REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, February 20, 2019
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

INVOCATION: April Molina, Love Madera

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 by Madera Co. LPC on Program and Services Provided – Tina Najarian, Director

2. Madera Co. Public Health Update - Alan Gilmore and Maria Barragan

INTRODUCTIONS None.

A. WORKSHOP

A-1 Workshop on Naloxone Administration of Opioid Overdose Medication (Presentation by Brian Esteves)

B. CONSENT CALENDAR

B-1 Minutes – 3/21/18, 10/10/18, 1/16/19, 1/30/19

B-2 Register of Audited Demands 1/26/19-2/11/19 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Appointing Nick Davis to the City of Madera Airport Advisory Commission (Report by John Scarborough)

B-4 Consideration of a Resolution Appointing Ms. Maria Luna and Ms. Otilia Morales as Members of the City of Madera Transit Advisory and Board Representing District 3 and District 5 Respectively (Report by Ivette Iraheta)

B-5 Consideration of a Resolution Appointing Muhammad Latif and Matilda Villafan to the Loan Review Committee (Report by Ivette Iraheta)

B-6 Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Reimbursement of Repairs Totaling $10,510.32 to Police Unit 6016, a 2018 Ford Explorer (Report by Wendy Silva)

B-7 Consideration of a Resolution Accepting Public Utility Easement Deed, Offered by The Wareeth Group, LLC, at Madera Avenue and Gateway Drive, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

B-8 Consideration of a Resolution Accepting Public Utility Easement Deed and Public Street Easement Deed, Located Near the Northeast Corner of Pecan Avenue and Madera Avenue (SR 145), Offered by Brar Holdings, Inc. and Dealer Properties LLC, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

B-9 Consideration of a Minute Order Acceptance of the Water Main Installations at Various Locations Project, City Project No. W 16-03; and

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2018/19 Capital Fund Budget for Water Main Installations at Various Locations City Project No. W 16-03 (Report by Keith Helmuth)

B-10 Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District (Report by Sonia Alvarez)

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

C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Two Parcels Located in Proximity to the Intersection of Barnett Way and Gary Lane from PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone District to the PD-1500 (Planned Development) Zone District (APNs: 012-270-001 and 002) (Report by Chris Boyle)

C-2 Consideration of a Resolution Approving the Award of an Emergency Contract Change Order for the Madera Wastewater Treatment Plant Rehabilitation Project in the Amount of $1,363,601 for Constructing a New Primary Effluent Pump Station, Increasing Construction Contract Contingencies by $300,000, Construction Inspection and Management Costs, and Third-Party Testing, Surveying, Biological or Consulting Services by $100,000 as Approved by the City Engineer and Approving a Budget Amendment to the Fiscal Year 2018/19 Capital Fund Adding $1,763,601 to City Project WWTP 18-02 (Report by Keith Helmuth)

C-3 Consideration of a Resolution Approving a Three-Year Lease Agreement ($28,560) with Greyhound Lines, Inc. for the Lease of Property at the Madera Intermodal Facility; and

Consideration of a Resolution Approving a Three-Year Lease Agreement ($6,300) with Madera Cab Co. for the Lease of Property at the Madera Intermodal Facility, and Authorizing the Mayor to Execute the Lease Agreements on Behalf of the City of Madera (Report by Ivette Iraheta)

C-4 Consideration of a Resolution Accepting a Grant Award in the Amount of $2,762,649 from the Federal Transit Administration to Support Operating and Capital Assistance for Madera Area Express and Amending the FY 2018/19 Budget (Report by Ivette Iraheta)

C-5 Consideration of a Resolution for Bid Award to Municipal Maintenance Equipment, Inc. for the Purchase of One Diesel PM Certified Street Sweeper in the Amount of $249,530.65 (Report by John Scarborough)

C-6 Consideration of a Resolution of the City Council of the City of Madera, California, Approving a Special Services Agreement Between the City of Madera and William C. Statler and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending December 31, 2018 (Report by Tim Przybyla)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

(A) Agency Designated Representatives: Arnoldo Rodriguez

Unrepresented Positions:
Planning Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Public Works Operations Director and Director of Human Resources

(B) Agency Designated Representatives: Andy Medellin, Jose Rodriguez, Donald Holley

Unrepresented Positions: City Attorney, City Clerk, City Manager

G-3 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1) – 1 case: Johnnie Smith WCAB No. ADJ10868300

G-4 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

Property:	1 Parcel
City of Madera	APN: 011-201-002
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Party:	Scott and Melissa Chase
Under Negotiations:	Price and Terms

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting March 6, 2019

[Continued on next page.]

- Please silence or turn off cell phones and electronic devices while the meeting is in session.

- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.

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

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

- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.

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

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 February 20, 2019, near the front entrances of City Hall at 6:00 p.m. on February 14, 2019.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

Madera City Council Agenda 02/20/2019

Agenda Item A-1

Workshop

Workshop on Naloxone Administration of Opioid Overdose Medication (Presentation by Brian Esteves)

There is no written report for this item.

Return to Agenda

Item:	B-1
Minutes for:	03/21/18
Adopted:	02/20/19

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

March 21, 2018 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: **Mayor Pro Tem Jose Rodriguez, District 2**

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Division Fire Chief Matt Watson, Engineering Administrative Analyst Jimmy Monreal and Lt. Dan Foss.

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE: Mayor Medellin.

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.

Alexis Luna spoke regarding the Transit service staff and poor service received.

Mayor Medellin announced that item D-1 is pulled from the agenda.

The City Clerk made a late distribution announcement regarding item A-1 and D-1.

PRESENTATIONS

1. Relay for Life Proclamation

Mayor Medellin presented the proclamation to Charlotte Brewer, representative for Relay for Life. Ms. Brewer invited everyone to the event scheduled May 5th and 6th.

2. Proclamation Recognizing the Week of the Young Child

Mayor Medellin presented the proclamation to Chinayera Black-Hardeman, Executive Director for First 5. Ms. Black-Hardeman spoke regarding their investment in children.

3. Proclamation Recognizing the United Way of Fresno and Madera Counties Free Tax Preparation Services (VITA)

Mayor Medellin presented the proclamation to Lindsay Callahan from United Way. Ms. Callahan spoke regarding the services offered.

4. Presentation by CASA (Court Appointed Special Advocates for Children) (Nathan Lee, Executive Director CASA of Fresno and Madera Counties)

Nathan Lee, Executive Director for CASA and Jeff Dal Cerro Board Member for CASA gave a presentation regarding the foster care program. Also present were Jane Kautz, advocate and foster parent; and Meghan Bean, Recruiting Specialist.

INTRODUCTIONS There are no introductions.

A. WORKSHOP

A-1 Workshop with Compensation Study Consultant
   a. Report by Ron Manfredi
   b. Presentation by Koff & Associates

Presentations were made by the following individuals: Director of Human Resources Wendy Silva, Consultant Ron Manfredi and Katie Kaneko, Koff and Associates.

Council direction was given to move forward with study if the Human Resources Director determines that there are no additional changes to parameters otherwise additional discussion will occur on 4/4/18. Council also requested progress updates.

Recess 8:05 p.m. – 8:10 p.m.

Item E-4 heard out of order.

E-4 Schedule Governance Workshop (Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented the report. Consultant Ron Manfredi was also present for questions.

Workshop scheduled Saturday, 4/7/18, 8:30 a.m. – 2:00 p.m. Alternate date 6/2/18 if necessary.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

No items were pulled from the consent calendar.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RODRIGUEZ.

B-1 Minutes – 5/03/17

B-2 Warrant Disbursement Report 2/27/18 – 3/12/18 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Rescinding Resolution No. 17-161 and Approving the Amended Applications for Transportation Development Act - Local Transportation Funds for FY 2017/18 with FY 2016/17 Carryover Balances, and the State Transit Assistance Funds for FY 2017/18 and Authorizing the City Engineer to Execute the Applications (Report by Keith Helmuth)

RES. NO. 18-36 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RESCINDING RESOLUTION NO. 17-161 AND APPROVING THE AMENDED APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT-LOCAL TRANSPORTATION FUND FOR FISCAL YEAR 2017/18 WITH FISCAL YEAR 2016/17 CARRYOVER BALANCES, AND THE FY 2017-18 STATE TRANSIT ASSISTANCE FUNDS, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE APPLICATIONS**

B-4 Consideration of a Minute Order Approving Settlement Authority of a Claim Filed with Madera County for Property Damage and Authorizing the Mayor to Execute the Release of all Claims, Past and Future (Report by Wendy Silva)

B-5 Consideration of a Resolution Approving an Agreement for Outside of City Water Service for an On-Site Fire Hydrant Located at 24341 Avenue 14, Approving a Covenant to Annex, Authorizing the Mayor to Execute the Agreement and Covenant on Behalf of the City, and Directing Staff to Record the Agreement and Covenant (Report by David Merchen)

RES. NO. 18-37 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH SOHAN AND MANDEEP SAMRAN, TRUSTEES OF THE SOHAN AND MANDEEP SAMRAN FAMILY TRUST DATED SEPTEMBER 13, 2012, FOR OUTSIDE OF CITY WATER SERVICE FOR A FIRE HYDRANT AT 24341 AVENUE 14, APPROVING THE COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT**

C. <u>HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS</u>

C-1 (A) Consideration of a Resolution Approving a Contract with Raftelis Financial Consultants, Inc. for Consulting Services Related to Updates to the City of Madera Water Enterprise Revenue Requirements and Financial Plan and Authorizing the Mayor to Sign the Contract on Behalf of the City; and

(B) Consideration of a Resolution Approving Amendments to the City of Madera 2017/2018 Water Fund Budget to Appropriate Funds for Consulting Services Related to Updates to the City of Madera Water Enterprise Revenue Requirements and Financial Plan (Report by Tim Przybyla)

The report was presented by the Director of Financial Services Tim Przybyla.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1A, RES. NO. 18-38 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT COUNCIL MEMBER RODRIGUEZ.

RES. NO. 18-38 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS INC. TO PERFORM A RATE STUDY UPDATE OF WATER FEES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-1B RES. NO. 18-39 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT COUNCIL MEMBER RODRIGUEZ.

RES. NO. 18-39 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2017/18 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE WATER FUND BUDGET TO FUND AN UPDATE TO THE STUDY OF WATER FEES**

C-2 (A) Second Reading and Consideration of Adoption of an Ordinance Adding Title X, Chapter 2, Section 1300 et seq. to the Madera Municipal Code Pertaining to Acquisition of Park Lands as Provided by the Quimby Act; and

(B) Consideration of Adoption of a Resolution Providing for Determination of the Fair Market Value Per Buildable Acre Consistent with Section 10-2.1307(A) (Report by Chris Boyle)

The report was presented by the Planning Manager Chris Boyle.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED AND ITEM C-2A, ORD. NO. 951 C.S., WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RODRIGUEZ.

ORD. NO. 951 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADDING SECTION 1300 TO CHAPTER 2 OF TITLE X OF THE MADERA MUNICIPAL CODE IN ORDER TO ESTABLISH A METHOD FOR COORDINATED ACQUISITION AND DEVELOPMENT OF CITY PARK FACILITIES**

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2B WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RODRIGUEZ.

RES. NO. 18-40 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE FAIR MARKET VALUE OF A BUILDABLE ACRE, AS REQUIRED WITHIN CHAPTER 10-2.1307(A) OF THE MADERA MUNICIPAL CODE**

D. <u>WRITTEN COMMUNICATIONS</u>

D-1 Request from the Madera County Arts Council to Discuss Leasing Space at the Madera Redevelopment Agency (Rochelle Noblett)

Item pulled from agenda.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving the Madera County Economic Development Commission 2018/2019 Annual Basic Service Level Budget (Report by Bobby Kahn)

The report was presented by Bobby Kahn, Executive Director of the Economic Development Commission.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM E-1, A MINUTE ORDER APPROVING THE MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION 2018/2019 ANNUAL BASIC SERVICE LEVEL BUDGET, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RODRIGUEZ.

E-2 Review and Direction Regarding Responses Received for RFP No.: 201718-09 for Executive Recruitment Services for City of Madera City Administrator (Report by Wendy Silva)

The report was presented the Director of Human Resources Wendy Silva. Consultant Ron Manfredi also provided comment.

Council selected Bob Murray and Associates as the consultant and directed staff to bring back a contract for consideration at the next meeting.

E-3 Presentation of the Preliminary City of Madera Capital Budgets for Fiscal Year 2018/2019 (Report by Tim Przybyla)

The report was presented by the City Engineer Keith Helmuth.

E-4 Schedule Governance Workshop (Report by Sonia Alvarez)

Item E-4 was heard earlier in the meeting immediately following item A-1.

F. COUNCIL REPORTS

Everyone wished Council Member Foley Gallegos a happy birthday.

Council Member Foley Gallegos reported on her attendance at the Veterans Voice for Democracy contest winners' event.

Council Member Foley Gallegos announced that the Second Wind 5K is this Saturday.

Council Member Foley Gallegos commented on the video that will be shown this evening regarding crosswalk safety. The video was prepared by the Police Department and the Communications Specialist.

Council Member Robinson reported on his attendance at the Tesoro Viejo ribbon cutting.

Council Member Rigby reported that he along with Council Member Oliver and other staff members hosted in Madera members of the Central Valley Community Foundation.

Council Member Holley reported on his attendance at the community college event focused on encouraging kids to go to college.

Council Member Holley reported on his attendance at the Big Brothers Big Sisters event in Chowchilla for a grant award.

Council Member Holley announced that City staff have signed up for the Big Brothers Big Sisters program.

Council Member Oliver reported on the Jefferson Neighborhood Watch meeting.

Council Member Oliver provided an update on the Highway 99 Widening Project.

Mayor Medellin commended staff on the video shown this evening.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 9:28 p.m. to discuss the items as listed on the agenda. Absent: Council Member Rodriguez.

G-2 Conference with Legal Counsel – Pending Litigation Pursuant to Government Code §54956.9(d)(1) – 1 case: William Spears WCAB No. ADJ10756443

G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) – 1 case

G-4 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) – 1 case

G-5 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case

G-6 Closed Session Report – City Attorney

The Council returned from closed session at 9:52 p.m. with all members present. Absent: Council Member Rodriguez.

There was no reportable action for items G-2 through G-5.

ADJOURNMENT - The meeting was adjourned at 9:53 p.m. Next regular meeting 4/04/18.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

Return to Agenda

Item:	B-1
Minutes for:	10/10/18
Adopted:	02/20/19

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

October 10, 2018 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m. The regular meeting of the Housing Authority and the regular meeting of the Successor Agency, scheduled at the same time, were also opened.

ROLL CALL: Roll was called for all agencies.

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member Derek O. Robinson Sr., District 4
Council Member Charles Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: **Council Member Will Oliver, District 3**

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla and City Engineer Keith Helmuth.

INVOCATION: Pastor David Votaw, Harvest Community Church

Council Member Holley gave the invocation due to the absence of Pastor Votaw.

PLEDGE OF ALLEGIANCE: Mayor Medellin.

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.

Baldwin Moy spoke regarding the use of City facilities for public forums and the City making it cost prohibitive for public use.

Rosalba Becerra, residing in Madera County, asked for the City to research installing a stop sign at the corner of Road 28 ½ and Avenue 21. Mayor Medellin referred her to Madera County.

PRESENTATIONS None.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

There are no items for this section.

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Informational Report on Waste Water Treatment Plant Primary Effluent Pump Station Repair and Request for Direction on Preferred Method (Report by Keith Helmuth)

The City Engineer Keith Helmuth and Steve Beck with Stantec Consulting presented the report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, THE MOTION TO MOVE FORWARD WITH ALTERNATIVE 2 TO BUILD A NEW PUMP STATION WAS UNANIMOUSLY ADOPTED BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER OLIVER.

F. COUNCIL REPORTS

No reports were given.

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT - The meeting was adjourned at 7:08 p.m. Next regular meeting 10/17/18.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

Return to Agenda

Item:	B-1
Minutes for:	01/16/19
Adopted:	02/20/19

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

January 16, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The regular meeting was called to order at 6:00 p.m. The special meeting of the Housing Authority scheduled for the same time was also opened.

ROLL CALL: Roll was called for both meetings.

Present: **Mayor Andrew J. Medellin**
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Donald E. Holley, District 6

Absent: **Mayor Pro Tem Steve Montes, District 3**
Council Member Cece Gallegos, District 2
Council Member Santos Garcia, District 5

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Acting Planning Manager Chris Boyle, Division Fire Chief Matt Watson, and Battalion Chief Jim Forga.

INVOCATION: Pastor Lance Leach, Valley West Christian Center

The invocation was given by Pastor Roger Leach in place of Pastor Lance Leach.

PLEDGE OF ALLEGIANCE: Mayor Medellin.

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.

Public comment was opened for both meetings.

Ron Montoya, residing in Madera, California, spoke regarding CFD taxes and safety concerns with accidents in his subdivision.

Karina, Lizette and Leisha with Madera Youth Leaders shared information regarding a survey they conducted during their Splatter Paint Event and the upcoming Interfaith Inter-cultural event scheduled 1/24/19.

Move to regular City Council agenda.

PRESENTATIONS None.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council Member Rodriguez pulled items B-2 and B-3.

ON MOTION BY COUNCIL MEMBER ROBINSON, AND SECONDED BY COUNCIL MEMBER HOLLEY, THE CONSENT CALENDAR, WAS ADOPTED BY A ROLL CALL VOTE OF 3-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS ROBINSON, HOLLEY. NOES: COUNCIL MEMBER RODRIGUEZ. *[Motion to adopt included items B-2 and B-3.]*

B-1 Minutes – 9/19/18

B-2 Register of Audited Demands 12/25/18 – 1/04/19 (Report by Tim Przybyla) *[Item pulled for discussion.]*

Following discussion, the motion to adopt the consent calendar included items B-2 and B-3.

B-3 Consideration of a Resolution Ratifying a Revenue Agreement with Madera County to Provide Dial-A-Ride Transit Services in the County Area for Fiscal Year 2018/19 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Ivette Iraheta) *[Item pulled for discussion.]*

Following discussion, the motion to adopt the consent calendar included items B-2 and B-3.

RES. NO. 19-07 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AN AGREEMENT WITH MADERA COUNTY TO PROVIDE DIAL-A-RIDE TRANSIT SERVICES TO COUNTY AREAS FOR FISCAL YEAR 2018/19 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

B-4 Consideration of a Resolution Appointing Alexander Salazar and Robert Gran Jr. to the City of Madera Planning Commission (Report by Chris Boyle)

RES. NO. 19-08 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING ALEXANDER SALAZAR AND ROBERT GRAN JR. TO THE CITY OF MADERA PLANNING COMMISSION**

B-5 Consideration of a Resolution Appointing DJ Becker, Tim Riche, Cynthia Ortegon and Diana Robbins to the Americans with Disabilities Act Advisory Council (MADAAC) (Report by Wendy Silva)

RES. NO. 19-09 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING DJ BECKER, TIM RICHE, CYNTHIA ORTEGON, AND DIANA ROBBINS TO THE CITY OF MADERA ADA ADVISORY COUNCIL**

B-6 Consideration of a Resolution Appointing Agapita Rocha to the City of Madera Beautification Committee (Report by Mary Anne Seay)

RES. NO. 19-10 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING AGAPITA ROCHA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE**

B-7 Consideration of a Resolution Authorizing Appointments to the Community Development Block Grant Review and Advisory Committee (Report by Ivette Iraheta)

RES. NO. 19-11 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPOINTMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE**

Mayor Medellin announced that item G-2 is being pulled from the agenda at the City Attorney's request.

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

Move to Special Housing Authority meeting agenda at 6:29 p.m.

F. COUNCIL REPORTS – Council and Commissioner reports held concurrently.

Council Member Robinson reported on his attendance at the Transit Advisory Board meeting.

Council Member Robinson reported on his tour of the Police Departments.

Mayor Medellin welcomed the Human Resources Director back to work.

Council Member Holley announced the upcoming Martin Luther King Jr. Day Celebration scheduled 1/20/19.

Council Member Rodriguez congratulated the following staff members on their new babies: Housing Authority Recording Secretary Alicia Gonzalez, Director of Human Resources Wendy Silva, and Officer Velasquez.

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 *[Item pulled from agenda.]*

One case: MCA 1803, LLC, et al. v. City of Madera MCV073252

G-3 Closed Session Report – City Attorney

ADJOURNMENT - The meeting was adjourned at 6:35 p.m. Next regular meeting 2/06/19.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

Return to Agenda

Item:	B-1
Minutes for:	01/30/19
Adopted:	02/20/19

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY CITY OF MADERA, CALIFORNIA

January 30, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m. The special meeting of the Housing Authority scheduled for the same time was also called to order.

ROLL CALL: Roll was called for all agencies.

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

Absent: **Council Member Derek O. Robinson Senior, District 4**

Others present were City Administrator Arnoldo Rodriguez, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Chief of Police Dino Lawson, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, and Commander Gino Chiaramonte.

INVOCATION: Council Member Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

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.

No comments were offered.

Housing Authority meeting 6:04 p.m. – 6:17 p.m. Return to City special meeting at 6:19 p.m.

PRESENTATIONS None.

INTRODUCTIONS None.

A. WORKSHOP

A-1 Workshop – Discussion on Homeless Emergency Aid Program (HEAP) and Community Emergency Solutions and Housing (CESH) Funding Availability for the County of Madera (Presentation by Elizabeth Wisener, Community Action Partnership of Madera County)

Elizabeth Wisener with Community Action Partnership of Madera County presented the workshop on funding opportunities. She also spoke regarding the Point in Time Count.

B. CONSENT CALENDAR

There are no items for this section.

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

C-1 Consideration of a Resolution Authorizing Application for the Affordable Housing and Sustainable Communities Program and Authorizing the City Manager to Execute All Program Documents on Behalf of the City; and

Consideration of a Resolution Setting Development Impact Fees for the Downtown Veterans and Family Housing Project at $257,472 and Authorizing the City Engineer to Reimburse the Project Developer for the Actual Cost of Off-site Improvements Not to Exceed $90,000 (Report by David Merchen)

The report was presented by the Community Development Director David Merchen.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-1, RES. NOS. 19-12 AND 19-13, WERE ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER HOLLEY.

RES. NO. 19-12 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING APPLICATION FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PROGRAM DOCUMENTS ON BEHALF OF THE CITY

RES. NO. 19-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA SETTING DEVELOPMENT IMPACT FEES FOR THE DOWNTOWN VETERANS AND FAMILY HOUSING PROJECT AT $257,472 AND AUTHORIZING THE CITY ENGINEER TO REIMBURSE THE PROJECT DEVELOPER FOR THE ACTUAL COST OF OFF-SITE IMPROVEMENTS NOT TO EXCEED $90,000

C-2 Consideration of a Resolution of the Successor Housing Agency to the Former Madera Redevelopment Agency, Approving Second Amendment to Grant Agreement with Madera Opportunities for Resident Enrichment and Services, Inc. (MORES), A California Nonprofit Benefit Corporation for the Provision of Funds for the Construction of Affordable 28 Veteran/Single Person Housing Units and 20 Affordable Family Housing Project Units Located at 121, 125, 200 & 204 North "C" Street and Authorizing the Mayor to Execute Agreement on Behalf of the Agency and Directing Staff to Record the Agreement (Successor Housing Agency - Report by Bob Wilson)

The report was presented by Bob Wilson, Executive Director for the Successor Agency.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, RES. NO. SHA 19-06, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

RES. NO. SHA 19-06 **RESOLUTION OF THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, APPROVING SECOND AMENDMENT TO GRANT AGREEMENT WITH MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC., A CALIFORNIA NONPROFIT BENEFIT CORPORATION FOR THE PROVISION OF FUNDS FOR THE CONSTRUCTION OF AFFORDABLE 20 FAMILY HOUSING PROJECT UNITS AND 28 VETERAN/SINGLE PERSON HOUSING UNITS LOCATED AT 121, 125, 200 & 204 NORTH "C" STREET AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE AGENCY AND DIRECTING STAFF TO RECORD THE AGREEMENT**

C-3 Consideration of a Resolution Approving Amendments to Employment Agreements with the Director of Community Development, City Engineer, Director of Parks and Community Services, Chief Building Official, Director of Financial Services, and Director of Human Resources (Report by Arnoldo Rodriguez)

The report was presented by the City Manager Arnoldo Rodriguez.

Mayor Medellin made the following announcement pursuant to Government Code Section 54953(c)(3): *If approved, the proposed Employment Agreement Amendments for the listed positions will extend the term of the agreements by sixty (60) days for the purpose of ongoing contract negotiations.*

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-3, RES. NO. 19-14, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER ROBINSON.

RES. NO. 19-14 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENTS TO EMPLOYMENT AGREEMENTS WITH THE DIRECTOR OF COMMUNITY DEVELOPMENT, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF BUILDING OFFICIAL, DIRECTOR OF FINANCIAL SERVICES, AND THE DIRECTOR OF HUMAN RESOURCES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENTS**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Gallegos reported on her attendance at the Arts Authority board meeting.

Council Member Gallegos thanked the Sigala team for the town tall meeting held and requested that they come up with a name for the project.

Council Member Garcia thanked staff for repairing a street light that had been out for a long time.

Council Member Holley thanked those who attended the Martin Luther King Jr. Day Celebration.

Council Member Holley thanked those who attended the Big Brothers Big Sisters Gala.

Council Member Holley asked that information on events be sent to churches in an effort to get the information out.

Mayor Medellin spoke regarding the Big Brothers Big Sisters 50th Anniversary Gala and acknowledged City staff who are Bigs.

Council Member Rodriguez spoke regarding the site visit to cannabis plant. He was joined by members other Council Members and staff.

Mayor Pro Tem Montes thanked Mr. Sigala for a good town hall meeting held in his district.

Mayor Pro Tem Montes reported on his attendance at the League conference.

Mayor Medellin spoke regarding the good turn out and great input received at the town hall meeting.

Council Member Holley announced that he is serving on a committee that will be going door to door with the Red Cross installing smoke alarms around September of 2019. He also announced that they need volunteers.

Mayor Medellin commended the partners coming together on the housing project.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 7:31 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

(A) Agency Designated Representatives: Arnoldo Rodriguez

Unrepresented Positions:
Planning Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Public Works Operations Director and Director of Human Resources

(B) Agency Designated Representatives: Andy Medellin, Jose Rodriguez, Donald Holley

Unrepresented Positions: City Attorney, City Clerk, City Manager

G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: MCA 1803, LLC, et al. v. City of Madera MCV073252

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 10:32 p.m. with all members present.

There was no reportable action for items G-2 and G-3.

ADJOURNMENT - The meeting was adjourned at 10:33 p.m. Next regular meeting 2/06/19.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-2

SUBJECT: Register of Audited Demands

RECOMMENDATION: Review Register of Audited Demands Report for January 26, 2019 to February 11, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of January 26, 2019 to February 11, 2019 is contained in the attachment.

General Warrant	20775 - 20934	$2,179,492.95
Wire Transfer	Union Bank Payroll and Taxes	$560,687.37
Wire Transfer	SDI	$2,753.10
Wire Transfer	Cal Pers	$367,318.96

DISCUSSION: Warrant requests are processed weekly based on the adopted 18/19 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment.

FINANCIAL IMPACT: Demands for payments are made within the constraints of the approved 18/19 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES: Informational only.

ATTACHMENTS: Register of Audited Demands.

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
FEBRUARY 11, 2019

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20775	01/29/2019	ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEES FOR JANUARY 2019	$180.00
20776	01/29/2019	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 01/25/19 PAYROLL	$1,265.04
20777	01/29/2019	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 01/25/2019 PAYROLL	$2,165.79
20778	01/29/2019	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 01/25/2019 PAYROLL	$1,011.83
20779	01/29/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 01/25/2019 PAYROLL	$2,174.54
20780	01/29/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 01/25/2019 PAYROLL	$9,012.40
20781	01/29/2019	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 01/25/2019 PAYROLL	$225.00
20782	01/29/2019	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 01/25/2019 PAYROLL	$24,272.77
20783	02/01/2019	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	$1,170.00
20784	02/01/2019	AKEL ENGINEERING GROUP, INC.	HYDRAULIC MODELING SVS WATER TANK/PUMP/TRANSMISSION	$26,960.00
20785	02/01/2019	ALERT-O-LITE	TRAFFIC CONTROL EQUIP FOR 2018 HOMECOMING PARADE	$1,412.91
20786	02/01/2019	AMERICAN BUSINESS MACHINES	STAPLE CARTRIDGE FOR PD	$63.87
20787	02/01/2019	AT&T	12/18 AND 01/19 CALNET 3 SERVICES	$1,902.94
20788	02/01/2019	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD OF CA FEBRUARY 2019	$250,522.37
20789	02/01/2019	BSK ASSOCIATES	WATER SAMPLES	$936.00
20790	02/01/2019	BUSH ENGINEERING, INC.	TRAFFIC SIGNAL INSTALL-E YOSEMITE AVE & ELM AVE	$27,889.09
20791	02/01/2019	CALIFORNIA DEPARTMENT OF JUSTICE	DEC 2018 BLOOD ALCOHOL ANALYSIS - PD	$910.00
20792	02/01/2019	CANON FINANCIAL SERVICES	JAN 2019 CONTRACT CHARGES	$3,728.42
20793	02/01/2019	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING DESIGN SERVICES OCT - NOV 2018	$19,150.63
20794	02/01/2019	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 9910806	$200.00
20795	02/01/2019	CITY OF MADERA	TOILE/INSTALLATIONS X2 REBATE APPLY TO ACCT 223003	$200.00
20796	02/01/2019	COMCAST	01/14/19-02/21/19 SVS 8155500320092096 & 8155500320322006	$208.55
20797	02/01/2019	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES NOVEMBER & DECEMBER 2018	$497.00
20798	02/01/2019	CROWN SERVICES CO.	SPECIAL EVENT PORTABLE RENTALS DEC 2018	$230.00
20799	02/01/2019	CSMFO	11/1/18 SSJVC MEETING & 2019 CSMFO MEMBERSHIP RENEWAL	$135.00
20800	02/01/2019	DIAMOND COMMUNICATIONS	FEB 2018 ANSWERING SERVICE - SEWER LIFT PLANT	$115.00
20801	02/01/2019	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 2 FY 18/19	$38.00
20802	02/01/2019	DOWNTOWN FORD SALES	NEW 2019 FORD FUSION HYBRID SE	$26,266.43
20803	02/01/2019	RAUL R. HERRERA JR.	POLYGRAPH FOR PD RECRUITMENTS	$1,000.00
20804	02/01/2019	FOLEY-GALLEGOS, CECE	REISSUE TRAVEL EXPENSE FOR LOCC ACADEMY 1/16-1/18	$130.92
20805	02/01/2019	FRESNO MADERA COUNTIES POLICE CHIEF ASSO	FMCPA MEMBERSHIP DUES - LAWSON & CHIARAMONTE	$150.00
20806	02/01/2019	GUARDIAN WESTERN SWEEPING INC.	DECEMBER 2018 STREET SWEEPING	$569.00
20807	02/01/2019	HUERTA, ELISABETH	TUITION REIMBURSEMENT	$2,400.00
20808	02/01/2019	JEFFREY SCOTT ADVERTISING	2018 BRANDING STRATEGY & CONCEPTS AD OCT AND DEC 2018	$2,387.50
20809	02/01/2019	KERTEL COMMUNICATIONS, INC.	INTERMODAL OPERATING SERVER TECH SERVICES	$442.50
20810	02/01/2019	LARS ANDERSEN & ASSOCIATES, INC.	STAKES FOR THE ONSITE SCOPE-SUNRISE ROTARY PARK	$1,335.20
20811	02/01/2019	TIM J LAW	LAW ENFORCEMENT EMPLOYMENT BACKGROUND CHECK	$700.00
20812	02/01/2019	LEAGUE OF CALIFORNIA CITIES	LOCC DIVISION GENERAL MEMBERSHIP MEETING 2/7/19	$250.00
20813	02/01/2019	LEAGUE OF CALIFORNIA CITIES	2019 MEMBERSHIP DUES DIVISION LOCC	$411.18
20814	02/01/2019	LEHR AUTO ELECTRIC	CHEVY TAHOE UP-FIT PARTS AND LABOR - PD	$4,435.35
20815	02/01/2019	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE FEBRUARY 2019	$8,294.74
20816	02/01/2019	MADERA COUNTY AUDITOR	TAX SHARING AGREEMENT 4TH QTR 2017 & 3RD QTR 2018	$147,128.66
20817	02/01/2019	MADERA COUNTY CLERK-RECORDER	GENERAL ELECTION 11/06/18 COSTS	$26,347.53
20818	02/01/2019	MADERA COUNTY SHERIFF DEPT.	SERVICE OF SUMMONS CASE #MCV079891	$40.00
20819	02/01/2019	MADERA DOWNTOWN ASSOC.	FY 18/19 QTR #2 ASSESSMENTS PAYABLE	$5,135.03
20820	02/01/2019	MADERA TRIBUNE	PH NOTICE 2/6/19, COUNCIL MEETING 1/12/19, & PC ITEM TO CC 1/19/19 ADS	$341.25
20821	02/01/2019	MADERA UNIFORM & ACCESSORIES	US FLAG CASKET, EMBROIDERY, TIE MEN'S CLIP ON	$253.25
20822	02/01/2019	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEE NOV AND DEC 2018	$698,735.58
20823	02/01/2019	MUNICIPAL MAINTENANCE EQUIP., INC.	UNIT #3002 BLOWER TOP SCREEN ASSEMBLY	$2,469.48
20824	02/01/2019	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - ALMOND AVE & MONTEREY ST	$600.00
20825	02/01/2019	ONTRAC	OVERNIGHT MAIL	$3.76
20826	02/01/2019	OVERLAND, PACIFIC & CUTLER LLC	RELOCATION CONSULTING SERVICES	$2,730.00
20827	02/01/2019	PACIFIC GAS & ELECTRIC	01/19 SERVICES	$12,919.07
20828	02/01/2019	PROVOST & PRITCHARD CONSULTING GROUP	WATER LOSS AUDIT VALIDATION FOR DEC 2018	$748.50
20829	02/01/2019	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID RETIREE PRESCRIPTION BILL-CHUMLEY FEB 2019	$110.00
20830	02/01/2019	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID RETIREE MEDICAL BILL-CHUMLEY FEB 2019	$198.00
20831	02/01/2019	ROBINSON, DEREK	MILEAGE REIMBURSEMENT VARIOUS MEETINGS	$508.59
20832	02/01/2019	RODRIGUEZ, ARNOLDO	REIMBURSE HOTEL STAY, PAID WITH PERSONAL CREDIT CARD	$550.64
20833	02/01/2019	SOFTWAREONE INC	CITYWIDE MICROSOFT LICENSES	$80,604.66
20834	02/01/2019	STANTEC ARCHITECTURE INC.	PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES	$33,888.59
20835	02/01/2019	STATE WATER RESOURCES CONTROL BOARD	ANNUAL WASTE DISCHARGE FEES	$12,259.00
20836	02/01/2019	SUPERIOR VISION INC.	FEBRUARY 2019 VISION INSURANCE	$2,394.36
20837	02/01/2019	TAMARACK PEST CONTROL	JANUARY 2019 PEST CONTROL SERVICES	$510.00
20838	02/01/2019	TELFER HIGHWAY TECHNOLOGIES	RECLAMITE APPLICATION ON VARIOUS CITY STREETS	$9,431.10
20839	02/01/2019	TESEI PETROLEUM, INC.	FUEL 1/1/19 - 1/10/19 FOR CDF & CITY FUEL 1/11/19-1/20/19	$10,485.40
20840	02/01/2019	TRUKKI, MARK	PER DIEM - SLI #1	$231.00
20841	02/01/2019	FOLLOW UP LLC	UTILITY BILLING CREDIT REFUND	$94.49
20842	02/01/2019	JAIME YOLANDA	UTILITY BILLING CREDIT REFUND	$131.50
20843	02/01/2019	MII INVESTMENTS	UTILITY BILLING CREDIT REFUND	$204.35
20844	02/01/2019	NGUYEN ANH H	UTILITY BILLING CREDIT REFUND	$151.49
20845	02/01/2019	PRIETO DAISY AND CERVANTEZ ROBERT	UTILITY BILLING CREDIT REFUND	$151.40
20846	02/01/2019	REYNA JESSICA	UTILITY BILLING DEPOSIT REFUND	$73.19
20847	02/01/2019	UNION BANK OF CALIFORNIA	SERVICES FOR PERIOD AUGUST 1, 2018 TO OCTOBER 31, 2018	$875.00
20848	02/01/2019	WATCHGUARD VIDEO	SHIRT SPRING CLIP, VISTA XLT W/LATCH, DVR, WIFI ENABLED FOR PD	$1,173.45
20849	02/01/2019	WEST COAST RUBBER RECYCLING	TIRE HAULING FOR TA4 AMNESTY AND TRAILER RENTAL	$3,000.00
20850	02/01/2019	WILLDAN FINANCIAL SERVICES	CFD FEES FOR FEBRUARY 2019	$833.54

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20851	02/11/2019	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	$3,510.00
20852	02/11/2019	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 02/08/19 PAYROLL	$1,232.54
20853	02/11/2019	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE DEC 2018 & JAN - FEB 2019 - ENGINEERING DEPT.	$270.00
20854	02/11/2019	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES 01/24/19 - POLICE DEPARTMENT	$280.00
20855	02/11/2019	AT&T	01/19 CALNET 3 SERVICES	$843.51
20856	02/11/2019	AT&T	01/19 CALNET 3 SERVICES	$2,629.31
20857	02/11/2019	BANK OF THE WEST	IN CAR CAMERA - CONTRACT #200-0783220-001	$8,713.46
20858	02/11/2019	CA PERMITS	REFUND FEES PAID - JOB CANCELLED PERMIT #20182101	$213.73
20859	02/11/2019	CA PERMITS	REFUND FEES PAID - JOB CANCELLED PERMIT #20190041	$215.74
20860	02/11/2019	BSK ASSOCIATES	WATER SAMPLES	$456.00
20861	02/11/2019	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 02/08/19 PAYROLL	$2,353.34
20862	02/11/2019	STATE OF CA DEPT OF TRANS DIVISION OF AERONAUTICS	SHARED COSTS FOR OCT - DEC 2018	$5,481.10
20863	02/11/2019	CALIFORNIA CHAMBER OF COMMERCE	CA LABOR LAW POSTERS - CID: 958119	$136.72
20864	02/11/2019	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 02/08/2019 PAYROLL	$1,011.83
20865	02/11/2019	DIEBERTS CREATIVE COPY INC	POLICE DEPARTMENT BUSINESS CARDS	$151.55
20866	02/11/2019	DATAPROSE, LLC	JAN 2018 STATEMENTS/ NEWSLETTERS/ 48HR NOTICE	$8,559.35
20867	02/11/2019	DIAMOND COMMUNICATIONS	SERVICE CALL 11/16/18 & MAR-MAY 2019 MONITORING	$532.50
20868	02/11/2019	DIR- ELECTRICIAN CERTIFICATION FUND	RENEWAL ELECTRICIAN CERTIFICATE - MAT MEDINA	$100.00
20869	02/11/2019	DOWNTOWN FORD SALES	SEVEN NEW 2019 FORD F-250 REGULAR CAB PICKUPS	$186,920.19
20870	02/11/2019	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 01/16/19 - 01/31/19	$8,475.00
20871	02/11/2019	FIRST TRANSIT INC.	JULY 2018 TRANSIT SERVICES ROUTE 3	$5,867.04
20872	02/11/2019	FIRST TRANSIT INC.	JULY 2018 TRANSIT SERVICES ROUTES 1, 2, AND DAR	$74,877.23
20873	02/11/2019	FORENSIC NURSE SPECIALISTS, INC.	VICTIM EXAM 01/06/19 - CASE #19M-00204	$1,000.00
20874	02/11/2019	FRESNO CITY COLLEGE	ACADEMY PART B REGISTRATION FEE - P MUNOZ	$993.50
20875	02/11/2019	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	AUGUST AND NOVEMBER 2018 SENIOR SITE SUPPLIES	$212.47
20876	02/11/2019	FRESNO MADERA AREA AGENCY ON AGING	12/18 SENIORS UNSERVED MEALS	$70.98
20877	02/11/2019	FRESNO REPROGRAPHICS	PRINTING SERVICES FOR PLANS & SPECIFICATIONS 12/6/18	$359.29
20878	02/11/2019	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING SERVICES	$250.52
20879	02/11/2019	GREATHOUSE, KIMBERLY	PER DIEM-CUSTOMER SERVICE ESSENTIALS TRAINING	$17.00
20880	02/11/2019	HICKMAN, JAMIE	PER DIEM - QUALIFIED APPLICATOR CERTIFICATE EXAM	$114.00
20881	02/11/2019	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL FEE 2019 - D FOSS	$190.00
20882	02/11/2019	KER'S GAS & LUBE, INC.	NOVEMBER 2018 PD CAR WASHES	$319.50
20883	02/11/2019	LIEBERT CASSIDY WHITMORE	LEGAL FEES THROUGH 12/31/18 (MA020-00001) & (MA020-00051)	$1,309.00
20884	02/11/2019	LSA ASSOCIATES, INC	VILLAGE D SPECIFIC PLAN EIR 12/31/18	$10,638.40
20885	02/11/2019	M A C E A	JANUARY 2019 MONTHLY DUES	$2,387.50
20886	02/11/2019	M P O A	JANUARY 2019 MONTHLY DUES	$7,410.48
20887	02/11/2019	M.C.E.A.	JANUARY 2019 MONTHLY DUES	$400.00
20888	02/11/2019	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES 12/21/18	$454.05
20889	02/11/2019	MADERA COUNTY E D C	REIMBURSEMENT FOR 2ND QTR 18/19 SALARIES/EXPENSES	$2,142.84
20890	02/11/2019	MADERA GLASS AND MIRROR	ENGINEERING DEPT. WINDOW REPAIR	$432.66
20891	02/11/2019	MADERA RESCUE MISSION, INC.	REIMBURSEMENT FOR 2ND QTR UTILITITES & INSURANCE	$4,985.15
20892	02/11/2019	MADERA TRIBUNE	FEB 2019 PC MEETING AD #00013763	$487.50
20893	02/11/2019	MID-MGMT EMPLOYEE GROUP	JANUARY 2019 MONTHLY DUES	$670.00
20894	02/11/2019	MUNOZ, ANTHONY	REIMBURSE-SWRCB WWTP OPERATOR II CERTIFICATION	$490.55
20895	02/11/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 02/08/2019 PAYROLL	$2,247.90
20896	02/11/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 02/08/2019 PAYROLL	$8,569.39
20897	02/11/2019	AVILA, OMAR	TURF REPLACEMENT REBATE (18-20)	$716.00
20898	02/11/2019	PACIFIC GAS & ELECTRIC	01/19 SERVICES	$175,456.28
20899	02/11/2019	MORENO, YAZMIN	REFUND FEE - CHANGED SPORT LOCATION	$25.00
20900	02/11/2019	OROZCO, JULIO	PARK FEE REFUND - CANCELLED EVENT 1003879.001	$945.00
20901	02/11/2019	PECK'S PRINTERY	FALSE ALARM #9 ENVELOPES & 2 PART NCR RETURN OF SEARCH WARRANT FORMS	$363.72
20902	02/11/2019	MORRIS J PIERCE	ALLEY PAVING AT 117 N E ST AND ASPHALT PATCHING ON SEVERAL STREETS	$22,550.83
20903	02/11/2019	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE 12/20/18-01/20/19	$526.69
20904	02/11/2019	REINARD W. BRANDLEY CONSULTING	ACIP AND PREAPPLICATION PREPARATION FY 2019-2024	$2,712.50
20905	02/11/2019	RUSSELL, CHRIS	DOT COMMERCIAL LICENSE RENEWAL FEE REIMBURSEMENT	$46.00
20906	02/11/2019	SEAL RITE PAVING	REPAIR UPRR CROSSING AT PINE ST AND JENNINGS ST	$73,256.23
20907	02/11/2019	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 02/08/19 PAYROLL	$225.00
20908	02/11/2019	TERRAFORM POWER, LLC.	ELECTRIC UTILITIES JANUARY 2019	$3,062.32
20909	02/11/2019	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	$3,499.59
20910	02/11/2019	TESEI PETROLEUM, INC.	PROPANE FOR WWTP, FUEL FOR CITY 1/21-1/31, FOR CDF 1/11-1/20	$15,113.56
20911	02/11/2019	THALES CONSULTING, INC.	SCO REPORT - FY 18 PFA AND TRANSIT REPORT	$1,200.00
20912	02/11/2019	BORSTAD JEANETTE	UTILITY BILLING CREDIT REFUND	$150.00
20913	02/11/2019	BRECKENRIDGE PROPERTY FUND 2016 LLC	UTILITY BILLING CREDIT REFUND	$172.96
20914	02/11/2019	CAMPOS HELODIA	UTILITY BILLING CREDIT REFUND	$150.25
20915	02/11/2019	CASTILLO ROSALINDA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	$150.44
20916	02/11/2019	CHAVIRA STELLA M	UTILITY BILLING DEPOSIT REFUND	$17.42
20917	02/11/2019	COWAN DIANA LYNN	UTILITY BILLING DEPOSIT REFUND	$35.82
20918	02/11/2019	GEE NANCY	UTILITY BILLING CREDIT REFUND	$85.60
20919	02/11/2019	HERRERA MARIA	UTILITY BILLING DEPOSIT REFUND	$36.58
20920	02/11/2019	JONES ATHEENA N	UTILITY BILLING CREDIT REFUND	$150.44
20921	02/11/2019	JOSEPH CROWN CONSTRUCTION INC	UTILITY BILLING DEPOSIT REFUND	$32.45
20922	02/11/2019	MEDINA RIVERA APRIL	UTILITY BILLING CREDIT REFUND	$66.20
20923	02/11/2019	MEDLEY BRIAN ROY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	$120.10
20924	02/11/2019	NWACHUKWU GODFREY	UTILITY BILLING CREDIT REFUND	$41.60
20925	02/11/2019	QUINTANILLA CAMILLE MUNOZ	UTILITY BILLING CREDIT REFUND	$145.95
20926	02/11/2019	RALPH PARTNERS II LLC	UTILITY BILLING DEPOSIT REFUND	$112.31
20927	02/11/2019	RENTERIA, JOSE	REISSUE REFUND UB CREDIT REFUND - CHANGE OF NAME	$257.54
20928	02/11/2019	RUIZ ANTONIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	$150.00
20929	02/11/2019	TRIGUEROS SANDRA	UTILITY BILLING DEPOSIT REFUND	$90.00
20930	02/11/2019	VEGA JESUS AND ELSA	UTILITY BILLING DEPOSIT REFUND	$0.23

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20931	02/11/2019	WALDRIP JORDAN AND MENDOZA ALAN	UTILITY BILLING CREDIT REFUND	$69.32
20932	02/11/2019	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 02/08/19 PAYROLL	$24,331.98
20933	02/11/2019	WASTEWATER SOLIDS MANAGEMENT, INC.	DIGESTER #1 CLEANING FOR INTERNAL MAINTENANCE	$13,690.00
20934	02/11/2019	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES FOR POLICE DEPARTMENT	$92.39
			BANK # 1 - UNION BANK GENERAL ACCOUNT TOTAL	$2,179,492.95

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-3

SUBJECT:

Consideration of a Resolution Appointing Nick Davis to the City of Madera Airport Advisory Commission.

RECOMMENDATION:

Staff recommends the City Council (Council) adopt a Resolution appointing Nick Davis to the City of Madera Airport Advisory Commission (AAC).

SUMMARY:

Councilman Steve Montes has indicated that he would like to reappoint Nick Davis to the City of Madera AAC. Each Council Member, inclusive of the Mayor, nominates one member to serve on this Committee. Formal appointment occurs through action by the full Council.

DISCUSSION:

The City of Madera AAC is a Council appointed advisory body established to serve in an advisory capacity to Council and staff on matters involving the Madera Municipal Airport (Airport). The AAC is tasked with reviewing the annual budget, recommending capital projects, reviewing and recommending Airport policies and operation procedures, and reviewing and recommending action regarding land use surrounding the Airport. The Commissioners are nominated by an individual Council Member and serve a term of four years, concurrent with the Council Member. The term of office for the following Commissioners have expired, therefore new appointments or reappointments are necessary:

Council District 1 (Foley Gallegos)	Sam Weis
Council District 3 (Montes)	Nick Davis

Councilman Montes has indicated a desire to nominate and would like to reappoint Nick Davis to the AAC to serve a term concurrent with his own. Mr. Davis is a current member of the AAC and has expressed his desire to remain on the Commission. Per the AAC Rules of Procedure, Mr. Davis has the necessary experience and knowledge to be a beneficial addition to the Commission (Attachment 2). Mr. Davis is a pilot and serves as the current President of the Madera County Aircrafter's Club.

It has been determined that he possesses the necessary experience as required in the AAC Rules of Procedures, "1. Membership: ... All members shall reside in Madera County, should have some knowledge or connection to aeronautics and at least four members shall be residents of the City of Madera..."

FINANCIAL IMPACT:

There is no financial impact from the recommended action, as the Commission serves without compensation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this item does not directly implement a Vision action item, it is not in conflict with one either.

ALTERNATIVES:

Should Council choose to not appoint Mr. Davis to the AAC, the vacancy would remain open and Councilman Montes would have to return to a future meeting with an alternative nomination request.

ATTACHMENTS:

1. Resolution
2. AAC Application – Nick Davis

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING NICK DAVIS TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION

WHEREAS, the City Council, in previous action, has adopted an Ordinance that specifies nomination procedures, appointment procedures, and terms of office for members of City Boards and Commissions; and

WHEREAS, a vacancy exists in the City of Madera Airport Advisory Commission; and

WHEREAS, Nick Davis has been duly nominated to fill the vacancy for Council Member Montes in District 3; and

WHEREAS, the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

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

1. The above recitals are true and correct.

2. Nick Davis is hereby appointed to the Airport Advisory Commission of the City of Madera for the term prescribed by Ordinance.

3. This Resolution is effective immediately upon adoption.

* * * * * * * * * *

ATTACHMENT 2

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☑ Airport Advisory Commission
- ☐ Beautification Committee
- ☐ Civil Service Commission
- ☐ CDBG Review and Advisory Committee
- ☐ Loan Review Committee
- ☐ Planning Commission
- ☐ Transit Advisory Board
- ☐ Other: _____

Please type or print in ink.

Davis	Nick	R
LAST NAME	FIRST NAME	M.I.
[redacted]	Madera	NA
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]	Madera	[redacted]
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
The Wine Group	Vineyard Manager	[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
31 YEARS 6 MONTHS	☑ YES ☐ NO	☐ YES ☑ NO

EDUCATIONAL BACKGROUND:

Graduate of Madera High School - 2002
Graduate of Cal Poly, San Luis Obispo, 2007
Student at Craig School of Business, Fresno, AG EMBA (current)

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Executice Board-member, Secretary, Madera County Farm Bureau Secretary (current)
Executive Board-member, Vice-President, Madera County Aircrafter's Club (current)
Executive Board-member, Secretary, Madera County Aircrafter's Club (past)
Executive Board-member, Vice-President, Madera County Arts Council (past)

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I'm interested in serving on this Commission to represent fellow pilots flying in and out of the Madera airport, businesses operating at the airport and see the airport continues to operate efficiently and at it's full potential for all who use and benefit from its existence.

REFERENCES (Optional):

1/21/2005

DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-4

SUBJECT: **Consideration of a Resolution Appointing Ms. Maria Luna and Ms. Otilia Morales as Members of the City of Madera Transit Advisory and Board Representing District 3 and District 5 Respectively.**

RECOMMENDATION: Staff recommends City Council (Council) adopt a resolution appointing Ms. Maria Luna and Ms. Otilia Morales as members of the City of Madera Transit Advisory Board (TAB).

SUMMARY: These appointments serve to make one appointment for District 3 and to fill one vacancy representing District 5 on the City's seven-member Transit Advisory Board (TAB). The appointments will ensure the TAB maintains a quorum for membership and leaves one vacancy (District 4) remaining on the TAB.

DISCUSSION: The TAB serves our community by providing feedback and oversight regarding the operation of the City of Madera's public transit system. Members of the TAB typically have transit knowledge and experience which is beneficial when making recommendations to improve the City's transit services.

Ms. Luna has applied to serve on the Transit Advisory Board as Council Member Steve Montes' representative for District 3. She will replace Mr. Alex Salazar as Council Member Montes' first appointment to the TAB since taking office in December 2018. Ms. Luna is a resident of Madera, qualified and willing to serve on the TAB. As Council Member Montes' nominee, if Ms. Luna is appointed to the TAB by the Council, her term of service will be consistent with the term of Council Member Montes' Council term and will therefore expire on December 2022.

Ms. Morales has applied to serve on the Transit Advisory Board as Council Member Santos Garcia's representative for District 5, filling a vacancy left by the resignation of Mr. Brian Malady. Ms. Morales is a resident of Madera, qualified and willing to serve on the TAB. As Council Member Garcia's nominee, if Ms. Morales is appointed to the TAB by the Council, her term of service will be consistent with the term of Council Member Garcia's Council term and will therefore expire on December 2022.

FINANCIAL IMPACT: There is no fiscal impact with the recommended action. Members of the TAB serve without compensation. However, payment for any necessary expenses incurred in the conduct of pertinent Board business and bus fares to and from Board meetings may be paid by the City upon approval of the Transit Program Manager, or his/her designee.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The appointment of qualified Transit Advisory Board Members addresses components within Strategy 121. Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

1. Council may approve the appointment of Ms. Luna to the TAB or may choose to not act on the resolution. If Council does not act on the resolution, the existing appointee continues to serve until a replacement is appointed.

2. Council may approve the appointment of Ms. Morales to the TAB or may choose not to act on the resolution. In which case, the District 5 appointment vacancy would remain open until an appointment is approved.

ATTACHMENTS:

1. Resolution to Appoint Transit Advisory Board Members
2. Maria Luna TAB Application
3. Otilia Morales TAB Application

RESOLUTION NO. 19 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MS. MARIA LUNA AND MS. OTILIA MORALES AS MEMBERS OF THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 3 AND DISTRICT 5 RESPECTIVELY.

WHEREAS, Councilmember Steve Montes has nominated Ms. Maria Luna for appointment to the City of Madera Transit Advisory Board; and

WHEREAS, Councilmember Santos Garcia has nominated Ms. Otilia Morales for appointment to the City of Madera Transit Advisory Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY FINDS RESOLVES AND ORDERS AS FOLLOWS:

1. The above recitals are true and correct.
2. Maria Luna and Otilia Morales are hereby appointed to the office of the Transit Advisory Board of the City of Madera for the term prescribed by law.
3. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Airport Advisory Commission
- ☐ Beautification Committee
- ☐ Civil Service Commission
- ☐ CDBG Review and Advisory Committee
- ☐ Loan Review Committee
- ☐ Planning Commission
- ☒ Transit Advisory Board
- ☐ Other: _____

Please type or print in ink.

Luna	MARIE	T
LAST NAME	FIRST NAME	MI
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
SAME		[redacted]
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
RETIRED		
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
59 YEARS ___ MONTHS	☒ YES ☐ NO	☐ YES ☒ NO

EDUCATIONAL BACKGROUND:

FRESNO CITY College
AA Degree
AS Degree

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I am the third generation, Living in MADERA, I see some what growth, or what needs attention in our infrastructure. therefore if we all work together we can improve our town, for our future. Now that Im retired, I can be a Voice for our community, most of all be proud to Live in our TOWN MADERA!!

REFERENCES (Optional):

Jan 9, 2019
DATE

Mary T. Lum
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Airport Advisory Commission
- ☐ Beautification Committee
- ☐ Civil Service Commission
- ☐ CDBG Review and Advisory Committee
- ☐ Loan Review Committee
- ☐ Planning Commission
- ☒ Transit Advisory Board
- ☐ Other: _____

Please type or print in ink.

LAST NAME	FIRST NAME	MI
MORALES	Otilia	

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		

MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
SAME		

EMPLOYER	JOB TITLE	BUSINESS PHONE
Retired		

(District 5)

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
66 YEARS ____ MONTHS	☒ YES ☐ NO	☐ YES ☒ NO

EDUCATIONAL BACKGROUND:

A.S degree in Child development
Units in Liberal ARTS
Site supervisor - Calsafe program
Retired teacher

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

A member A board member for ~~Schola~~ Dollars for Scholars.

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

To understand and to help improve and changes what is needed.
To have a voice

REFERENCES (Optional):

1 - 8 - 19
DATE

Helen Morales
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-5

SUBJECT: Consideration of a Resolution Appointing Muhammad Latif and Matilda Villafan to the Loan Review Committee

RECOMMENDATION: Staff recommends that City Council (Council) adopt the resolution appointing Muhammad Latif and Matilda Villafan to the Loan Review Committee (LRC).

DISCUSSION: The City of Madera housing assistance programs require loan applications to be reviewed and approved by the LRC. The function of the LRC is to review each first-time homebuyer and owner-occupied rehabilitation loan or grant application. The LRC was formed by the City Council during the November 15, 2000 Special Joint Meeting of the Madera City Council and City of Madera Housing Authority. The LRC Duties and Rules of Procedures stipulate that the LRC be composed of 5 members who serve for an extended period and are appointed by the City Council. It requires that all members of the LRC shall reside within the City of Madera and that they shall have background in residential mortgage lending, real estate, and the building trades industry. Currently, John Molina and Elvin Martin are serving on this committee. For the LRC to function properly a quorum of 3 members is needed to effectively review housing assistance programs' applications.

Council Member Holley is nominating Mr. Muhammad Latif to be appointed by the Council, and Council Member Garcia is nominating Mrs. Matilda Villafan to be appointed by the Council to serve on the LRC.

FINANCIAL IMPACT: The appointments do not impact the General Fund because the LRC serves in an advisory capacity. As per the LRC Duties and Rules of Procedure: "All members of the Committee shall serve without compensation; however, payment for any necessary expenses incurred in the conduct of pertinent business may be authorized by the City Council upon proper application thereof."

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The appointments advance a Vision Plan's priority as follows:

Strategy 316: Encourage and honor volunteer efforts in the community.

ALTERNATIVES:

1. Elect to not approve the Resolution.
2. Direct staff to assist with the process to identify replacement appointees.
3. Direct staff to thank existing appointees for their service and disband the LRC.

ATTACHMENTS:

1. Resolution
2. Muhammad Latif Commission, Board and Committee Application
3. Matila Villafan Commission, Board and Committee Application

RESOLUTION NO: 19-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MUHAMMAD LATIF AND MATILDA VILLAFAN TO THE LOAN REVIEW COMMITTEE

WHEREAS: the City administers a variety of Federal, State and Local funding sources through the City to provide First-Time Home Buyer and Owner-Occupied Rehabilitation assistance; and

WHEREAS: the City utilizes advisory committees comprised of community volunteers to review each first-time home buyer and owner-occupied rehabilitation loan and/or grant application; and

WHEREAS: the Loan Review Committee (LRC) was formed to improve and expedite the process of approving loans and/or grants under programs offered by the City; and

WHEREAS: the LRC operates under a set of guidelines known as the Duties and Rules of Procedure; and

WHEREAS: appointing Council Members believe Mr. Muhammad and Mrs. Villafan are qualified to serve on the LRC.

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

1. The above recitals are true and correct.
2. The appointment of Muhammad Latif and Matilda Villafan to the Loan Review Committee is hereby approved.
3. This resolution is effective immediately upon adoption.

Madera City Clerk
RECEIVED
By: [illegible]
Date: 12/7/18

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

____ ADA Advisory Council	✓ Airport Advisory Commission
____ Beautification Committee	✓ Civil Service Commission
✓ CDBG Review and Advisory Committee	✓ Loan Review Committee
✓ Planning Commission	✓ Transit Advisory Board
____ Other: _____	

Please type or print in ink.

LAST NAME LATIF FIRST NAME MUHAMMAD M.I.

[redacted]

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
18 YEARS ____ MONTHS	✓ YES ____ NO	____ YES ✓ NO

EDUCATIONAL BACKGROUND:

2 years College (diploma in Commerce)
High School Graduate

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

1) MCB Bank Employees Union
2) MCB Bank (MANAGER) 23 years continuesly Handled 7 Branches 3) STORE MANAGER 13 years (OWNER)

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

ADA Advisory council.

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I will SERVE ALL MATTERS AS ADVISED AS Commitee or commision. I love my town country community. Best of city. I am on ADA Advisory counil since from 2018.

REFERENCES (Optional):

MR. SANTOS GARCIA, Member city council
Mr. Derik Robinson, city council Member.
Mr. Garry Sawanda county Assesor (Madera)
MR. DR AFTAB NAZ, 4th Street Madera.

12.7.18
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street, Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

Madera City Clerk
RECEIVED
By: DAlvarez
Date: 11/10/19

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

____ ADA Advisory Council	____ Airport Advisory Commission
____ Beautification Committee	____ Civil Service Commission
____ CDBG Review and Advisory Committee	✓ Loan Review Committee
____ Planning Commission	____ Transit Advisory Board
____ Other: _____	

Please type or print in ink.

Villagran Matilda /

LAST NAME FIRST NAME M.I. (For)

[redacted]

HOME PHONE

MAILING ADDRESS

EMAIL ADDRESS JOB TITLE BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
43 YEARS 5 MONTHS	X YES ____ NO	____ YES X NO

EDUCATIONAL BACKGROUND:
Bachelors Degree in Social Work & Chicano Latino Studies from Fresno State

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

N/A

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

N/A

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I am interested in serving because I want change on my side of town. I want to get a better understanding on how all this works.

REFERENCES (Optional):

(559) [redacted]

1-8-19
DATE

Mateth M
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street, Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-6

SUBJECT:
Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Reimbursement of Repairs Totaling $10,510.32 to Police Unit 6016, a 2018 Ford Explorer

RECOMMENDATION:
Staff recommends the City Council (Council) authorize the Mayor to execute the Final Proof of Loss so that the City can collect insurance proceeds to reimburse for the repairs made to Police Unit 6016.

SUMMARY:
Police Unit 6016 was involved in an at-fault collision in August 2018. The City's vehicle insurance program will reimburse the City for the repairs, less its $2,000 self-insured retention. To receive the reimbursement, the City must execute a Final Proof of Loss with its primary insurance carrier confirming the amount of the claim and the amount to be reimbursed.

DISCUSSION:
On August 3, 2018, the Police Officer operating Unit 6016, a 2018 Ford Explorer, made a left turn at the intersection of South C Street and East 10th Street in Madera. While making the turn, the Police Officer collided with a vehicle proceeding straight on South C Street as well as with a vehicle waiting at the stop sign on 10th Street. This caused damage to both the driver and passenger sides of the Police vehicle and damaged the cargo storage box in the rear compartment of the vehicle.

The City participates in the Alliant Property Insurance Program (APIP) through Alliant Insurance Services, with claims handling provided by McLarens Young International. This program has a $10,000 deductible for scheduled auto losses. The City additionally participates in the Auto Physical Damage pooled program through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) to cover the $10,000 deductible with a $2,000 self-insured retention on vehicle losses. These programs provide reimbursement at current replacement value for losses.

The City filed an auto loss claim with APIP. The value of the loss was determined by the cost to repair the vehicle at Torres Body Shop of Madera and the replacement cost of the cargo box.

Item	Repair/Replacement Cost
Vehicle Repair	$9,150.88
Cargo Box Replacement	$1,359.44
Total	**$10,510.32**

The City has been notified that the claim will be paid in full, less the $2,000 self-insured retention. The APIP program will pay $510.32 and the CSJVRMA Auto Physical Damage Program will pay $8,000 for a total payment of $8,510.32. In order to receive payment, the City must execute a Final Proof of Loss with Alliant Insurance Services for the initial payment from the APIP program. Once that payment is made from APIP, the CSJVRMA will automatically process the pool payment of $8,000.

FINANCIAL IMPACT:
The damaged vehicle has already been repaired. The insurance settlement will be put into the appropriate accounts to offset monies already used to pay for the repairs to the vehicle and replacement of the cargo box. The Police Department will be responsible for the $2,000 self-insured retention not covered by insurance.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The requested action is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:
If the Council chooses not to take action on execution of the Final Proof of Loss, the City will not be reimbursed from its insurance, and in that case, the total cost of the repairs will be borne by the General Fund.

ATTACHMENTS:
1. Final Statement of Value and Loss
2. Final Proof of Loss

FINAL
STATEMENT OF VALUE AND LOSS

MADERA, CA **CSJVRMA / CITY OF MADERA**

VEHICLE COLLISION AUGUST 3, 2018

Coverage: Manuscript form extending vehicle replacement cost coverage. There is a $10,000 deductible applicable per occurrence.

Recapitulation of Verified Detail		Value	Loss
Loss as determined per McLarens:			
Vehicle Repair	$ 9,150.88		
Cargo Box Repair	$ 1,359.44		
Net Claim:	$ 10,510.32		$ 10,510.32
Value and Loss:		Not found	$ 10,510.32
Less: Deductible:			$ (10,000.00)
Net Claim:			$ 510.32
Current Payment:			$ 510.32

McLarens File No.: 002.047050.00.V

Amount of Policy
$

SWORN STATEMENT
in

Policy Number 017471589/05

Agency Name Alliant Insurance Services

FINAL PROOF OF LOSS

Issued	Expires
July 1, 2018	July 1, 2019

To **Lexington Insurance Company**
of **Boston, Massachusetts**

By the above indicated policy of insurance your insured **CSJVRMA and its member City of Madera**

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A loss occurred about the hour of ____ o'clock ____ M., on the 6th day of July 20 18
The cause and origin of said loss were: Vehicle Collision 2018 Ford Explorer – VIN #1FM5K8AR1JGA15784
vehicle was repaired.

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:

3. Title and Interest: When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon.
(State exceptions, if any.) NO EXCEPTIONS

4. Changes: Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.)
NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss,
$

6. The Cash Value of said property at the time of loss was ..... $ Not Determined

7. The Whole Loss and Damage was ..... $ **10,510.32**

8. The Amount Claimed under the above numbered policy ..... $ **510.32**
(Amount claimed is net applicable $10,000.00 deductible.)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed , and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:
Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of California

(Insured Signature)

County of Madera

Andrew J. Medellin Insured

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (month), _____ (year) by

_____ proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.

_____ (signature of Notary)

McLarens File No.: 002.047050.00.V

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-7

SUBJECT: **Consideration of a Resolution Accepting Public Utility Easement Deed, Offered by The Wareeth Group, LLC, at Madera Avenue and Gateway Drive, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance**

RECOMMENDATION:

Staff recommends that City Council (Council) adopt a resolution accepting a Public Utility Easement deed as offered by The Wareeth Group LLC and authorizing the City Clerk to execute of the Certificate of Acceptance for said deed and cause it to be recorded.

SUMMARY:

The Wareeth Group LLC, owner of two adjacent properties located at 500 and 508 South Gateway Drive, APN's 010-213-001, and 101-213-002, has offered a 10-foot wide Public Utility Easement (PUE) along Madera Avenue (State Route 145) and Gateway Drive (State Route 145) as seen in the attached location map, as a condition of project development. It is recommended that the Council accept this easement offer as it meets the dedication requirement as requested by the City.

DISCUSSION:

On June 4, 2016, Conditional Use Permits 2016-12, 13 and 14, and Site Plan Review 2016-23, were approved, to allow for the development of an automotive sales and service center. The 10-foot wide PUE deed dedication along Madera Avenue (State Route 145) and Gateway Drive (State Route 145) now being offered was required as a condition of this project. The easement being offered fronts both adjacent properties which the project resides.

For the purposes of this easement and others, the generic definition of an easement is that it provides a right to cross or otherwise use someone else's land for a specified purpose. In this case, the easement allows for the installation of utilities intended to serve the public.

FINANCIAL IMPACT:

Acceptance of the aforementioned Public Utility Easement imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as action 126, which calls for safe and aesthetically pleasing streets.

ALTERNATIVES:

The alternative would be to not accept the easement. This would result in the inability of the developer to complete this project condition required by the City.

ATTACHMENTS:

1. Resolution
2. Location map
3. Public Utility Easement deed

ATTACHMENT 1

RESOLUTION NO. 19 - ____

A Resolution of the City Council of the City of Madera Accepting Public Utility Easement Deed, Offered by The Wareeth Group, LLC, at Madera Avenue and Gateway Drive, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance

WHEREAS, property owner, The Wareeth Group, LLC, has offered for dedication to the City a Public Utility Easement deed for public utility purposes; and

WHEREAS, the City Engineer has certified to this Council that the Public Utility Easement deed offered meets the current project's dedication requirements.

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 Public Utility Easement deed, granted to the City by The Wareeth Group, LLC, a copy of which is on file in the office of the City Clerk and referred to for particulars, is accepted.

3. The City Clerk is hereby authorized and directed to execute and cause to be recorded the Public Utility Easement deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

ATTACHMENT 2

LOCATION MAP



CITY OF MADERA ENGINEERING DEPARTMENT 205 W. 4TH STREET MADERA, CA 93637	*WAREETH GROUP LLC* EASEMENT DEDICATION	DR BY: EP CH BY: KH DATE: 02/6/19 SCALE: NTS SHT 1 OF 1

ATTACHMENT 3

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee waived per Section 27383 of the Government Code.....No Fee Due 0

APN: 010-213-001 and 010-213-002

PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **THE WAREETH GROUP, LLC,**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

By: _____ Date: 11/7/2018

Print Name: Ibrahim Alwareeth Title: Managing Member

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 11/7/18, before me, Sonia Alvarez, Notary Public, personally appeared Ibrahim Alwareeth 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

Sonia Alvarez

SONIA ALVAREZ
Notary Public - California
Madera County
Commission # 2249612
My Comm. Expires Aug 9, 2022

EXHIBIT "A" PAGE 1 OF 2

LEGAL DESCRIPTION

APN 010-213-001 & 002
City of Madera

That portion of Lots 1 through 10, inclusive, in Block 4 of Hughes Addition to the Town, now City of Madera, according to the map thereof, filed and recorded in the office of the County Recorder of the County of Fresno, State of California, February 5, 1889 in Book 4 of Maps, at Page 31, and that portion of the Southeasterly half of Ninth Street (since abandoned) lying Northwesterly of and adjacent to the Northwesterly line of Lot 1, Block 4 of said Hughes Addition, and also that portion of the Southeasterly half of said Ninth Street (since abandoned) lying Northwesterly of and adjacent to the Northwesterly line of the Northeasterly half of the Alley in said Block 4, described as follows:

COMMENCING for reference at the most Southerly corner of said Lot 10; Thence, along the Southwesterly line of said Lot 10, North 39°10'42" West, 20.25 feet to a point on a line parallel with and 13.00 feet West of the East line of said Block 4, said point being the **TRUE POINT OF BEGINNING**;

Thence, along last said parallel line, North 00°45'18" East, 214.46 feet to a point on a line parallel with and 13.00 feet Southwesterly of the Northeasterly line of said Block 4;

Thence, along last said parallel line, North 39°16'41" West, 153.07 feet to a point on the centerline of said Ninth Street (since abandoned);

Thence, along the centerline of said Ninth Street (since abandoned), South 50°41'27" West, 10.00 feet to a point on a line parallel with and 23.00 feet Southwesterly of the Northeasterly line of said Block 4;

Thence, along last said parallel line, South 39°16'41" East, 149.42 feet to a point on a line parallel with and 23.00 feet West of the East line of said Block 4;

Thence, along last said parallel line, South 00°45'18" West, 198.88 feet to a point on the Southwesterly line of said Lot 10;

Thence, along the Southwesterly line of said Lot 10, South 39°10'42" East, 15.58 feet to the **TRUE POINT OF BEGINNING**.

Consisting of approximately 3,579 square feet, more or less.

Anne M. Smoke, PLS 7985
Lic. Exp. 12/31/2018

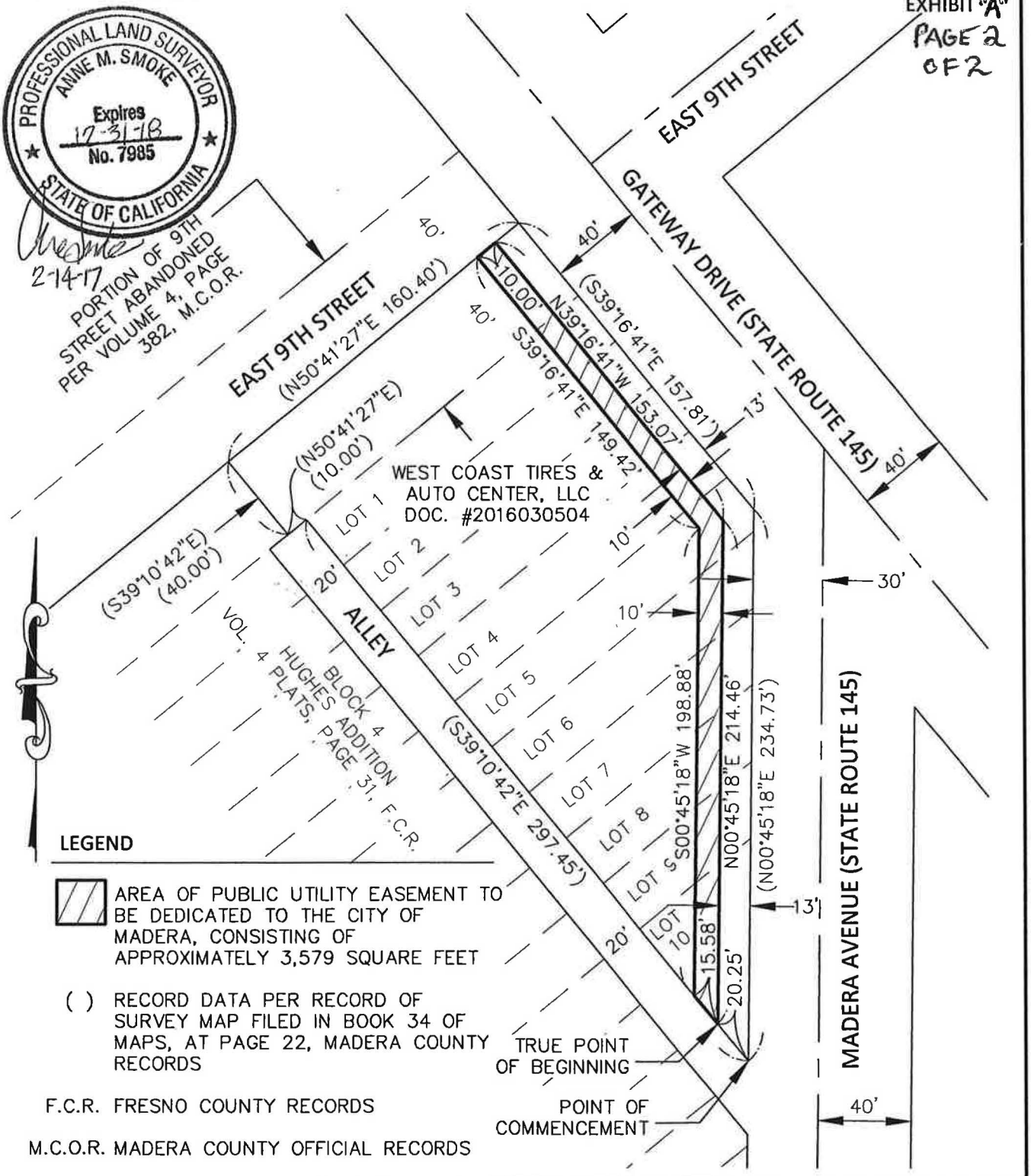
2-14-17
Date

PROFESSIONAL LAND SURVEYOR
ANNE M. SMOKE
Expires 12-31-18
No. 7985
STATE OF CALIFORNIA

EXHIBIT "A"
PAGE 2 OF 2

PROFESSIONAL LAND SURVEYOR
ANNE M. SMOKE
Expires 12-31-18
No. 7985
STATE OF CALIFORNIA

2-14-17



LEGEND

▨ AREA OF PUBLIC UTILITY EASEMENT TO BE DEDICATED TO THE CITY OF MADERA, CONSISTING OF APPROXIMATELY 3,579 SQUARE FEET

( ) RECORD DATA PER RECORD OF SURVEY MAP FILED IN BOOK 34 OF MAPS, AT PAGE 22, MADERA COUNTY RECORDS

F.C.R. FRESNO COUNTY RECORDS

M.C.O.R. MADERA COUNTY OFFICIAL RECORDS

GRAPHIC SCALE

0' 30' 60' 120'

(IN FEET)
1 inch = 60 ft.

PUBLIC UTILITY EASEMENT
WEST COAST TIRES & AUTO CENTER
500 & 508 SOUTH GATEWAY DRIVE
MADERA, CA

DRAWN BY: AMS
DATE: 1-16-17

MINNEY SURVEYING
17137 ROAD 37
MADERA, CA 93636
(559) 322-8235
www.minneysurveying.com

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-8

SUBJECT: **Consideration of a Resolution Accepting Public Utility Easement Deed and Public Street Easement Deed, Located Near the Northeast Corner of Pecan Avenue and Madera Avenue (SR 145), Offered by Brar Holdings, Inc. and Dealer Properties LLC, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance**

RECOMMENDATION:

Staff recommends that City Council (Council) adopt a resolution accepting the Public Utility Easement (PUE) deed and Public Street Easement (PSE) deed as offered by Brar holdings, Inc. and Dealer Properties LLC, and authorizing the City Clerk to execute of the Certificate of Acceptance for said deed and cause it to be recorded.

SUMMARY:

Brar holdings, Inc. and dealer properties LLC, "Subdivider", is undergoing the City's land division process as necessary to record Parcel Map (PM) 18-P-01. The Subdivider has offered for dedication a PSE and a PUE as required by the City as a condition of approving the PM. Engineering staff hereby requests that the Council accept the offered easement dedications on behalf of the City in conjunction with PM 18-P-01.

DISCUSSION:

PM 18-P-01 subdivides an existing parcel of land (APN 012-133-050) located near the northeast corner of Pecan Avenue and Madera Avenue (SR 145) into three reconfigured parcels. The Development Review Committee approved the associated Tentative Parcel Map (TPM) No. 2018-02 on October 18, 2018. Conditions of approval for PM 18-P-01 associated with TPM 2018-02 included the requirement to dedicate a 10-foot wide PUE along Madera Avenue (SR 145) and

along Pecan Avenue, and a 20-foot wide Street Easement along Pecan Avenue (see Attachment 2). Copies of the PUE deed and Street Easement Deed are attached (Attachments 3 and 4).

For the purposes of these and other easement types, the generic definition of an easement is that it provides a right to cross or otherwise use someone else's land for a specified purpose. In this case, the PUE allows for the installation of utilities intended to serve the public while the PSE allows for the construction of a City street and related improvements such sidewalks and streetlights.

FINANCIAL IMPACT:

Acceptance of the aforementioned PSE and PUE imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as Action 126, which calls for safe and aesthetically pleasing streets.

ALTERNATIVES:

The alternative would be to not accept the easement. This would result in the inability of the developer to record the map.

ATTACHMENTS:

1. Resolution
2. Location map
3. Public Utility Easement deed
4. Public Street Easement deed

ATTACHMENT 1

RESOLUTION NO. 19 - ____

A Resolution of the City Council of the City of Madera Accepting Public Utility Easement deed and Public Street Easement deed, Located Near the Northeast Corner of Pecan Avenue and Madera Avenue (SR 145), Offered by Brar Holdings, Inc. and Dealer Properties LLC, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance

WHEREAS, property owner, Brar Holdings, Inc. and Dealer Properties LLC, have offered for dedication to the City a Public Utility Easement deed and public Street Easement deed for public utility and street purposes; and

WHEREAS, the City Engineer has certified to this Council that the Public Utility and Street Easement deeds offered meet the current project's dedication requirements.

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 Public Utility Easement Deed, granted to the City by Brar Holdings, Inc. and Dealer Properties LLC, a copy of which is on file in the office of the City Clerk and referred to for particulars, is accepted.

3. The City Clerk is hereby authorized and directed to execute and cause to be recorded the Public Utility Easement Deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.

4. The public Street Easement Deed, granted to the City by Brar Holdings, Inc. and Dealer Properties LLC, a copy of which is on file in the office of the City Clerk and referred to for particulars, is accepted.

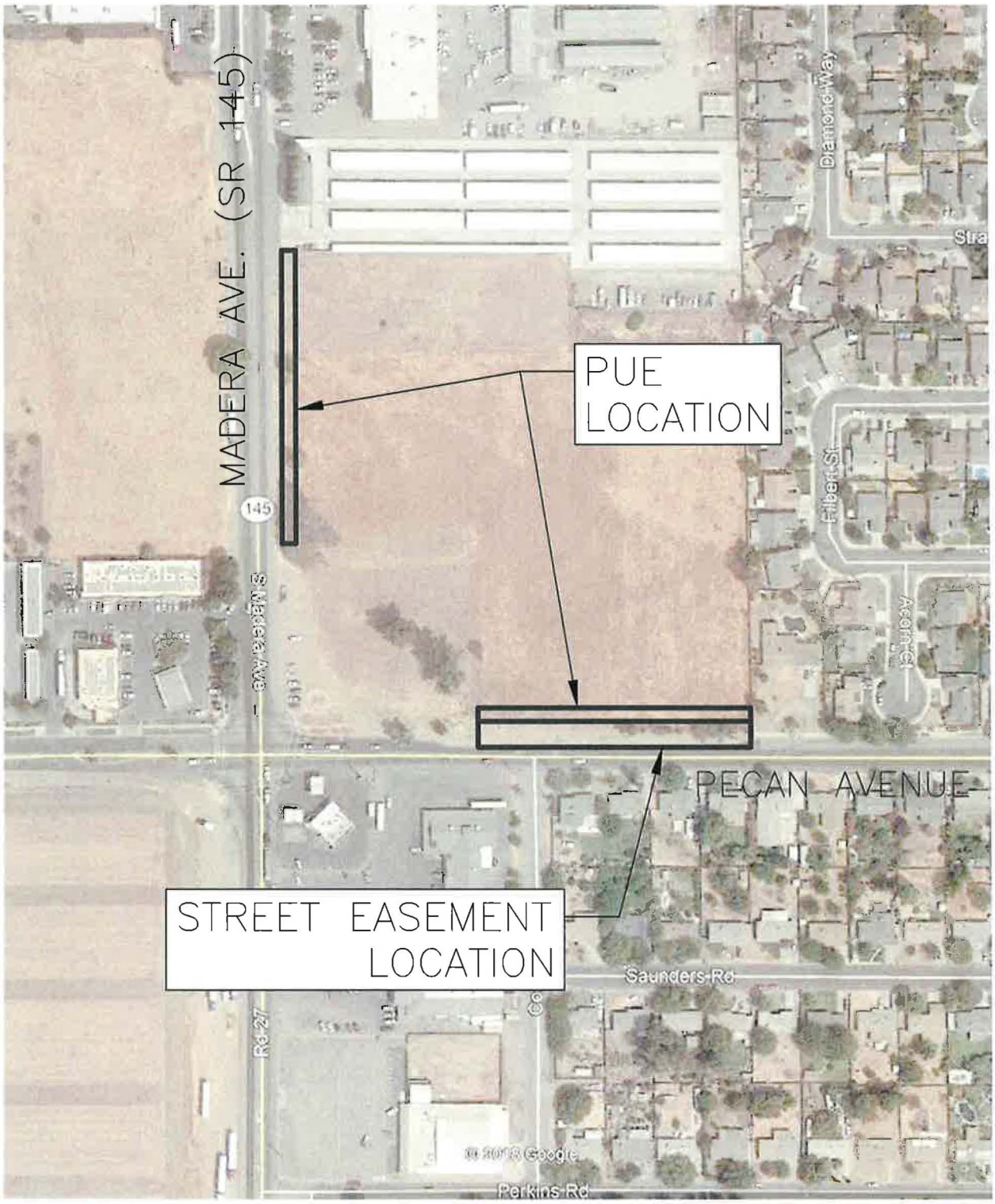
5. The City Clerk is hereby authorized and directed to execute and cause to be recorded the public Street Easement Deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.

6. This resolution is effective immediately upon adoption.

* * * * * * * * * *

ATTACHMENT 2

LOCATION MAP



CITY OF MADERA ENGINEERING DEPARTMENT 205 W. 4TH STREET MADERA, CA 93637	*BRAR HOLDINGS INC AND DEALER PROPERTIES LLC* EASEMENT DEDICATIONS	DR BY: EP CH BY: KH DATE: 02/6/19 SCALE: NTS SHT 1 OF 1

ATTACHMENT 3

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 012-133-050

PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **BRAR HOLDINGS INC. & DEALER PROPERTIES LLC,**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for public utility purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'A' & Exhibit 'B' attached hereto and made a part hereof)

BRAR HOLDINGS INC, A CALIFORNIA CORPORATION

By: _____ Date: 2/7/19

GURSEWEK BRAR, PRESIDENT

DEALER PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____ Date: 2/7/19

LAKHWINDER S. BRAR, MANAGING MEMBER

ATTACH NOTARY ACKNOWLEDGMENT
DMA 18-087

EXHIBIT A

PUBLIC UTILITY EASEMENT

The east 10.00 feet of the west 67.00 feet and the north 10.00 feet of the south 60.00 feet of the southwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base & Meridian lying within Parcel 'B' of LLA No. IV-95-02, delineated on that certain Record of Survey filed in November 1995 in Book 44 of Maps at Page 42, Madera County Records.

EXCEPTING THEREFROM: the lands described in that certain Grant Deed recorded September 30, 2016 as Document No. 2016024503, Official Records Madera County.



EXHIBIT "B"

BASIS OF BEARINGS:

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN, WAS TAKEN TO BE NORTH 00°14'00" EAST, AS SHOWN IN RECORD OF SURVEY, IN BOOK 44, PAGE 42, M.C.R.

RECORD OWNERS :

BRAR HOLDINGS, INC.
P.O. BOX 207
MADERA, CA 93639

DEALER PROPERTIES, LLC
P.O. BOX 58
MADERA, CA 93639

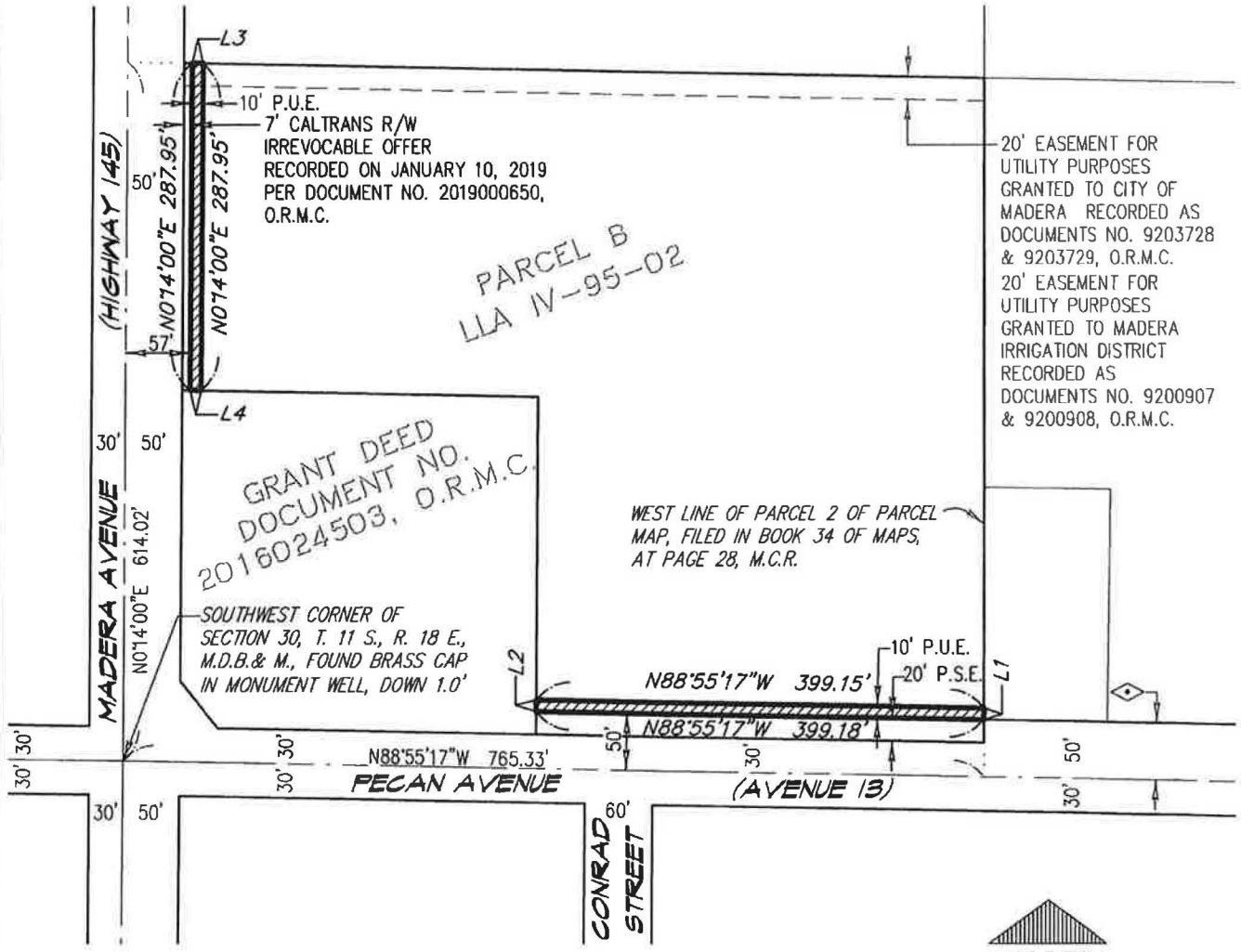
A.P.N. : 012-133-050

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N0°06'01"E	10.00'
L2	N0°14'00"E	10.00'
L3	N88°53'10"W	10.00'
L4	N88°55'17"W	10.00'

LEGEND:

INDICATES AREAS TO BE DEEDED FOR PUBLIC UTILITY EASEMENT PURPOSES CONSISTING OF 6,871 SQ. FT.

50' PUBLIC STREET EASEMENT, RECORDED IN BOOK 2046, AT PAGE 86 AS DOCUMENT NO. 9248-88 OF M.C.R.





NORTH
GRAPHIC SCALE
150 0 75 150
1 INCH = 150 FEET

BY: M. ESLIMI - 02/06/19
DMA CADFILE: 18-087EE01
FB# 426

PREPARED BY:
DALE G. MELL & ASSOCIATES
ENGINEERING & SURVEYING SERVICES
2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703
(559) 292-4046 * FAX 251-9220 * EMAIL: STAFF@DALEMELL.COM

PLOTTED BY: MARJAN ESLIMI ISFAHANI - 2/6/2019 4:57:20 PM C:\MY DOCUMENTS\18-087EE01.DWG

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 2/7/19 before me, Ema Garcia Reyes, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Lakhwinder S. Brar
Name(s) of Signer(s)

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 _____
Signature of Notary Public

EMA GARCIA REYES
Notary Public – California
Madera County
Commission # 2192948
My Comm. Expires May 13, 2021

Place Notary Seal Above

OPTIONAL

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Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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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 2/7/19 before me, Ema Garcia Reyes, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gursewek Brar
Name(s) of Signer(s)

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 _____
Signature of Notary Public

EMA GARCIA REYES
Notary Public – California
Madera County
Commission # 2192948
My Comm. Expires May 13, 2021

Place Notary Seal Above

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☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ATTACHMENT 4

RECORDING REQUESTED BY:
City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due 0

APN: 012-133-050

PUBLIC STREET EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **BRAR HOLDINGS INC. & DEALER PROPERTIES LLC,**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for public street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'A' & Exhibit 'B' attached hereto and made a part hereof)

BRAR HOLDINGS INC, A CALIFORNIA CORPORATION

By: _____ Date: 2/7/19

GURSEWEK BRAR, PRESIDENT

DEALER PROPERTIES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: _____ Date: 2/7/19

LAKHWINDER S. BRAR, MANAGING MEMBER

ATTACH NOTARY ACKNOWLEDGMENT
DMA 18-087

EXHIBIT A

PUBLIC STREET EASEMENT

The north 20.00 feet of the south 50.00 feet of the southwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base & Meridian lying within Parcel 'B' of LLA No. IV-95-02, delineated on that certain Record of Survey filed in November 1995 in Book 44 of Maps at Page 42, Madera County Records.

EXCEPTING THEREFROM: the lands described in that certain Grant Deed recorded September 30, 2016 as Document No. 2016024503, Official Records Madera County.



EXHIBIT "B"

BASIS OF BEARINGS:

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN, WAS TAKEN TO BE NORTH 00°14'00" EAST, AS SHOWN IN RECORD OF SURVEY, IN BOOK 44, PAGE 42, M.C.R.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N0°06'01"E	20.00'
L2	N0°14'00"E	20.00'

LEGEND:

INDICATES AREA TO BE DEEDED FOR PUBLIC STREET EASEMENT PURPOSES CONSISTING OF 7,984 SQ. FT.

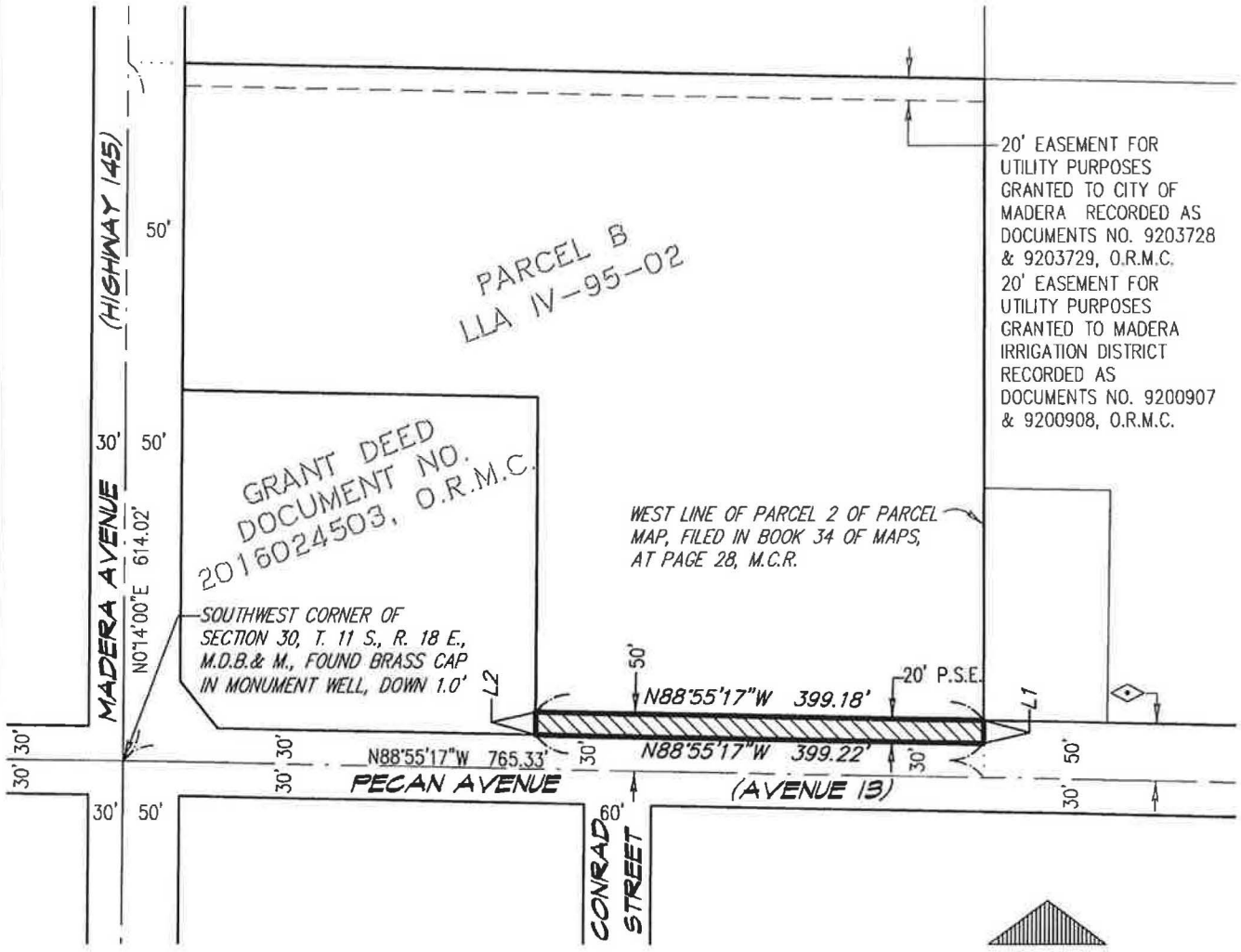
50' PUBLIC STREET EASEMENT, RECORDED IN BOOK 2046, AT PAGE 86 AS DOCUMENT NO. 9248-88 OF M.C.R.

RECORD OWNERS :

BRAR HOLDINGS, INC.
P.O. BOX 207
MADERA, CA 93639

DEALER PROPERTIES, LLC
P.O. BOX 58
MADERA, CA 93639

A.P.N. : 012-133-050



NORTH

GRAPHIC SCALE

150 0 75 150

1 INCH = 150 FEET

BY: M. ESLIMI - 01/25/19

DMA CADFILE: 18-087EE03

FB# 426

PREPARED BY:

DALE G. MELL & ASSOCIATES

ENGINEERING & SURVEYING SERVICES

2090 NORTH WINERY AVENUE, FRESNO, CALIFORNIA 93703

(559) 292-4046 * FAX 251-9220 * EMAIL: STAFF@DALEMELL.COM

PROFESSIONAL LAND SURVEYOR * DALE G. MELL * No. 4825 * STATE OF CALIFORNIA

PLOTTED BY: MARJAN ESLIMI ISFAHANI - 1/25/2019 1:41:24 PM C:\MY DOCUMENTS\18-087EE03.DWG

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 2/7/19 before me, Ema G Reyes, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Gursewek Brar
Name(s) of Signer(s)

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.

EMA GARCIA REYES
Notary Public – California
Madera County
Commission # 2192948
My Comm. Expires May 13, 2021

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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State of California)
County of Madera)

On 2/2/19 before me, Ema G Reyes, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lakhwinder S. Brar
Name(s) of Signer(s)

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 _____
Signature of Notary Public

EMA GARCIA REYES
Notary Public – California
Madera County
Commission # 2192948
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☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
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☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: B-9

SUBJECT: **Consideration of a Minute Order Acceptance of the Water Main Installations at Various Locations Project, City Project No. W 16-03; and**

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2018/19 Capital Fund Budget for Water Main Installations at Various Locations City Project No. W 16-03

RECOMMENDATION:

Staff recommends that the City Council (Council) take the following actions regarding Water Main Installations at Various Locations Project, City Project No. W 16-03 (the "Project"):

1. Approve Minute Order accepting the Project, authorizing the recording of the Notice of Completion, and authorizing the release of retention 35 days after recording of the Notice of Completion.

2. Adopt a Resolution authorizing a funding amendment to Fiscal Year (FY) 2018/19 Capital Projects Budget appropriating $13,000 in additional funds for the Project.

SUMMARY:

The City Council (Council), at their December 20, 2017 meeting, awarded a contract to Emmetts Excavation Inc. for the construction of the Project. The contractor has substantially completed the Project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the Project. Total Project costs exceeded the original budget by approximately $13,000. A budget amendment is recommended to reconcile the budget with final Project costs.

DISCUSSION:

A final Project inspection was held by the Engineering Department. Affected divisions within the Public Works Department also participated in the final review of the Project. All parties agree the Project can be recommended for acceptance by the City Council and a Notice of Completion recorded. This Project is a conglomeration of seven City Capital Improvement Program (CIP) projects that were combined into a single project for enhanced economies of scale and to form a project size more conducive to lower construction bids.

The general scope of work for the Project consisted of the installation of approximately 1,750 feet of 8-inch water main and 2,520 feet of 12-inch water main. The CIP water main projects included within this Project and the reason for their inclusion are as follows:

1. W-FF-4: Olive Avenue, extending from Grove Street to Cypress Street. Install approximately 770 feet of new 12-inch water main. The 2014 Water System Master Plan recommended this installation for improvement of fire flow.
2. W-FF-1: Maple Street, extending from Pine Street to Noble Street. Install approximately 890 feet of 8-inch water main in parallel with an existing water line. The 2014 Water System Master Plan recommended this installation for improvement of fire flow.
3. W-FF-2: Rotan Avenue, extending from Howard Road to Oak Street. Install approximately 450 feet of 8-inch water main in parallel with an existing 6-inch water line. The 2014 Water System Master Plan recommended this installation for improvement of fire flow.
4. W-PSW-50: Pecan Avenue, extending from Monterey Street to approximately 680 feet west from Monterey Street. Install approximately 680 feet of new 12-inch water main. The 2014 Water System Master Plan recommended this installation to close a gap between existing lines in order to improve efficiency of the City's water system.
5. W-PSE-3: Pecan Avenue, extending from Madera Avenue to approximately 750 feet east from Madera Avenue. Install approximately 750 feet of new 12-inch water main. The 2014 Water System Master Plan recommended this installation to close a gap between existing lines in order to improve efficiency of the City's water system.
6. W-28: Sycamore Street, extending from the existing fire hydrant on Sycamore Street to Lake Street. Replace approximately 410 feet of existing 2-inch galvanized water line with new 8-inch water main. Public Works reported regular maintenance and repair issues with this existing 2-inch galvanized water line. This line was replaced to reduce regular maintenance on the line and increase water system redundancy and efficiency.
7. W-PNW-30: Intersection of Aviation Drive and Falcon Drive. Install approximately 320 feet of new 12-inch water main between Aviation Drive and Falcon Drive. The 2014 Water System Master Plan recommended this installation to close a gap between existing lines in order to improve efficiency of the City's water system.

A map showing the locations of each of the project elements described above is attached.

The original contract amount was $671,037. An additional $12,949 was added to the contract due to an emergency repair of leaking valves at Maple Street and Cypress Street that consisted of removing two gate valves at a tee connection and replacing them with three new gate valves. The replacement of the gate valves was considered an urgent need due to excessive leaking of water into the street as shown in the image below.



Figure 1 – Emergency repair at Maple Street and Cypress Street (Before Repair)

The contractor was working in Maple Street at the time that the leak was discovered. The leaking valve was not related to the work by Emmett's Excavation. The City requested the Contractor provide a quote for the repair of the gate valves given that the Contractor was already on site and staff's opinion that this would be a cost savings to the City over hiring a new contractor on an emergency basis. The Contractor submitted an acceptable proposal to the City.

Two Contract Change Orders were processed for work added/deleted to the Project. Significant contract adjustments are noted below.

Contract Change Orders

Change Order No. 1

CCO	Item Description	Amount
1-1	Extra work at Maple Street and Cypress Street: replace and install three each six-inch gate valves	$ 12,949.00
1-2	Extra work at Howard Avenue and Rotan Avenue for hot tap procedure	$ 7,681.00
1-3	Extra work: Potholing for utilities identified, but not shown on drawings at Sycamore Street and hot tap procedure at Olive Avenue	$ 9,413.00
1-4	Extra Work: Potholing for utilities identified, but not shown on drawings at Sycamore Street	$ 2,875.39
1-5	Extra Work: Overtime work to do a tie-in as requested by City staff	$ 624.00
1-6	Extra work at Olive Avenue due to utility identified, but not shown on the drawings that conflicted with proposed pipe alignment	$ 8,414.38
1-7	Extra work: Howard Avenue and Rotan Avenue sewer utility abandonment	$ 1,016.52
1-8	Extra work: Potholing for utilities identified in the field, but not shown on the drawings at West Pecan	$ 1,055.52
1-9	Extra work: Potholing for utilities identified, but not shown on the drawings at West Pecan Avenue	$ 3,207.68
1-10	Extra work: Potholing for existing water valves and water line Olive Avenue and Park Ave Avenue	$ 2,216.00
1-11	Extra work: Potholing to locate the end of the pipe not shown on plans at West Pecan Avenue	$ 2,081.00
1-12	Extra work: Potholing for identified water line, but not shown on the drawings at Olive Avenue and Park Street	$ 1,931.70
1-13	Extra work: Olive Avenue and Park tie-in to existing water main	$ 3,413.15
1-14	Bid Item Number 20: Add one each of air vacuum and release valve at Olive Avenue at approximately 190' East of Olive Avenue and Park Street	$ 3,000.00

1-15	Bid item number 22: Add 11.25 tons of aggregate base type II	$ 675.00
1-16	Bid item number 11: Deduct five each 12-inch gate valve and valve boxes	$ (15,000.00)
1-17	Bid Item Number 14: Deduct one each four-inch gate valve and valve boxes	$ (1,500.00)
1-18	Bid Item Number 15: Deduct two each connection to existing water main at Olive Avenue and Park Street and Howard Avenue and Rotan Avenue	$ (12,000.00)
1-19	Bid item number 8: Deduct one each 50 lineal foot 12-inch PVC-900 Class 235 Water Main at West Pecan Avenue alignment	$ (3,500.00)
	Total Additive Amount - - - -	$60,553.34
	Total Deductive Amount - - - -	$32,000.00
	Total Additive Amount - - - -	$28,553.34

Change Order No. 2

CCO	Item Description	Amount
2-1	Additional 52.5 tons of bid item number 23: Type B, half-inch asphalt concrete overlay	$ 11,025.00
2-2	Extra work: 166.01 tons of Type B, half-inch asphalt concrete overlay at negotiated price for $205.75 per Ton	$ 34,156.56
	Total Additive Amount - - - -	$45,181.56
	Total Deductive Amount - - - -	0.00
	Total Change Order 2 - - - -	$45,181.56

The total cost of the Change Orders added $73,734.90 to the contract, increasing the Project approximately 11 percent to $744,771.90.

The construction of the Project was completed within the contract time. An adjusted budget appropriating additional funds in the amount of $13,000.00 is necessary to fully fund the Project.

FINANCIAL IMPACT:

Funding for the Project was programmed in Fiscal Year (FY) 2017/18 in several line item accounts and rolled over into the FY 2018/19. The majority of the funds for the Project come from Water Utility Fund Account Number 20303830. The remaining funds representing new development

proportionate share of the Pecan Water Mains come from Water Pipe Impact Fee Account Number 40810000.

Exhibit AA to the Resolution transfers the costs associated with the Water Valve Repairs from Water Maintenance and Operations Fund Account Number 20303800 to the Maple Street Project Budget to cover construction costs and associated inspection, testing and staff time.

Construction of this Project had no financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 101.6 - This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

If Council does not accept the completion of this Project, then the Contractor cannot be paid the final amount due based on Project completion under the terms of the original agreement approved by City Council.

ATTACHMENTS:

1. Council Resolution
2. Map
3. Notice of Completion

ATTACHMENT 1

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2018/19 CAPITAL FUND BUDGET FOR THE WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. W 16-03

WHEREAS, seven projects comprising the Installation of Water Mains at Various Locations Project, City Project No. W 16-03 ("Project"), hereinafter called "the Project", are included in the FY 2018/19 Budget for Capital Projects; and

WHEREAS, additional funds are necessary for the construction phase of the Project; and

WHEREAS, funds are available in the unprogrammed fund balance of the Water Maintenance and Operations Fund Org. No. 20303800.

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

1. The above recitals are true and correct.

2. The 2018/19 Capital Projects Budget is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.

4. This resolution is effective immediately.

* * * * * * * *

EXHIBIT AA

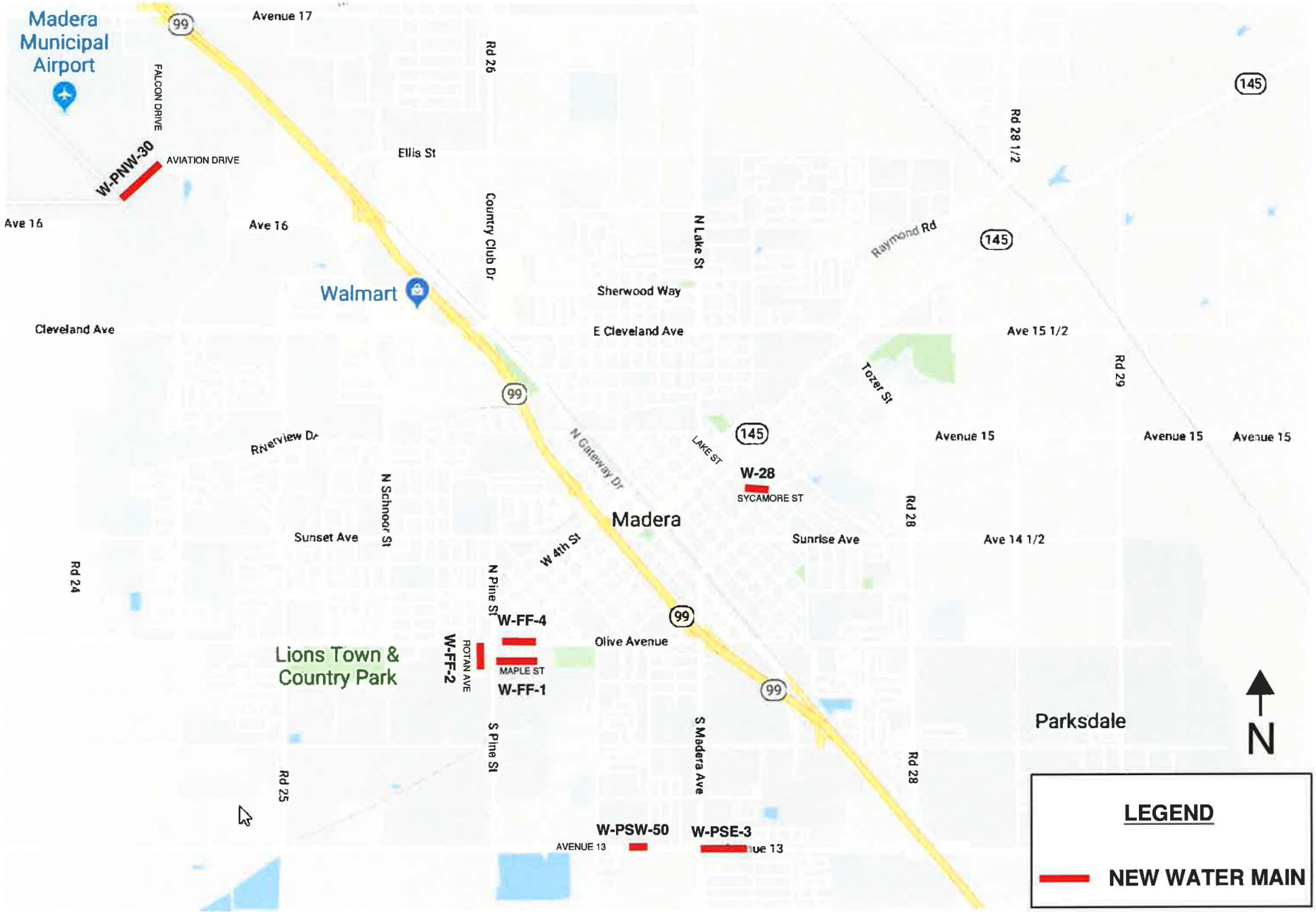
CITY OF MADERA

Resolution 19 -

Appropriating Additional Funds for the Water Main Installation at Various Locations
City Project No. W 16-03

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL (+)	(-)
Water Maintenance and Operations (20303800)					
20303800	7050	W-FF-001	Maple St Water Main, Pine to Noble	13,000.00	
2030	6440		Unappropriated Fund Balance		13,000.00
				13,000.00	**13,000.00**

ATTACHMENT 2



WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS
CITY PROJECT NO. W 16-03

ATTACHMENT 3

RECORDING REQUESTED BY:
CITY OF MADERA

AND WHEN RECORDED MAIL TO:
CITY OF MADERA – CITY CLERK
205 W. 4TH STREET
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is **City of Madera**
3. The full address of the undersigned is **205 West 4th Street; Madera, CA 93637**
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	

6. A work of improvement on the property hereinafter described was completed on **FEBRUARY 20, 2019**
7. The name of the original contractor, if any, for such work of improvement was **Emmett's Excavation, Inc.**
   (If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
N/A	

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of **Madera** County of **Madera**, State of California, and is described as follows:

WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS CITY PROJECT NO. W 16-03

10. The street address of said property is Madera **City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E
City Engineer

STATE OF CALIFORNIA
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: _____

The 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

Subscribed and sworn to (or affirmed) before me on the _____ day of February, 2019, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____(Seal)
Sonia Alvarez, City Clerk

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: 02/20/19

Agenda Number: B-10

SUBJECT: **Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District**

RECOMMENDATION: Staff requests that the Council adopt a resolution appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District.

SUMMARY: This item was pulled from the 2/6/19 agenda and is now bring brought back before the Council for consideration. The attached letter was received from the Madera County Mosquito and Vector Control District (District) requesting consideration of appointing Donald Horal to a new term as the City's representative on the District's Board of Trustees. Mayor Medellin would like to appoint Mr. Horal to a new term.

The term of office for Donald Horal expired on January 1, 2018. He has been serving two year terms as the City's representative since March 15, 2006 and is interested in continuing to serve.

The Board of Trustees for the District is comprised of seven (7) members. The selected individual must be a registered voter and resident of the City.

The District is responsible for conducting effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors. The Board of Trustees is the governing body charged with establishing the policies and guidelines for the operation of the District.

FINANCIAL IMPACT: There is no financial impact.

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

ALTERNATIVES:

1. Adopt the resolution appointing Don Horal as the City's representative on the District Board.
2. Should the Council not adopt the resolution to appoint Mr. Horal, staff will request that the Council submit a new nomination(s) for action at a future meeting.

ATTACHMENTS:

1. Resolution
2. Letter from Madera County Mosquito and Vector Control District.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

WHEREAS, Division 3, Chapter 1, of the California Health and Safety Code (the "Law") sets forth the provisions for the creation and formation of the Madera County Mosquito and Vector Control District, its Board of Trustees, and selection of its members to the Board of Trustees; and

WHEREAS, the Law sets forth appointment and membership requirements, terms of office and removal of trustees to the Madera County Mosquito and Vector Control District; and

WHEREAS, Section 2021(b) of the Law authorizes the governing body of the City of Madera to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the City Council of the City of Madera is the governing body within the electorate of the City of Madera and authorized to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the term of office of the City's current representative on the Board of Trustees of the Madera County Mosquito and Vector Control District expired January 1, 2018; and

WHEREAS, it is the desire and intention of the Madera City Council to appoint Donald Horal as its representative to the Madera County Mosquito and Vector Control District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. Donald Horal is hereby appointed to the Office of Trustee to the Board of Trustees of the Madera County Mosquito and Vector Control District.

3. The term of appointment shall be through January 1, 2020.

4. This resolution is effective immediately upon adoption.

****

MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

3105 AIRPORT DRIVE
MADERA, CALIFORNIA 93637
TELEPHONE (559) 662-8880
FAX NUMBER (559) 662-8883
E-MAIL alexs_mmvcd@unwiredbb.com

BOARD OF TRUSTEES

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PETER FRY, VICE PRESIDENT
MINNIE AGUIRRE
DAVID BUMP
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DISTRICT PERSONNEL

ALEX SCALZO Manager
ISTVAN MENYHEY, FIELD FOREMAN
TERESA HAMILTON, SECRETARY/BOOKKEEPER
GABINO PRADO, DATA ANALYST
CHRISTOPHER RUCKMAN, MAINTENANCE
TRINIDAD REYES, ASSISTANT BIOLOGIST

January 16, 2019

Dear Sonia,

The District's Board Member Donald Horal's term representing the City of Madera has expired as Trustee appointed by the City Council? Donald would like to serve another term and has done an excellent job in the past. Please put this on the City Council's Agenda for approval as soon as possible?

Best Regards

Alex Scalzo
District Manager

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: C-1

SUBJECT:

Second Reading and Consideration of Adoption of an Ordinance Rezoning Two Parcels Located in Proximity to the Intersection of Barnett Way and Gary Lane from the PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone District to the PD-1500 (Planned Development) Zone District.

RECOMMENDATION:

It is recommended that the City Council (Council) adopt the ordinance rezoning the subject property.

SUMMARY:

The Council introduced the rezone ordinance at its February 6th meeting. Approval would allow for an increase in residential density consistent with the recently approved General Plan amendment. The second reading and adoption of the rezoning ordinance would complete the rezoning process, enabling the development of a 138-unit apartment complex with extensive project amenities.

DISCUSSION:

At its January 8, 2019 meeting, the Planning Commission (Commission) approved a precise plan for the development of a 138-unit apartment complex on three parcels in proximity to the intersection of Barnett Way and Gary Lane (see Attachments 1 and 2). In order to provide for a cohesive precise plan design, two of the project parcels required an amendment to the General Plan and a rezoning. The Commission adopted a resolution recommending Council approval of a General Plan amendment from the MD (Medium Density) to the HD (High Density) land use designation and a rezone from the PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone Districts to the PD-1500 (Planned Development) Zone District for the two

parcels. Environmental documentation consistent with the California Environmental Quality Act (CEQA) was also completed in support of the project.

At its February 6, 2019 meeting, the Council approved the General Plan amendment and introduced the rezone ordinance. The General Plan amendment and rezone provide consistency in zoning across all properties proposed for development, allowing for the required residential density necessary for a high-density multifamily apartment complex. The rezone is in close conformance with the goals and policies of the General Plan, including the directives of the 2016-2024 Housing Element Update.

FISCAL IMPACT:

The applicant remitted $13,889 in Planning Department entitlement fees to offset the costs associated with processing the various planning entitlements. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of the approved apartment complex, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the precise plan require annexation into a City's landscape maintenance district and the City's Community Facilities District 2005-01, supporting the provision of police, fire, parks, and storm drainage services in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The first of the four vision statements, "A Well-Planned City," promotes and encourages development of housing. Approval of this project is specifically consistent with the vision statement and Strategy 131, which envisions "well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities."

ALTERNATIVES:

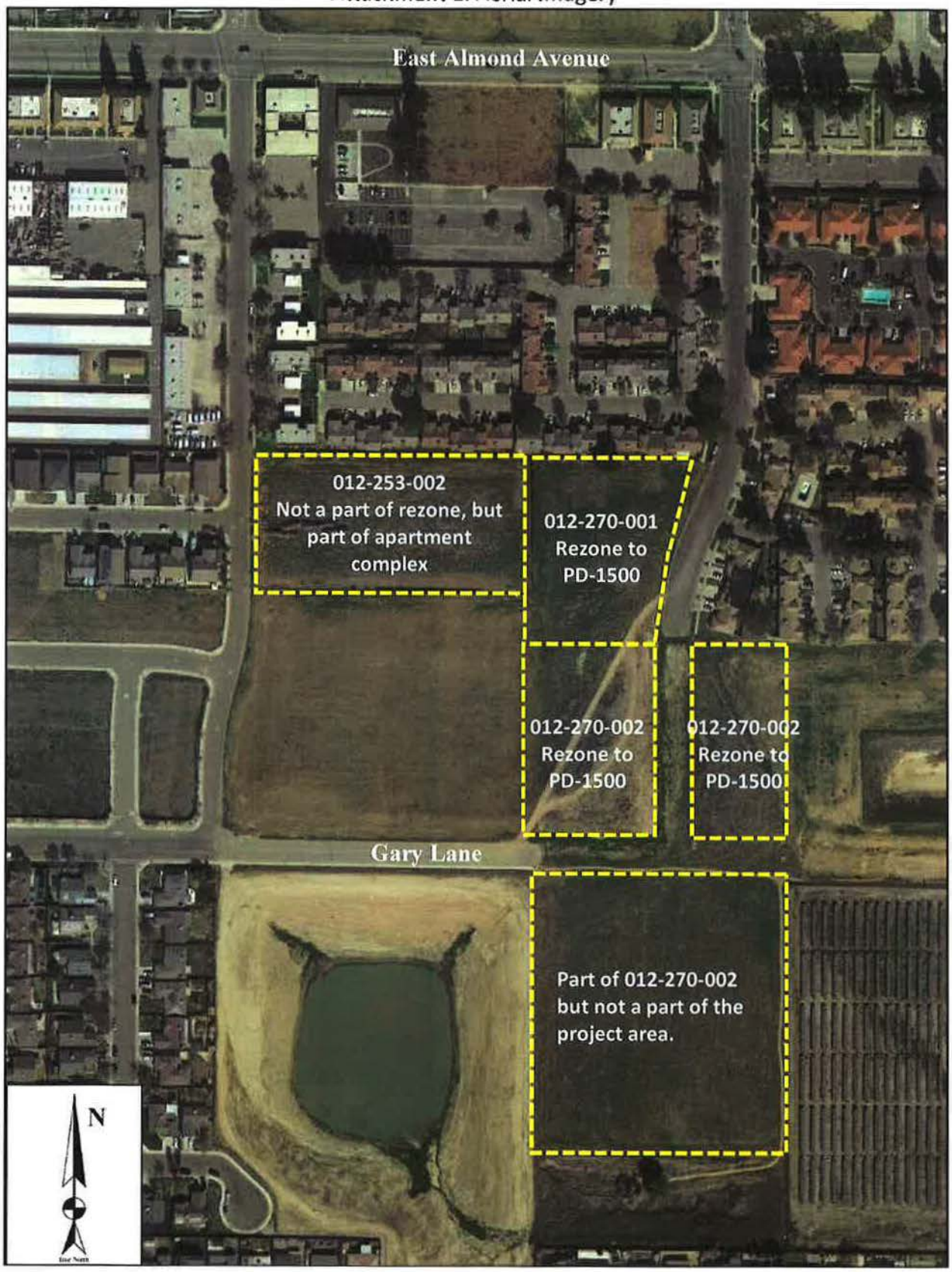
The City Council could consider alternatives other than staff's recommendation for approval of the rezone to the PD-1500 (Planned Development) Zone District. Those include:

1. Denial of the rezone. Should the request be denied, the project site would remain with the current General Plan and zoning designations intact. The approved precise plan would require amendment so as to conform to current zoning. Revised environmental documentation might be necessary per CEQA.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Aerial Imagery
2. Apartment Complex Site Plan
3. Rezone Ordinance
   Exhibit A - Zoning Map

Attachment 1: Aerial Imagery



Attachment 2: Apartment Complex Site Plan



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING TWO PARCELS (APN: 012-270-001, 012-270-002) FROM THE PD-3000 (PLANNED DEVELOPMENT) AND PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of these properties and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

FINDINGS

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING ORDINANCE.

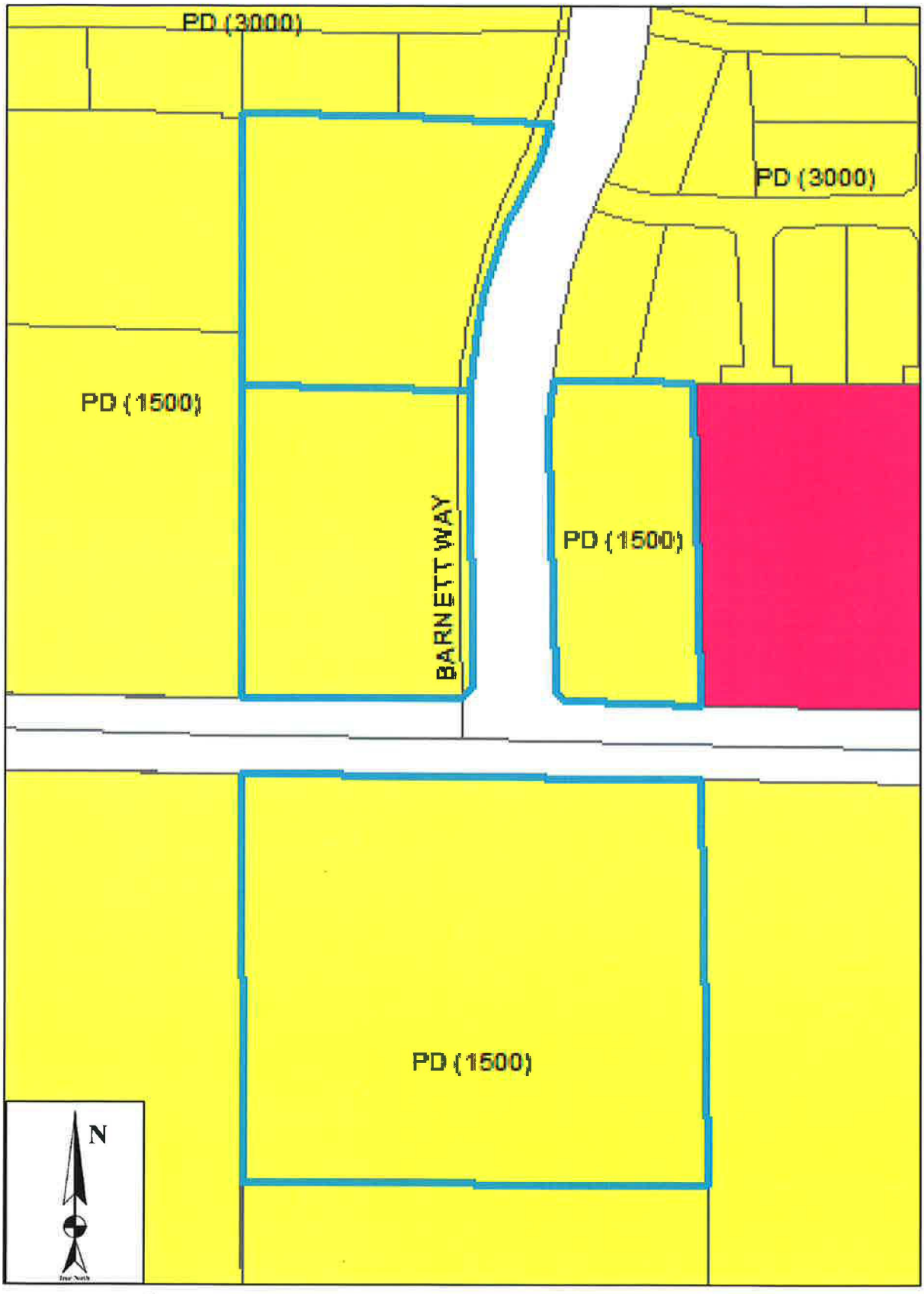
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE, OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A



Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: C-2

SUBJECT: **Consideration of a Resolution Approving the Award of an Emergency Contract Change Order for the Wastewater Treatment Plant Rehabilitation Project in the Amount of $1,363,601 for Constructing a New Primary Effluent Pump Station, Increasing Construction Contract Contingencies by $300,000, Construction Inspection and Management Costs, and Third-Party Testing, Surveying, Biological or Consulting Services by $100,000 as Approved by the City Engineer, and Approving a Budget Amendment to the Fiscal Year 2018/19 Capital Fund Adding $1,763,601 to City Project WWTP 18-02**

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution taking the following actions in support of the Wastewater Treatment Plant Rehabilitation Project (the "Project"):

1. Awarding an emergency contract change order in the amount of $1,363,601 to Cushman Contracting Corporation (Cushman) for construction of a new Primary Effluent Pump Station (PEPS);

2. Authorizing additional construction contingencies of up to $300,000 as approved by the City Engineer;

3. Authorizing funding of up to $80,000 for construction inspection and management as approved by the City Engineer;

4. Authorizing funding of up to $20,000 for third party testing, surveying, biological or consulting services as approved by the City Engineer; and,

5. Authorizing a funding amendment to Fiscal Year (FY) 2018/19 Capital Projects Budget appropriating $1,763,601 in additional funds for the Project.

SUMMARY:

During construction of the Project, the contractor discovered the wetwell, or containment area of incoming effluent, at the PEPS was failing and could not structurally support the pumps. The wetwell has been protected with a temporary structural support system since October 24, 2018. Following the completion of an engineered design for a replacement PEPS, Staff and the Project Engineer evaluated options for constructing the improvement through a change order with the existing contractor or conducting a public bidding process. In late January, the City received a Change Order (CO) proposal from Cushman for constructing a new PEPS. Given the critical situation at the Waste Water Treatment Plant (WWTP) and the uncertainty associated with a public bidding process, it is recommended that the Council award the change order to Cushman. The funds needed to complete the change order work are available in the Sewer Fund Reserves.

DISCUSSION:

The construction contract for the Project was awarded on April 18, 2018 in the amount of $3,312,000 to Cushman. Work began on July 9, 2018. The Project included repairs to the existing PEPS within the original construction plans. When Cushman emptied the PEPS for cleaning, repairs, and recoating, it became evident the intended repairs called for by the original contract would not address the unforeseen structural damages. Stantec, the design consultant, based on a site visit on September 28, 2018 to assess structural damages, further determined the wetwell was unsafe and had an unacceptable risk of failure.

Council was advised of the situation at a special meeting of the Council held on October 10, 2018. Two alternatives were presented to address the unanticipated damage. The options were:

1. Rehabilitate the existing wetwell at the existing PEPS.
2. Build a new PEPS adjacent to the existing facility and abandon the original PEPS.

The Council directed staff to proceed with the construction of a new PEPS at the WWTP. During this meeting, staff reported that it would "investigate the merits of preparing a CO with the contactor currently working at the WWTP or hiring a separate contractor". As such, Stantec was directed to immediately begin design of a new PEPS as an emergency measure. Council was also informed of an informal cost estimate in the amount of $1,250,000 provided verbally by Cushman for the wetwell, based solely on a conceptual drawing provided by Stantec for the special meeting report.

During the November 7, 2018 Council meeting, Stantec's proposal for engineering services for the new PEPS was approved. The agreement provided $45,600 for the design and construction management of the new PEPS if awarded by CO to Cushman (Task 1). An additional $59,000 acts as a contingency fund if the City chooses to go out for competitive bids for the construction of the new PEPS (Task 2). A competitive bid would require the preparation of a formal set of bid documents. Stantec also identified additional required construction costs for removal of the existing wetwell that were not accounted for as part of the presentation to City Council. Those items include:

A. Excavation to form new slab and walls
B. Installation of new pump station
C. Connecting new piping and electrical with existing
D. Decommissioning of the existing wetwell
E. Credit for removing resurfacing layer and epoxy coating from scope of work

Stantec developed a Request for Proposal (RFP) with plans and specifications for a new PEPS in early January. This RFP accounted for all items needed to construct a new PEPS, versus just a wetwell as reported during the special Council meeting of October 10, 2018. The scope also included all costs associated with the removal of the existing PEPS. Stantec's estimate for the proposed work was $1,373,000. The RFP was provided to Cushman on January 16, 2019, who responded with a proposal in the amount of $1,363,601 on January 31, 2019. Cushman was not advised of the Engineer's estimate of construction cost.

Stantec has reviewed the proposal from Cushman and recommends awarding the change order to Cushman. The basis for this recommendation is the current bidding climate. Given the competitiveness of the current bidding climate, it is not believed the City would receive lower bids for work. See memo from Stantec attached to this report (Attachment 3).

Construction Management and Inspection and Third-party Consultants

Additional project costs of $80,000 for Construction Management and Inspection, and $20,000 for Third-party Consultant Services are recommended to be added for administration of the new PEPS Change Order.

Additional Project Contingencies

Staff is requesting an additional allowance of $300,000 for construction contract contingencies as approved by the City Engineer to complete the project including the new PEPS.

The original action by Council at the time of the Project award authorized $300,000 in contingencies for costs associated with changes to the work due to unforeseen conditions. This amount was approximately nine percent of the original contract and set by the available budget at the time. To date, the City Engineer has approved 12 Change Orders (CO) resulting in a net increase of $254,314.04 to the contract, leaving a little more than $45,000 in contingencies to finish the original project. The CO's to date are primarily related to the age and deteriorated condition of items uncovered during construction of the Project and the fact that the design could not account for changes to piping and system components made for maintenance purposes over the last 50 years from the original construction of the WWTP. Below is a summary of approved changes to the contract:

- Repair and retrofit failing system serving sludge centrifuge and grit chambers prior to entering headworks. This was discovered during installation of requested maintenance access points, or clean-outs, to the drain line. Pipelines were found to be corroded. Material was flowing through and around pipelines pulling surrounding soils away creating a sinkhole effect. Although expensive, these costs averted a potential collapse of the entire area entering the headworks.

  Added cost to project = $161,186.23

- Slide gates for Clarifier 3 discovered to be non-functional and non-repairable. Required replacement to complete rehabilitation of Clarifier 3 required per the contract.

  Added cost to project = $47,076.40

- Additional Potholing and Excavations required due to lines not being as depicted on plans.

  Added cost to project = $63,124.46

- Discovery of structural damage at Primary Effluent Pump Station wetwell.

  - Install Shoring System at Effluent Wetwell, a short-term fix deemed acceptable for a 10-month period, by certifying Structural Engineer. This added cost avoided $20,000 a Week to have bypass pumping provided by Cushman for an Anticipated 5-7 Month Period.

    Added cost = $45,794.68

  - Additional bypass pumping of effluent beyond that called for by Contract and also to allow for shoring to be installed in existing wetwell.

    Added cost = $56,032.27

  - Elimination of Concrete Repairs at effluent wetwell, credit received for Cushman not coating existing wetwell per contract (Council Report 11/7/18).

    Credit, or cost savings, = ($118,900.00)

In addition to the approved change orders, there are anticipated change orders totaling $159,000 known at this time that, if approved, would exceed the allowable contingencies. Anticipated change orders are described below:

- Heat Exchanger Rehabilitation. Contract called for an allowance of $100,000 with amount to be added if required upon approval of Engineer. Cushman Anticipates Final Cost of $175,000. Stantec concurs with this cost.

  Potential added cost to project = $75,000

- Slide Gates for Clarifier 1 & 2 are needed based on the fact the gates have exceeded a useful life of 50 years and are in similar condition to the slide gates at Clarifier 3.

  Potential added cost to project $84,000.

The requested addition of $300,000 in contract contingencies is arrived at by considering the anticipated change orders of $159,000, plus a recommended 10 percent of the new PEPS, or $136,360. There will still be $45,000 available for the remaining contract work. The Contractor expects the original contract work to be completed by end of March 2019.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The total cost for the construction of a new PEPS, additional project contingencies, additional construction management and inspection, and third-party consultant services is $1,763,601.

This funding will come from the Unappropriated Fund Balance of the Sewer Fund, subject to Council's approval.

Staff is requesting an amendment in the amount of $1,763,601 to the Fiscal Year 2018/19 Capital Project Budget as presented in Exhibit AA.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This proposed action is consistent with the Madera Vision Plan, specifically:
Strategy 115 "Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth."

ALTERNATIVES:

1. Reject Cushman Proposal.
2. Utilize Stantec to implement Task 2 of their engineering proposal at an additional cost of $59,000 to put new PEPS out to bid plus unknown expected added construction costs for a contractor to mobilize for a new contract.

ATTACHMENTS:

1. Resolution
2. Memo from Stantec

ATTACHMENT NO. 1

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE AWARD OF AN EMERGENCY CONTRACT CHANGE ORDER FOR THE MADERA WASTEWATER TREATMENT PLANT REHABILITATION PROJECT, CITY PROJECT WWTP 18-02, IN THE AMOUNT OF $1,363,601 FOR CONSTRUCTING A NEW PRIMARY EFFLUENT PUMP STATION, INCREASING CONSTRUCTION CONTRACT CONTINGENCIES BY $300,000, CONSTRUCTION INSPECTION AND MANAGEMENT COSTS, AND THIRD-PARTY TESTING, SURVEYING, BIOLOGICAL OR CONSULTING SERVICES BY $100,000 AS APPROVED BY THE CITY ENGINEER, AND APPROVING A BUDGET AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2018/19 CAPITAL PROJECTS BUDGET ADDING $1,763,601 TO CITY PROJECT WWTP 18-02

WHEREAS, the Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02, hereinafter called the "Project", is included in the FY 2018/19 Budget for Capital Projects; and

WHEREAS, the City entered into a construction contract for the Project with Cushman Contracting Corporation, hereinafter called "Contractor"; and

WHEREAS, during construction it was discovered the existing wetwell to the Primary Effluent Pump Station is structurally deficient; and

WHEREAS, the City's design engineer prepared drawings and specifications for construction of a new Primary Effluent Pump Station and issued a Request for Proposal to the Contractor for the work under an emergency change order; and

WHEREAS, the Contractor submitted an acceptable proposal for construction of a new Primary Effluent Pump Station; and

WHEREAS, additional funds are necessary for the completion of the construction phase of the Project; and

WHEREAS, funds are available in the unprogrammed fund balance of the Unappropriated Sewer Fund Balance.

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

1. The above recitals are true and correct.

2. An emergency contract change order in the amount of $1,363,601 for the construction of a new Primary Effluent Pump Station is hereby awarded to Cushman Contracting Corporation.

3. Additional Construction Contingencies in the amount of $300,000 as approved by the City Engineer are hereby authorized.

4. Additional funding up to $80,000 for construction inspection and management and third party testing, survey, biological or consulting service up to $20,000 is hereby authorized.

5. The 2018/19 Capital Projects Budget is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.

6. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.

7. This resolution is effective immediately.

****

EXHIBIT AA

CITY OF MADERA

Resolution 19 -

Appropriating Additional Funds for the Madera Wastewater Treatment Plant Rehabilitation Project
City Project No. WWTP 18-02

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
Waste Water Treatment Plant 17/18 Essential Repairs (20403420)					
20403420	7030	WWTP18-02	Essential Repairs	1,763,601.00	
2040	3210		Unappropriated Fund Balance		1,763,601.00
				1,763,601.00	**1,763,601.00**

ATTACHMENT NO. 2

Stantec

Memo

To:	Keith Helmuth City of Madera	From:	Beth Cohen, PE Stantec Consulting Services Inc.
File:	Madera WWTP Primary Effluent Pump Station	Date:	February 14, 2019

Reference: Madera WWTP Primary Effluent Pump Station, bidding

As previously determined, the existing Primary Effluent Pump Station (PEPS) at the Madera WWTP needs to be replaced due to the extensive damage of the structural supporting walls and beams. After approval from the City, on November 15, 2018, Stantec prepared detailed design drawings and specification to install a new PEPS wetwell on the eastern side of the existing primary clarifiers. The drawings include:

1. installation of a new wetwell with sufficient room for a future fourth pump, to match the treatment plant capacity (totaling 37.6 MGD of reliable pumping capacity),
2. incorporation of long-lasting plastic lining over the exposed concrete walls and ceiling, to reduce maintenance costs associated with recoating and prevent future concrete corrosion (with predicted 50-year life),
3. ventilation of the structure to limit noxious fume buildup and further reduce corrosion of equipment,
4. relocation of the existing pumps (to limit bypass pumping),
5. demolition of the existing wetwell (removing top of the structure and backfilling with low strength concrete,
6. modification of the existing primary effluent channel walls (to plug the old outlet discharge points and accommodate the new outlet point),
7. providing new pump discharge valving (to replace end-of life equipment, including gate, check, and air release valves),
8. extension of the new discharge manifold,
9. upsize and extend the new return activated sludge (RAS) piping to limit bypass pumping during construction and accommodate future facility flow rates,
10. grading of the surrounding hillside to direct stormwater around the pump station,

Developed prior to issuance to the Contractor, the table on the following page represents the engineering estimate of probable construction costs.

After incorporating final review comments, the final drawings and specification were packaged as a Request for Proposal (RFP #04) and delivered to the contractor, Cushman Contracting Corporation, on January 16, 2019.

Opinion of Probable Costs

PROJECT NUMBER: 184030591		**TYPE**	AACE CLASS 1, -10% to +15%
PROJECT NAME: Madera Phase 1		**ENRCCI**	11,765
DESCRIPTION: PEPS		**DATE**	
PREPARED BY:	**CHECKED BY:**		

ITEM	MORE DESCRIPTION	QUANTITY	UNIT	UNIT COSTS MATERIAL	UNIT COSTS LABOR	TOTAL COSTS MATERIAL	TOTAL COSTS LABOR	OPC TOTAL COST	DIVISIONAL SUBTOTAL
DIVISION 0 - CONDITION OF CONTRACT									
Bonds and Insurance	2.50%	1	LS					$ 25,000	
Submittal Coordination		1	LS				$ 9,000	$ 9,000	
Subtotal Division 0									**$ 34,000**
DIVISION 1- GENERAL REQUIREMENTS									
Mobilization		0							
Setup Office Trailer and Temp Facilities		0							
Setup Storage Yard		0							
Provide Fire Protection and Portable Generator		0							
Subtotal Division 1									**$ -**
DIVISION 2 - SITEWORK									
Excavation		2583	cy	0	13	0	33,044	$ 33,000	
Backfill, Screened Native		2243	cy	0	32	0	71,737	$ 72,000	
Backfill - Class 2 AB		19	CY	80	10	1,511	189	$ 2,000	
Backfill - CLSM		209	CY	75	15	15,644	3,129	$ 19,000	
Demolition		1	LS	10,000	25,000	10,000	25,000	$ 35,000	
Subtotal Division 2									**$ 161,000**
DIVISION 3 - CONCRETE									
Concrete Slab on Grade	wetwell floor	59	CY	751	0	44,591	0	$ 45,000	
Concrete Wall	wetwell walls	97	CY	1,064	0	102,724	0	$ 103,000	
Elevated Slab	wetwell lid	11	CY	1,502	0	16,688	0	$ 17,000	
Concrete Slab on Grade	pipe slab	10	CY	751	0	7,156	0	$ 7,000	
Concrete Slab on Grade	sidewalk	1	CY	751	0	834	0	$ 1,000	
Specialized Concrete	(e) channel w. p	3	EA	2,000	1,500	5,333	4,000	$ 9,000	
Concrete Wall	fill PEPS chann	4	CY	1,064	0	4,334	0	$ 4,000	
Concrete									
Subtotal Division 3									**$ 186,000**
DIVISION 4 - MASONARY									
-			0	0	0	0	0	$ -	
Subtotal Division 4									**$ -**
DIVISION 5 - METALS									
Alum Grating		165	SF	45	58	7,387	9,603	$ 17,000	
Alum Grating Support		71	LF	15	19	1,044	1,358	$ 2,000	
SST Cover		1	EA	1,000	500	1,000	500	$ 2,000	
Baseplate		3	EA	750	500	2,250	1,500	$ 4,000	
Subtotal Division 5									**$ 25,000**
DIVISION 6 - WOODS & PLASTICS									
Subtotal Division 6									**$ -**
DIVISION 7 - THERMAL & MOISTURE PROTECTION									
Subtotal Division 7									**$ -**
DIVISION 8 - DOORS & WINDOWS									
Subtotal Division 8									**$ -**
DIVISION 9 - FINISHES									
HDPE/PVC Lining		1875	SF	50	30	93,751	56,251	$ 150,000	
Coating, exterior		360	SF	48	14	17,280	5,040	$ 22,000	
Subtotal Division 9									**$ 172,000**
DIVISION 10 - SPECIALTIES									
Subtotal Division 10									**$ -**
DIVISION 11 - EQUIPMENT									
Relocate Equipment		3	EA	2,000	10,400	6,000	31,200	$ 37,000	
Subtotal Division 11									**$ 37,000**
DIVISION 12 - FURNISHINGS									
Subtotal Division 12									**$ -**
DIVISION 13 - SPECIAL CONSTRUCTION									
Subtotal Division 13									**$ -**
DIVISION 14 - CONVEYING SYSTEM									
Subtotal Division 14									**$ -**
DIVISION 15 - MECHANICAL									
Pipe, Ductile Iron, 30"	RAS	122	LF	300	0	36,648	0	$ 37,000	
Pipe, Ductile Iron, 30"		65	LF	300	0	19,525	0	$ 20,000	
ELB, DI, 11.25 Degree, 36-in		2	EA	10,500	1,500	21,000	3,000	$ 24,000	
ELB, DI, 45 Degree, 36-in		2	EA	11,512	1,279	23,024	2,558	$ 26,000	
TEE, DI, 36-in		5	EA	20,000	2,000	100,000	10,000	$ 110,000	
Flex Coupling, 36in		7	EA	1,219	1,868	8,533	13,073	$ 22,000	
ELB, DI, 90 Degree, 36-in		1	EA	12,791	1,535	12,791	1,535	$ 14,000	
Sludge gate, 36"		1	EA	20,000	4,000	20,000	4,000	$ 24,000	
Valve, Swing check w/ lever, 20in		3	EA	12,064	1,561	36,193	4,682	$ 41,000	
Valve, Gate (w/ handwheel), 20in		3	EA	14,601	1,103	43,803	3,308	$ 47,000	
2" BV		3	0	250	50	750	150	$ 1,000	
Combination Air Valve (water), 2"		3	EA	547	294	1,642	883	$ 3,000	
Subtotal Division 15									**$ 369,000**
DIVISION 16 - ELECTRICAL									
		1	LS	$ 87,150					**$ 87,000**
Subtotal Division 16									**$ -**
SUBTOTAL						**$ 661,439**	**$ 285,738**	**$ 950,000**	**$ 1,071,000**
Overhead, Supervision	2.0%								$ 21,000
Material Markup	10%					$ 66,144			$ 66,000
Labor markup	20%						$ 58,948		$ 59,000
Contingency	15%								$ 156,000
TOTAL CONSTRUCTION COST									**$ 1,373,000**

Reference: **Madera WWTP Primary Effluent Pump Station, bidding**

Cushman provided a proposal, attached to this memorandum, for a cost to do the work for $1,363,601.27. Their bid is valid for only 30-days from the time of bid (until 03/02/2019), as they are scheduled for demobilization in March. The contractor's cost proposal is very close to the engineer's estimate ($1.36M vs $1.37M) and is considered a fair market value. Under the current bid environment, the City will likely not receive lower bids for this work.

If the project is not done as a change order, Stantec will need to prepare the additional drawings and specifications to accommodate a competitive bid (competitive bid packaging is not yet authorized). As previously noted, competitively bidding this project may result in a construction delay by at least three months (to allow for bid advertisement, selection, and contract signing).

With these factors in mind, Stantec recommends that the City proceed with the change order for the Primary Effluent Pump Station and provide Cushman Contracting Corporation with an additional $1,363,601.27 budget to do the work described herein.

Stantec Consulting Services Inc.

Beth Cohen
Senior Design Engineer

Phone: 916-773-8100
Fax: 916-773-8448
Beth.Cohen@stantec.com

Attachment: Cushman Contracting Change Order Proposal No. 4

CUSHMAN CONTRACTING CORPORATION
PO BOX 147
GOLETA, CA
93116

1/31/19

Attn: Beth Cohen
Stantec Consulting Service Inc.
3875 Atherton Road
Rocklin CA 95765

Project: City of Madera WWTP Rehabilitation Project
Re: Cost Proposal for Modifications Per RFP No.: 4

Beth:

Cushman Contracting Corporation "CCC" hereby submits Change Order Proposal #04 for additional work as described in RFP No.: 4, for a total lump sum cost of $1,363,601.27. This quote is valid for 30 days. If CCC has not received authorization to proceed by 03/02/2019, we reserve the right to modify the total lump sum cost as necessary.

See the attached pages for lump sum breakdown. Please review and confirm acceptance at your earliest convenience. If you have any questions or require any additional information, feel free to contact me.

Sincerely,

CUSHMAN CONTRACTING CORPORATION

Richard Tomlinson
Project Manager

CUSHMAN CONTRACTING CORPORATION

Job: Madera WWTP Rehabilitation - RFP No. 4
Loc.: Madera, CA

Item No.	Description	Qty	Unit	Material	Labor	Equipment	Subcontractor	TOTAL
	New Primary Effluent Pump Station per RFP No. 4							
								$ -
1	Misc Direct Costs (lodging, subsistence, field supervision etc.)	1	LS		$ 46,320.00			$ 46,320.00
2	Sitework	1	LS	$ 43,863.00	$ 24,120.00	$ 11,900.00	$ -	$ 79,883.00
3	Dewatering/Bypass Pumping	1	LS		$ 1,800.00	$ 7,000.00	$ -	$ 8,800.00
4	Demolition	1	LS	$ 550.00	$ 32,800.00	$ 4,900.00	$ -	$ 38,250.00
5	Structural Concrete	1	LS	$ 60,313.00	$ 162,980.00	$ 47,225.00	$ -	$ 270,518.00
6	PVC/T-Lock Liner	1	LS	$ -	$ -		$ 40,000.00	$ 40,000.00
7	Rebar	1	LS	$ -	$ -		$ 114,822.00	$ 114,822.00
8	Misc Metals	1	LS	$ 14,443.00	$ 9,420.00	$ 900.00		$ 24,763.00
9	Coatings	1	LS		$ -		$ 30,000.00	$ 30,000.00
10	Equipment Relocation	1	LS	$ 1,650.00	$ 21,800.00	$ 7,500.00		$ 30,950.00
11	Mechanical/Yard Pipe	1	LS	$ 303,145.00	$ 56,060.00	$ 22,200.00		$ 381,405.00
12	Electrical	1	LS	$ -	$ 10,000.00		$ 109,229.00	$ 119,229.00
								$ -
	SUBTOTALS			**$ 423,964.00**	**$ 365,300.00**	**$ 101,625.00**	**$ 294,051.00**	**$ 1,184,940.00**
Material Markup at 10%				**$ 42,396.40**				**$ 42,396.40**
Labor/Equipment Markup at 20%					**$ 73,060.00**			**$ 73,060.00**
Equipment Markup at 15%						**$ 15,243.75**		**$ 15,243.75**
Subcontractor Markup at 5%							**$ 14,702.55**	**$ 14,702.55**
							Subtotal	**$ 1,330,342.70**
							Bonds/Insurance	**$ 33,258.57**
							TOTAL	**$ 1,363,601.27**

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: C-3

SUBJECT: **Consideration of a Resolution Approving a Three-Year Lease Agreement ($28,560) with Greyhound Lines, Inc. for the Lease of Property at the Madera Intermodal Facility and Consideration of a Resolution Approving a Three-Year Lease Agreement ($6,300) with Madera Cab Co. for the Lease of Property at the Madera Intermodal Facility, and Authorizing the Mayor to Execute the Lease Agreements on Behalf of the City of Madera**

RECOMMENDATION:

Staff recommends City Council (Council) adopt a resolution approving a three-year lease agreement with Greyhound Lines, Inc., and adopt a resolution approving a three-year lease agreement with Madera Cab Company for space at the Madera Intermodal Transportation Facility Building (Intermodal) and authorize the Mayor to execute both lease agreements.

SUMMARY:

The recommended actions provide for two three-year lease agreements that support the administrative functions of both a national bus line and a locally owned taxi cab operation to continue to improve access to transportation options and connectivity for Madera residents and visitors. Staff research indicates that commercial retail leases in downtown Madera are between $.40 and $.90 per square foot. The proposed rents are within that range. Both leases combined will generate $34,860 (a 2.6 percent increase) in revenue to the transit budgets over the three-year period.

DISCUSSION:

To address the intent of the City's Vision 2025 Multi-modal Transportation Strategy and improve access to various transportation options and connectivity, Madera Transit Division designed the Intermodal with multiple functions and access points for differing modes of transportation. This has included the national bus line, Greyhound Lines, Inc. (Greyhound) and a locally owned and operated taxi-cab operation, Madera Cab Company (Madera Cab).

The City's current lease agreement with Greyhound for 960 square feet of space at the Intermodal with a rent of $768 per month, is slated to expire on February 28, 2019 and contains no terms for extension or renewal. The City also holds a lease for 160 square feet of space with a rent of $175 per month at the Intermodal with Madera Cab that expired on December 31, 2018 and is currently in a defacto month-to-month state. In addition to the leased space, tenants have access to a Common Area that includes a waiting area, restroom facilities and entryways of the building as well as access to bus driveways and boarding area for Greyhound and cab parking for Madera Cab. The City manages the repair, maintenance and janitorial services for the building, common areas and parking. Tenants are responsible for janitorial costs of their leased space and all currently pay a pro-rata share based on amount of space leased towards the City's contracted janitorial service to meet this commitment.

There are no new terms or conditions proposed from previous leases except for a rent increase of 5 percent for year two and three in the Greyhound lease. The Greyhound lease will be $768 per month in year one and $806 per month in years two and three for a total of $28,560 over the three-year period. This will incrementally bring the Greyhound lease in line with other rents at the Intermodal and stay within the commercial retail lease rates for downtown Madera as identified by the Madera County Economic Development Commission. Madera Cab will continue with the current rent of $175 per month for the entire term for a total of $6,300 over the three-year period.

FINANCIAL IMPACT:

There is no impact to the General Fund as revenue and expenses related to the Intermodal only affect the Transit budgets. Approving the leases will offset minimal costs for maintaining the Intermodal building, and record approximately $11,000 as "other revenue" thereby improving Madera Transit's farebox recovery ratio. Expenses for the Intermodal are serviced 50 percent by Federal grant funds and 50 percent by State Transportation Development Act funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approving the three-year lease agreements with Greyhound and Madera Cab is consistent with Strategy 121- Multi-modal transportation: Develop a citywide multimodal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

A. The Council may choose to reject one or both lease agreements and provide direction for staff to come back with renegotiated terms and conditions. The rejected lease agreement(s) will continue to operate on a defacto month-to-month basis until a new lease is executed or the current lease is terminated by either party.

B. The Council may choose to reject one or both lease agreements and no longer provide the space for lease at the Intermodal or make the space available to new commercial tenants or available to other City staff/services.

ATTACHMENTS:

1. Resolution to authorize Greyhound Lines, Inc. Lease Agreement
2. Resolution to authorize Madera Cab Co. Lease Agreement
3. Greyhound Three-Year Lease Agreement
4. Madera Cab Co. Three-Year Lease Agreement

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THREE-YEAR LEASE AGREEMENT ($28,560) WITH GREYHOUND LINES, INC. FOR THE LEASE OF PROPERTY AT THE MADERA INTERMODAL FACILITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY OF MADERA

WHEREAS, the City entered into a 1-year lease agreement effective February 1, 2018 to lease space at the Intermodal Facility to Greyhound Lines, Inc. (Greyhound), and

WHEREAS, the original agreement is set to expire February 28, 2019, and

WHEREAS, Greyhound agrees to a monthly rent of $768 in year one and $806 per month in years two and three in the proposed new three-year agreement, and

WHEREAS, the City and Greyhound now desire to enter into a new lease agreement beginning March 1, 2019 that is amenable to both parties.

THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, HEREBY FURTHER FINDS, ORDERS AND RESOLVES AS FOLLOWS:

1. The above recitals are true and correct.
2. The proposed Lease Agreement between the City of Madera and Greyhound Lines Inc., a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Lease Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

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RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THREE-YEAR LEASE AGREEMENT ($6,300) WITH MADERA CAB CO. FOR THE LEASE OF PROPERTY AT THE MADERA INTERMODAL FACILITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY OF MADERA

WHEREAS, the City entered into a 1-year lease agreement effective December 1, 2017 to lease space at the Intermodal Facility to the Madera Cab Company, and

WHEREAS, the original agreement expired on December 31, 2018, and

WHEREAS, the City and Madera Cab Company now desire to enter into a new lease agreement for a 3-year term beginning March 1, 2019 under similar terms and conditions to the original agreement.

THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, HEREBY FURTHER FINDS, ORDERS AND RESOLVES AS FOLLOWS:

1. The above recitals are true and correct.
2. The proposed Lease Agreement between the City of Madera and the Madera Cab Company, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Lease Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

****

Recorded at the Request of:
When Recorded Return to:
City of Madera
City Clerk
205 W. 4th Street
Madera, CA 93637

(Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code, no fee due, no document tax due)

LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, _____, by and between the **City of Madera**, a municipal corporation ("Lessor"), and **Madera Cab Company (Madera Cab Co.)** ("Lessee").

WHEREAS, the Lessor is the owner of the Madera Intermodal Transportation Facility building located on a tract of land in Madera, California, at 123 North "E" Street.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS
   a. Building. "Building" is defined as that certain building known as the Madera Intermodal Transportation Facility building consisting of one story and a total of approximately 3,200 square feet of floor space, located at 123 North "E" Street, in Madera, California, as shown on the attached Exhibits.
   b. Facility. "Facility" shall be defined as the area of 160 square feet within the Building reserved for the exclusive use of Lessee and labeled Facility on the attached Exhibit 'A'.
   c. Common Area. "Common Area" shall be defined as a portion of the waiting area, restroom facilities and entryways of the Building located inside the Building and labeled Common Area on the attached Exhibit 'A'.
   d. Cab Parking Area. "Parking Area" shall be defined as the driveways and cab parking areas as outlined and labeled on the attached Exhibit 'B'.
   e. Lessee. "Lessee" shall be defined as the principal tenant of the Facility and shall be the responsible party for all terms and conditions of the lease agreement until termination for any reason.

2. FACILITY

The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein that certain

part of the Building labeled Facility in Exhibit 'A', which is attached hereto and made a part hereof, situated in the City of Madera, County of Madera, State of California, containing approximately 160 square feet of Building Area, together with all improvements thereon and appurtenances thereto, excepting therefrom the land upon which the Building and Facility are located; and subject to the conditions set forth herein, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility over and across any part of Lessor's adjacent property which is not part of the Facility, for any purpose contemplated herein, including the Common Area, Galleria, and Parking Area.

3. TERM

The term of this lease shall be 36 months, commencing March 1, 2019, concluding on February 28, 2022.

4. RENT

Lessee shall pay to Lessor as rent for use of the Facility equal monthly installments as indicated below payable on or before the first day of each calendar month of the term. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Lessor at the address stated herein or to such other person or at such other place as Lessor shall designate in writing as provided herein.

Rent for Year 1 through and including Year 3 shall be $175 per month.

5. USE

During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as its only bus terminal in Madera, California. The Lessee shall have the right of reasonable access to the Common Area, Galleria, and Parking Area during normal business hours for the life of this Lease. Other tenants in the Building shall have reasonable access to the Common Area and Galleria.

Lessee shall not commit or permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Building or any part thereof.

6. LESSOR'S WARRANTY OF TITLE

Lessor represents and warrants that:

a. Lessor will be the sole owner in fee simple of the Building and has full right and power to grant the estate demised and to execute and perform this Lease;
b. The Building will remain free and clear of all encumbrances which could adversely affect Lessee's leasehold estate;

c. The intended use of the Building for purposes stated herein is permitted by all applicable zoning laws and regulations; and
d. The Building will comply with all applicable ordinances, regulations, zoning and other laws.

7. QUIET ENJOYMENT

Lessor covenants and agrees that so long as Lessee observes and performs all the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Facility for the Term without any encumbrances or hindrance by Lessor. If Lessee's use of the Facility is significantly limited, or denied, through rezoning, environmental impact edict, or other action of any public or quasi-public agency, this Lease, at the sole option of Lessee, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will abate.

8. REPAIRS, MAINTENANCE AND UTILITIES

a. Exterior of Building. Lessor shall provide and pay for day-to-day maintenance and repair of the exterior area of the Building, including but not limited to the exterior landscaping, parking area, driveways, exterior roof, and exterior side walls.
b. Facility. The Lessee shall provide, perform and pay for day-to-day maintenance, repair, and janitorial services for the Facility, as defined in Subsection 1.b. above. The Lessee shall pay the total cost of its telephone and communication services and its ProRataShare, as defined in Section 8.d. below, of the gas and electricity used at the Facility.
c. Interior of Building. Except as provided in Subsections a. and b. above, the Lessor shall provide, perform, and pay all costs for maintenance, repairs, janitorial services, garbage and rubbish services, sewer, water, gas, electricity, maintenance and janitorial supplies, security costs, and all other public utility services for the Building during the term of this Lease, or any renewals thereof as provided herein; and Lessee shall, upon receipt of a proper accounting from Lessor, reimburse Lessor for said costs on a monthly basis its ProRataShare of said costs as determined by reference to Subsection d. below.
d. ProRataShare Computation. Wherever in this Lease the Lessee agrees to provide, perform or pay its ProRataShare of services or costs, the Lessee shall provide, perform or pay a percentage of the total of said services or costs, as determined by this subsection and defined herein as "ProRataShare".

For the purpose of this Lease:

The "Interior Area" shall mean the total square footage of leasable floor space in the interior of Section 'A' of the Building. Such square footage is determined to be 1120 square feet.

The "Facility Area" shall mean the square footage of the Facility equaling 160 square feet.

The "ProRataShare" hereby defined, shall be the ratio of the Facility Area to the Interior Area where the area designated as "Madera Cab Co." in Exhibit 'A' is in use by someone other than Lessee. The "ProRataShare" shall include the costs of such services for the entire Interior Area where the area indicated as "Madera Cab Co." on Exhibit 'A' is not in use by anyone.

9. ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

a. No alterations or improvements made by Lessee shall in any way impair the structural stability of the Building or diminish the value of the property.
b. All alterations or improvements shall be first approved in writing by the Lessor but said approval shall not be unreasonably withheld by Lessor.
c. Lessee shall keep the Facility and every part of the Building free and clear of any mechanic's liens or materialmen's liens arising out of the construction of any such alterations or improvements.
d. All alterations and improvements made to the Facility shall become the property of the Lessor and shall remain on and be surrendered with the Facility at the expiration or sooner termination of this lease or any renewal or extension of this lease.
e. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility or Building caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility or Building at any time.

10. MECHANIC'S LIENS

The Lessor and Lessee agree to keep the Building free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the

benefit of the Building and Lessor and Lessee further agree to hold each other harmless from any and all claims.

11. DAMAGE/DESTRUCTION

If the Facility or Building is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the Facility or Building to a good tenantable condition. All rent shall wholly abate in case the entire Facility or Building is untenantable or shall abate pro rata for the portion rendered untenantable in case a part only is untenantable, until the Facility and Building is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond lessor's reasonable control. If (i), Lessor shall not commence such repair or restoration within thirty (30) days the "Deadline Date" after such damage or destruction shall occur or (ii), it is determined that repair or restoration will require more than one hundred twenty (120) days to complete, Lessee may after, in the case of (i), the Deadline Date, or (ii), the date of the occurrence of the casualty, at its option, terminate this Lease by sending the Lessor written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Building or Facility in the event of damage or destruction of said property.

12. INSURANCE

Without limiting Lessee's indemnification of Lessor, and prior to Lessee's operation and use of the Building, Lessee shall obtain, provide, and continuously maintain at its own expense during the term of the Lease policies of insurance of the type and amounts described below and in form satisfactory to the Lessor.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Lessee arising out of or in connection with operations conducted at the Leased Building, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Lessee shall submit to the Lessor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Lessor, its officers, agents, employees, and volunteers.
- Property insurance against all risks of loss to any Lessee improvements or betterments. Policy should be for full replacement cost with no coinsurance penalty provision.

Maintenance of Coverage
Lessee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Lessee, his agents, representatives, or employees as specified in this Agreement.

Proof of Insurance
Lessee shall provide to the Lessor certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Lessor prior to commencement of performance. Current evidence of insurance shall be kept on file with the Lessor at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Lessor, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Lessee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against the Lessor.

Enforcement of Contract Provisions (non-estoppel)
Lessee acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Lessee of non-compliance with any requirement imposes no additional obligations on the Lessor, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

Notice of Cancellation
Lessee agrees to oblige its insurance agent or broker and insurers to provide to the Lessor with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the Lessor. The Lessor reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Lessor's Risk Manager.

Timely Notice of Claims
Lessee shall give the Lessor prompt and timely notice of claims made or suits instituted that arise out of or result from Lessee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Lessee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

13. SIGNS

Any and all signs or advertisements of any nature extending into, on, or located over the Building, Facility, or Parking Area, shall conform to all City of Madera, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by Lessor shall

not be unreasonably withheld as to location, graphics type, content, architectural or engineering standards.

14. TAXES

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, including possessory interest taxes, if any, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against the Building or Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor its ProRataShare, as defined in Section 8.d. above, of any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Building.

15. VENDING

Lessor shall have the right to place vending machines and lockers within the Common Area and be entitled to all income derived therefrom.

16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Facility, without the prior written consent of Lessor. Neither shall Lessee sublet the Facility or any part thereof, or allow any persons, other than Lessee's agents and servants, to occupy or use the Facility or any part thereof without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrances, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation or law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Facility shall not be unreasonably withheld or delayed.

Notwithstanding anything to the contrary as set forth above, Lessee may, without Lessor's consent, assign or sublease all or a portion of the Facility, a subsidiary, affiliate or parent company of Lessee or any subsequent purchaser of Lessee. Any permitted assignment or sublease shall not relieve the Lessee from any obligations set forth herein.

17. PUBLIC ACCESS

The public shall have access during normal business hours of Lessee to the Facility by way of the Common Area and Galleria identified on Exhibit 'A'.

18. TERMINATION OF LEASE

a. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on thirty (30) days prior written notice.
b. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this lease prior to expiration of the term or renewed or extended term hereof as follows:
    i. If the Lessee is in default or breach of this lease, as specified in Section 22 of this lease or as otherwise provided by law; or
    ii. If the Lessee assigns or sublets the Facility without the prior written consent of Lessor, as specified in Section 18 of this lease.

19. COMPLIANCE WITH LAWS

During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and State statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Building as a Multi-Purpose Transportation Facility.

20. DEFAULT/REMEDIES

Lessee:

The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

a. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of twenty (20) days after written notice thereof from Lessor to Lessee.

b. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection a. above, where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
c. The making of Lessee of any general assignment, or general arrangement for the benefit of creditors.
d. The filing by Lessee of a voluntary petition to have Lessee adjudged a bankrupt.
e. The judicial declaration of Lessee as bankrupt and the lack of dismissal of such proceeding within sixty (60) days.
f. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within sixty (60) days.
g. The attachment, execution or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within sixty (60) days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate if same is not dismissed within sixty (60) days.

If Lessee breaches this Lease or is in default and fails to cure within applicable cure periods, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;
(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been unreasonably avoided.
(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such

rental loss for such period that Lessee proves could be reasonably avoided; and

(iv) The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the statutory rate. The worth at the time of award of the amount referred to in Paragraph (iii) of this subsection is computed by discounting such amount at the statutory rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of the Lessor to equitable relief where such relief is appropriate.

Nothing in this Least affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this Section.

Nothing in this Section affects the right of the Lessor to indemnification for liability arising prior to the termination of this lease for personal injuries or property damage as provided in Section 29 of this Lease.

21. DEFAULT REMEDIES

Lessor:

Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default, if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease upon giving thirty (30) days' written notice to Lessor of its intentions to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. Lessee may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

22. CONDEMNATION

If all of the Building or a substantial portion thereof is taken under the power of eminent domain, sold under the threat of the exercise of said power, or disposed of to satisfy Federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

If any other taking adversely substantially affects lessee's use of the Facility, then Lessee may elect to terminate this Lease as of the date the condemning authority takes possession. Lessee's election to terminate shall be made in writing thirty (30) days after Lessor has given Lessee written notice of the taking (or in the absence of such notice within thirty (30) days after the condemning authority has taken possession). If Lessee does not terminate this Lease in accordance with this paragraph, this Lease shall remain in full force and effect as to the portion of the Facility remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the Facility to Lessee. In addition, Lessor, at its expense, shall promptly repair any damage to the Facility caused by condemnation and restore the remainder of the Facility to the reasonable satisfaction of Lessee.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made

as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, or for its loss of the leasehold interest herein created; or for its reasonable relocation and moving expenses.

Lessor shall give notice to Lessee within five (5) days after receipt of notification from any condemning authority of its intention to take all or a portion of the Facility.

Notwithstanding anything, expressed or implied, to the contrary contained in this lease, Lessee, at its own expense, may in good faith contest any such award for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, and for its loss of the leasehold interest herein created.

23. SEVERABILITY; CHOICE OF LAW

No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation. In the event of default, either party may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

24. BINDING EFFECT

This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

25. ASSUMPTION BY NEW OWNER

If the City of Madera transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

26. SURRENDER

Lessee agrees to take good care of the Facility and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, or earlier termination as provided herein, in as good condition as at the commencement of this Lease, normal wear and tear, Lessor's repair obligations, unavoidable accidents and damage by casualty or condemnation excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

27. INDEMNITY

Lessee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Lessee's performance of its obligations under this agreement or out of the operations conducted by Lessee, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Lessee's performance of this agreement, the Lessee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

28. COVENANTS AGAINST DISCRIMINATION

The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any leases, covenants or agreements shall contain the following covenants:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased".

29. NOTICES

All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor:

City of Madera
c/o City Manager
205 W. 4th Street
Madera, CA 93637

Lessee:

Madera Cab Co.
123 North E. Street
Suite 101
Madera, CA 93638

30. ENTIRE AGREEMENT

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

31. TAXES, UTILITIES AND MECHANIC'S LIENS

Notwithstanding anything expressed or implied to the contrary contained in this Lease, Lessee, at its own expense, may in good faith contest charges for taxes or utilities or mechanic's lien claim and, in the event of such contest, may permit the items contested to remain unpaid during the period of the contest and any appeal therefrom; provided that such nonpayment shall not be permitted to cause a loss or forfeiture of any part of the Building. Lessor shall render to Lessee all assistance reasonably possibly in contesting such charges including joining in and signing any protest or pleadings which Lessee deems advisable to file. Should any refund be made of any charges paid by Lessee, the amount of such refund shall belong to and be paid to Lessee.

32. MISCELLANEOUS

32.1 Attachments, Headings, Terms. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The word or words enclosed in quotation marks shall be construed as defined terms for purposes of this agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

32.2 Attorney's Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by losing party as fixed by the court.

32.3 Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

32.4 Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

32.5 Time of the Essence. Time and specific performance are each of the essence of this Lease.

32.6. Books & Records. Lessee shall have the right at all reasonable times to review the Lessor's books, accounting, and other records with respect to the operation, maintenance, repair, and utility costs, to determine and verify such costs and Lessee's ProRataShare thereof, including insurance and taxes set forth in Sections 12 and 16 herein. Lessor must maintain such books and records for a period of at least two (2) years following the calendar month in which said costs were incurred.

32.7 The venue for any action brought by Lessor or Lessee in connection with this Lease is the County of Madera.

33. SUBORDINATION

Lessor shall have the right, at any time or times during the term of this Lease, to mortgage Lessor's interest in the Facility for any purposes, and Lessee will, if requested by the lender, subordinate its interest in the Facility to the lien of lender's mortgage or trust deed, provided the lender agrees in writing, in recordable form, not to disturb Lessee's possession of the Facility under this Lease, so long as Lessee is not in default of any of the terms, conditions, and covenants of this Lease, and to accept the performance by Lessee of its covenants and obligations hereunder if such mortgage shall be foreclosed (hereinafter referred to as "non-disturbance agreement").

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

ATTEST:

By: _____
Sonia Alvarez
City Clerk

CITY OF MADERA
a Municipal Corporation

By: _____
Andrew Medellin
Mayor

Madera Cab Company

APPROVED AS TO FORM:

By: _____
Brent Richardson
City Attorney

By: _____

Title: _____

_____
(Tax Payer I.D. Number)

EXHIBIT "A"
MADERA INTERMODAL
TRANSPORTATION FACILITY BUILDING

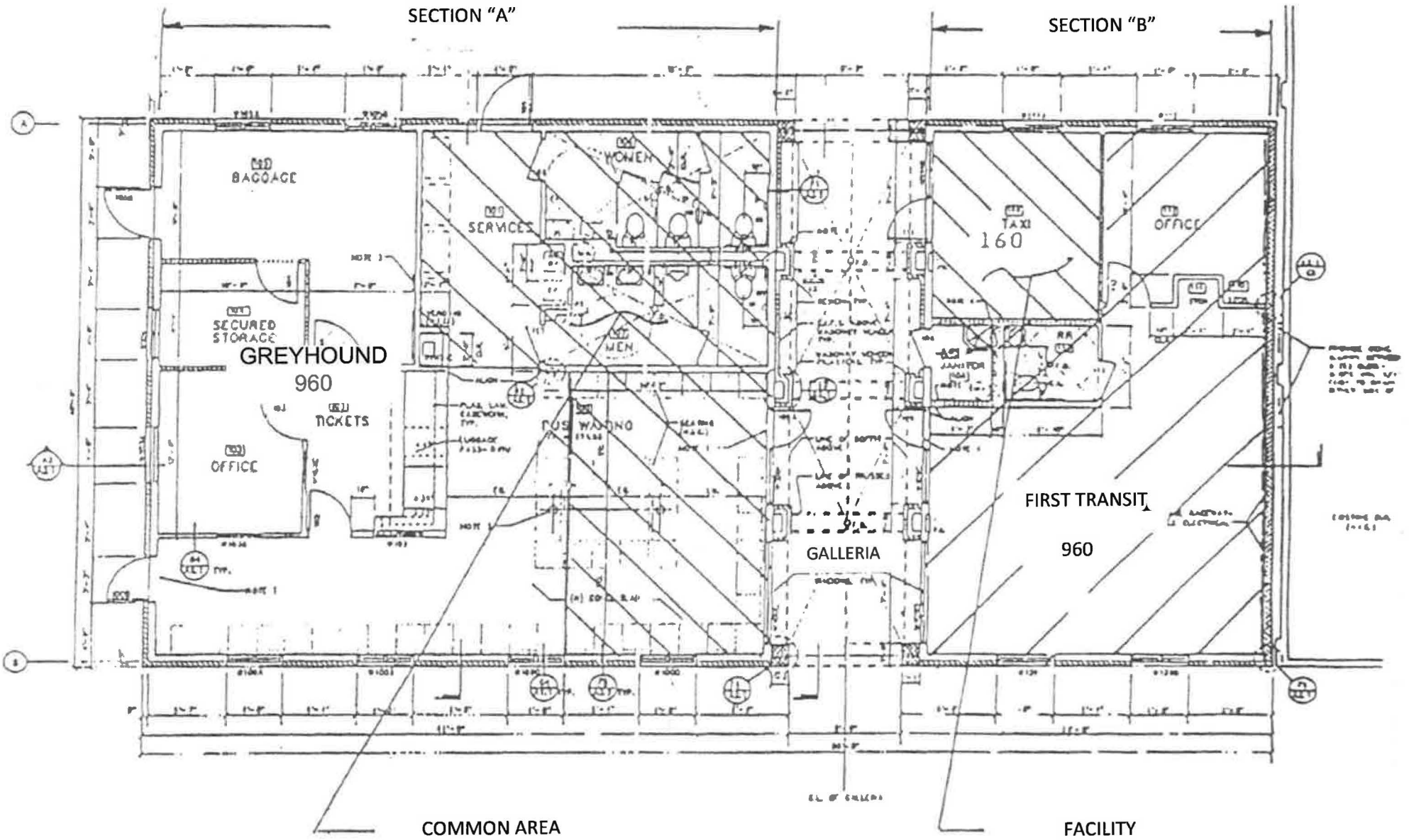
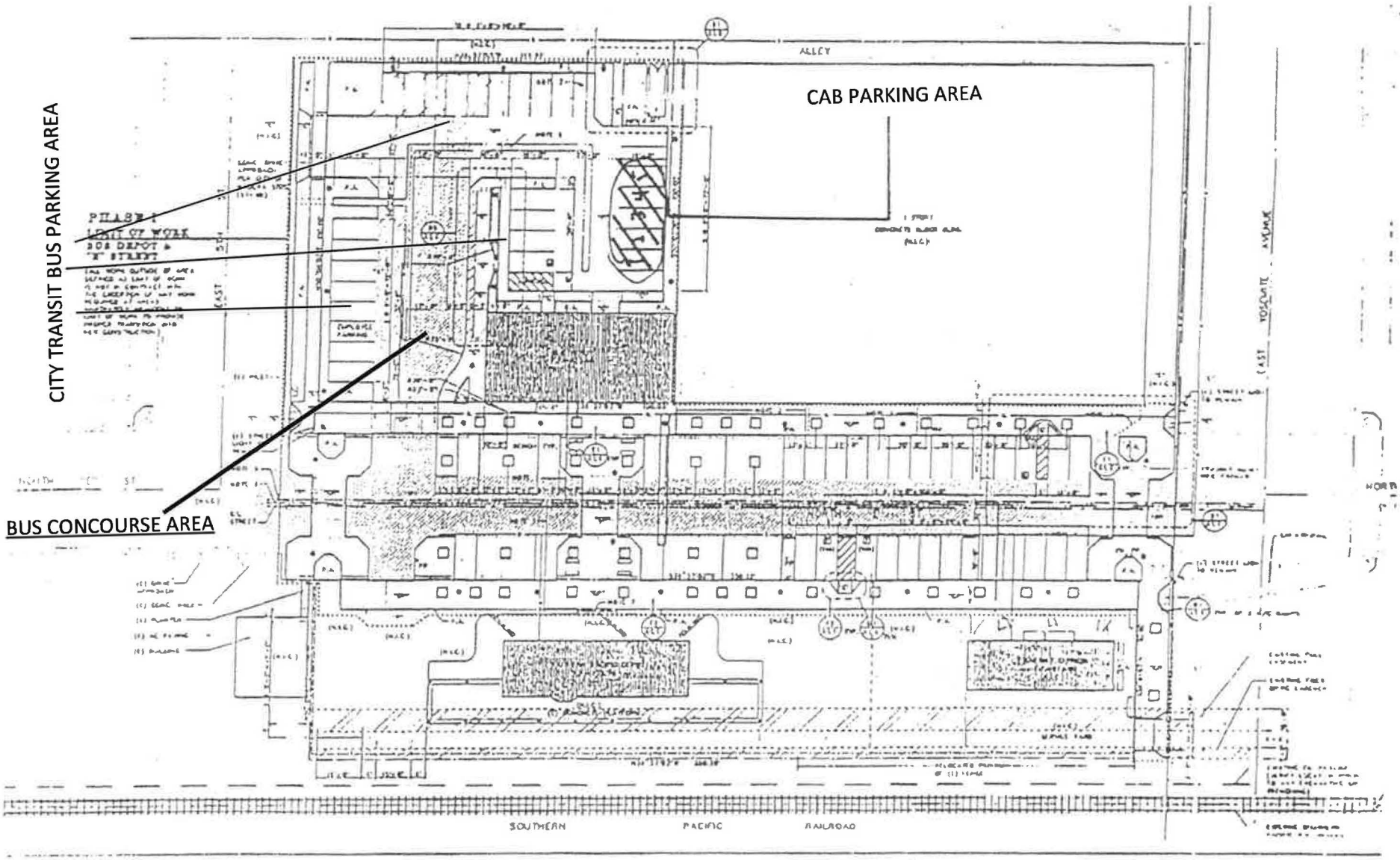


EXHIBIT "B"

MADERA INTERMODAL

TRANSPORTATION FACILITY BUILDING



Recorded at the Request of:
When Recorded Return to:
City of Madera
City Clerk
205 W. 4th Street
Madera, CA 93637

(Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code, no fee due, no document tax due)

LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, _____, by and between the **City of Madera**, a municipal corporation ("Lessor"), and **Greyhound Lines, Inc., a Delaware corporation** ("Lessee").

WHEREAS, the Lessor is the owner of the Madera Intermodal Transportation Facility building located on a tract of land in Madera, California, at 123 North "E" Street.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS
   a. Building. "Building" is defined as that certain building known as the Madera Intermodal Transportation Facility building consisting of one story and a total of approximately 3,200 square feet of floor space, located at 123 North "E" Street, in Madera, California, as shown on the attached Exhibits.
   b. Facility. "Facility" shall be defined as the area of 960 square feet within the Building reserved for the exclusive use of Lessee and labeled Facility on the attached Exhibit 'A'.
   c. Common Area. "Common Area" shall be defined as a portion of the waiting area, restroom facilities and entryways of the Building located inside the Building and labeled Common Area on the attached Exhibit 'A'.
   d. Bus Concourse Area. "Bus Concourse Area" shall be defined as the bus driveways and bus boarding area as outlined and labeled on the attached Exhibit 'B'.
   e. Lessee. "Lessee" shall be defined as the principal tenant of the Facility and shall be the responsible party for all terms and conditions of the lease agreement until termination for any reason.

2. FACILITY

The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein that certain

part of the Building labeled Facility in Exhibit 'A', which is attached hereto and made a part hereof, situated in the City of Madera, County of Madera, State of California, containing approximately 960 square feet of Building Area, together with all improvements thereon and appurtenances thereto, excepting therefrom the land upon which the Building and Facility are located; and subject to the conditions set forth herein, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility over and across any part of Lessor's adjacent property which is not part of the Facility, for any purpose contemplated herein, including the Common Area, Galleria, and Bus Concourse Area.

3. TERM

The term of this lease shall be 36 months, commencing March 1, 2019, concluding on February 28, 2022.

4. RENT

Lessee shall pay to Lessor as rent for use of the Facility equal monthly installments as indicated below payable on or before the first day of each calendar month of the term. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Lessor at the address stated herein or to such other person or at such other place as Lessor shall designate in writing as provided herein.

Rent for Year 1 shall be $768 per month, and for Year 2 and Year 3 shall be $806 per month.

5. USE

During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as its only bus terminal in Madera, California. The Lessee shall have the right of reasonable access to the Common Area, Galleria, and Bus Concourse Area during normal business hours for the life of this Lease. Other tenants in the Building shall have reasonable access to the Common Area and Galleria.

Lessee shall not commit or permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Building or any part thereof.

6. LESSOR'S WARRANTY OF TITLE

Lessor represents and warrants that:

a. Lessor will be the sole owner in fee simple of the Building and has full right and power to grant the estate demised and to execute and perform this Lease;

c. The intended use of the Building for purposes stated herein is permitted by all applicable zoning laws and regulations; and
d. The Building will comply with all applicable ordinances, regulations, zoning and other laws.

7. QUIET ENJOYMENT

Lessor covenants and agrees that so long as Lessee observes and performs all the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Facility for the Term without any encumbrances or hindrance by Lessor. If Lessee's use of the Facility is significantly limited, or denied, through rezoning, environmental impact edict, or other action of any public or quasi-public agency, this Lease, at the sole option of Lessee, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will abate.

8. REPAIRS, MAINTENANCE AND UTILITIES

a. Exterior of Building. Lessor shall provide and pay for day-to-day maintenance and repair of the exterior area of the Building, including but not limited to the exterior landscaping, bus concourse area, driveways, exterior roof, and exterior side walls.
b. Facility. The Lessee shall provide, perform and pay for day-to-day maintenance, repair, and janitorial services for the Facility, as defined in Subsection 1.b. above. The Lessee shall pay the total cost of its telephone and communication services and its ProRataShare, as defined in Section 8.d. below, of the gas and electricity used at the Facility.
c. Interior of Building. Except as provided in Subsections a. and b. above, the Lessor shall provide, perform, and pay all costs for maintenance, repairs, janitorial services, garbage and rubbish services, sewer, water, gas, electricity, maintenance and janitorial supplies, security costs, and all other public utility services for the Building during the term of this Lease, or any renewals thereof as provided herein; and Lessee shall, upon receipt of a proper accounting from Lessor, reimburse Lessor for said costs on a monthly basis its ProRataShare of said costs as determined by reference to Subsection d. below.
d. ProRataShare Computation. Wherever in this Lease the Lessee agrees to provide, perform or pay its ProRataShare of services or costs, the Lessee shall provide, perform or pay a percentage of the total of said services or costs, as determined by this subsection and defined herein as "ProRataShare".

For the purpose of this Lease:

The "Interior Area" shall mean the total square footage of leasable floor space in the interior of Section 'A' of the Building. Such square footage is determined to be 1120 square feet.

The "Facility Area" shall mean the square footage of the Facility equaling 960 square feet.

The "ProRataShare" hereby defined, shall be the ratio of the Facility Area to the Interior Area where the area designated as "Greyhound" in Exhibit 'A' is in use by someone other than Lessee. The "ProRataShare" shall include the costs of such services for the entire Interior Area where the area indicated as "Greyhound" on Exhibit 'A' is not in use by anyone.

9. ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

a. No alterations or improvements made by Lessee shall in any way impair the structural stability of the Building or diminish the value of the property.
b. All alterations or improvements shall be first approved in writing by the Lessor but said approval shall not be unreasonably withheld by Lessor.
c. Lessee shall keep the Facility and every part of the Building free and clear of any mechanic's liens or materialmen's liens arising out of the construction of any such alterations or improvements.
d. All alterations and improvements made to the Facility shall become the property of the Lessor and shall remain on and be surrendered with the Facility at the expiration or sooner termination of this lease or any renewal or extension of this lease.
e. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility or Building caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility or Building at any time.

10. MECHANIC'S LIENS

The Lessor and Lessee agree to keep the Building free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the

benefit of the Building and Lessor and Lessee further agree to hold each other harmless from any and all claims.

11. DAMAGE/DESTRUCTION

If the Facility or Building is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the Facility or Building to a good tenantable condition. All rent shall wholly abate in case the entire Facility or Building is untenantable or shall abate pro rata for the portion rendered untenantable in case a part only is untenantable, until the Facility and Building is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond lessor's reasonable control. If (i), Lessor shall not commence such repair or restoration within thirty (30) days the "Deadline Date" after such damage or destruction shall occur or (ii), it is determined that repair or restoration will require more than one hundred twenty (120) days to complete, Lessee may after, in the case of (i), the Deadline Date, or (ii), the date of the occurrence of the casualty, at its option, terminate this Lease by sending the Lessor written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Building or Facility in the event of damage or destruction of said property.

12. INSURANCE

Without limiting Lessee's indemnification of Lessor, and prior to Lessee's operation and use of the Building, Lessee shall obtain, provide, and continuously maintain at its own expense during the term of the Lease policies of insurance of the type and amounts described below and in form satisfactory to the Lessor.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.

- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Lessee arising out of or in connection with operations conducted at the Leased Building, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Lessee shall submit to the Lessor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Lessor, its officers, agents, employees, and volunteers.
- Property insurance against all risks of loss to any Lessee improvements or betterments. Policy should be for full replacement cost with no coinsurance penalty provision.

Maintenance of Coverage
Lessee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Lessee, his agents, representatives, or employees as specified in this Agreement.

Proof of Insurance
Lessee shall provide to the Lessor certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Lessor prior to commencement of performance. Current evidence of insurance shall be kept on file with the Lessor at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Lessor, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Lessee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against the Lessor.

Enforcement of Contract Provisions (non-estoppel)
Lessee acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Lessee of non-compliance with any requirement imposes no additional obligations on the Lessor, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

Notice of Cancellation
Lessee agrees to oblige its insurance agent or broker and insurers to provide to the Lessor with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the Lessor. The Lessor reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Lessor's Risk Manager.

Timely Notice of Claims
Lessee shall give the Lessor prompt and timely notice of claims made or suits instituted that arise out of or result from Lessee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Lessee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

13. SIGNS

Any and all signs or advertisements of any nature extending into, on, or located over the Building, Facility, or Bus Concourse Area, shall conform to all City of Madera, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by

Lessor shall not be unreasonably withheld as to location, graphics type, content, architectural or engineering standards.

14. TAXES

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, including possessory interest taxes, if any, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against the Building or Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor its ProRataShare, as defined in Section 8.d. above, of any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Building.

15. VENDING

Lessor shall have the right to place vending machines and lockers within the Common Area and be entitled to all income derived therefrom.

16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Facility, without the prior written consent of Lessor. Neither shall Lessee sublet the Facility or any part thereof, or allow any persons, other than Lessee's agents and servants, to occupy or use the Facility or any part thereof without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrances, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation or law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Facility shall not be unreasonably withheld or delayed.

Notwithstanding anything to the contrary as set forth above, Lessee may, without Lessor's consent, assign or sublease all or a portion of the Facility, a subsidiary, affiliate or parent company of Lessee or any subsequent purchaser of Lessee. Any permitted assignment or sublease shall not relieve the Lessee from any obligations set forth herein.

17. PUBLIC ACCESS

The public shall have access during normal business hours of Lessee to the Facility by way of the Common Area and Galleria identified on Exhibit 'A'.

18. TERMINATION OF LEASE

a. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on thirty (30) days prior written notice.
b. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this lease prior to expiration of the term or renewed or extended term hereof as follows:
    i. If the Lessee is in default or breach of this lease, as specified in Section 22 of this lease or as otherwise provided by law; or
    ii. If the Lessee assigns or sublets the Facility without the prior written consent of Lessor, as specified in Section 18 of this lease.

19. COMPLIANCE WITH LAWS

During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and State statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Building as a Multi-Purpose Transportation Facility.

20. DEFAULT/REMEDIES

Lessee:

The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

a. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of twenty (20) days after written notice thereof from Lessor to Lessee.

b. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection a. above, where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
c. The making of Lessee of any general assignment, or general arrangement for the benefit of creditors.
d. The filing by Lessee of a voluntary petition to have Lessee adjudged a bankrupt.
e. The judicial declaration of Lessee as bankrupt and the lack of dismissal of such proceeding within sixty (60) days.
f. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within sixty (60) days.
g. The attachment, execution or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within sixty (60) days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate if same is not dismissed within sixty (60) days.

If Lessee breaches this Lease or is in default and fails to cure within applicable cure periods, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;
(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been unreasonably avoided.
(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such

rental loss for such period that Lessee proves could be reasonably avoided; and

(iv) The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the statutory rate. The worth at the time of award of the amount referred to in Paragraph (iii) of this subsection is computed by discounting such amount at the statutory rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of the Lessor to equitable relief where such relief is appropriate.

Nothing in this Least affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this Section.

Nothing in this Section affects the right of the Lessor to indemnification for liability arising prior to the termination of this lease for personal injuries or property damage as provided in Section 29 of this Lease.

21. DEFAULT REMEDIES

Lessor:

Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default, if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease upon giving thirty (30) days' written notice to Lessor of its intentions to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. Lessee may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

22. CONDEMNATION

If all of the Building or a substantial portion thereof is taken under the power of eminent domain, sold under the threat of the exercise of said power, or disposed of to satisfy Federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

If any other taking adversely substantially affects lessee's use of the Facility, then Lessee may elect to terminate this Lease as of the date the condemning authority takes possession. Lessee's election to terminate shall be made in writing thirty (30) days after Lessor has given Lessee written notice of the taking (or in the absence of such notice within thirty (30) days after the condemning authority has taken possession). If Lessee does not terminate this Lease in accordance with this paragraph, this Lease shall remain in full force and effect as to the portion of the Facility remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the Facility to Lessee. In addition, Lessor, at its expense, shall promptly repair any damage to the Facility caused by condemnation and restore the remainder of the Facility to the reasonable satisfaction of Lessee.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made

as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, or for its loss of the leasehold interest herein created; or for its reasonable relocation and moving expenses.

Lessor shall give notice to Lessee within five (5) days after receipt of notification from any condemning authority of its intention to take all or a portion of the Facility.

Notwithstanding anything, expressed or implied, to the contrary contained in this lease, Lessee, at its own expense, may in good faith contest any such award for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, and for its loss of the leasehold interest herein created.

23. SEVERABILITY; CHOICE OF LAW

No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation. In the event of default, either party may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

24. BINDING EFFECT

This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

25. ASSUMPTION BY NEW OWNER

If the City of Madera transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

26. SURRENDER

Lessee agrees to take good care of the Facility and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, or earlier termination as provided herein, in as good condition as at the commencement of this Lease, normal wear and tear, Lessor's repair obligations, unavoidable accidents and damage by casualty or condemnation excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

27. INDEMNITY

Lessee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Lessee's performance of its obligations under this agreement or out of the operations conducted by Lessee, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Lessee's performance of this agreement, the Lessee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

28. COVENANTS AGAINST DISCRIMINATION

The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any leases, covenants or agreements shall contain the following covenants:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased".

29. NOTICES

All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor:

City of Madera
c/o City Manager
205 W. 4th Street
Madera, CA 93637

Lessee:

Greyhound Lines, Inc.
c/o Real Estate Dept.
P.O. Box 660362
Dallas, Texas 75266-0362

30. ENTIRE AGREEMENT

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

31. TAXES, UTILITIES AND MECHANIC'S LIENS

Notwithstanding anything expressed or implied to the contrary contained in this Lease, Lessee, at its own expense, may in good faith contest charges for taxes or utilities or mechanic's lien claim and, in the event of such contest, may permit the items contested to remain unpaid during the period of the contest and any appeal therefrom; provided that such nonpayment shall not be permitted to cause a loss or forfeiture of any part of the Building. Lessor shall render to Lessee all assistance reasonably possibly in contesting such charges including joining in and signing any protest or pleadings which Lessee deems advisable to file. Should any refund be made of any charges paid by Lessee, the amount of such refund shall belong to and be paid to Lessee.

32. MISCELLANEOUS

32.1 Attachments, Headings, Terms. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The word or words enclosed in quotation marks shall be construed as defined terms for purposes of this agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

32.2 Attorney's Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by losing party as fixed by the court.

32.3 Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

32.4 Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

32.5 Time of the Essence. Time and specific performance are each of the essence of this Lease.

32.6. Books & Records. Lessee shall have the right at all reasonable times to review the Lessor's books, accounting, and other records with respect to the operation, maintenance, repair, and utility costs, to determine and verify such costs and Lessee's ProRataShare thereof, including insurance and taxes set forth in Sections 12 and 16 herein. Lessor must maintain such books and records for a period of at least two (2) years following the calendar month in which said costs were incurred.

32.7 The venue for any action brought by Lessor or Lessee in connection with this Lease is the County of Madera.

33. SUBORDINATION

Lessor shall have the right, at any time or times during the term of this Lease, to mortgage Lessor's interest in the Facility for any purposes, and Lessee will, if requested by the lender, subordinate its interest in the Facility to the lien of lender's mortgage or trust deed, provided the lender agrees in writing, in recordable form, not to disturb Lessee's possession of the Facility under this Lease, so long as Lessee is not in default of any of the terms, conditions, and covenants of this Lease, and to accept the performance by Lessee of its covenants and obligations hereunder if such mortgage shall be foreclosed (hereinafter referred to as "non-disturbance agreement").

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

ATTEST:

By: _____
Sonia Alvarez
City Clerk

CITY OF MADERA
a Municipal Corporation

By: _____
Andrew Medellin
Mayor

Greyhound Lines, Inc.

APPROVED AS TO FORM:

By: _____
Brent Richardson
City Attorney

By: _____

Title: _____

_____
(Tax Payer I.D. Number)

EXHIBIT "A"
MADERA INTERMODAL
TRANSPORTATION FACILITY BUILDING

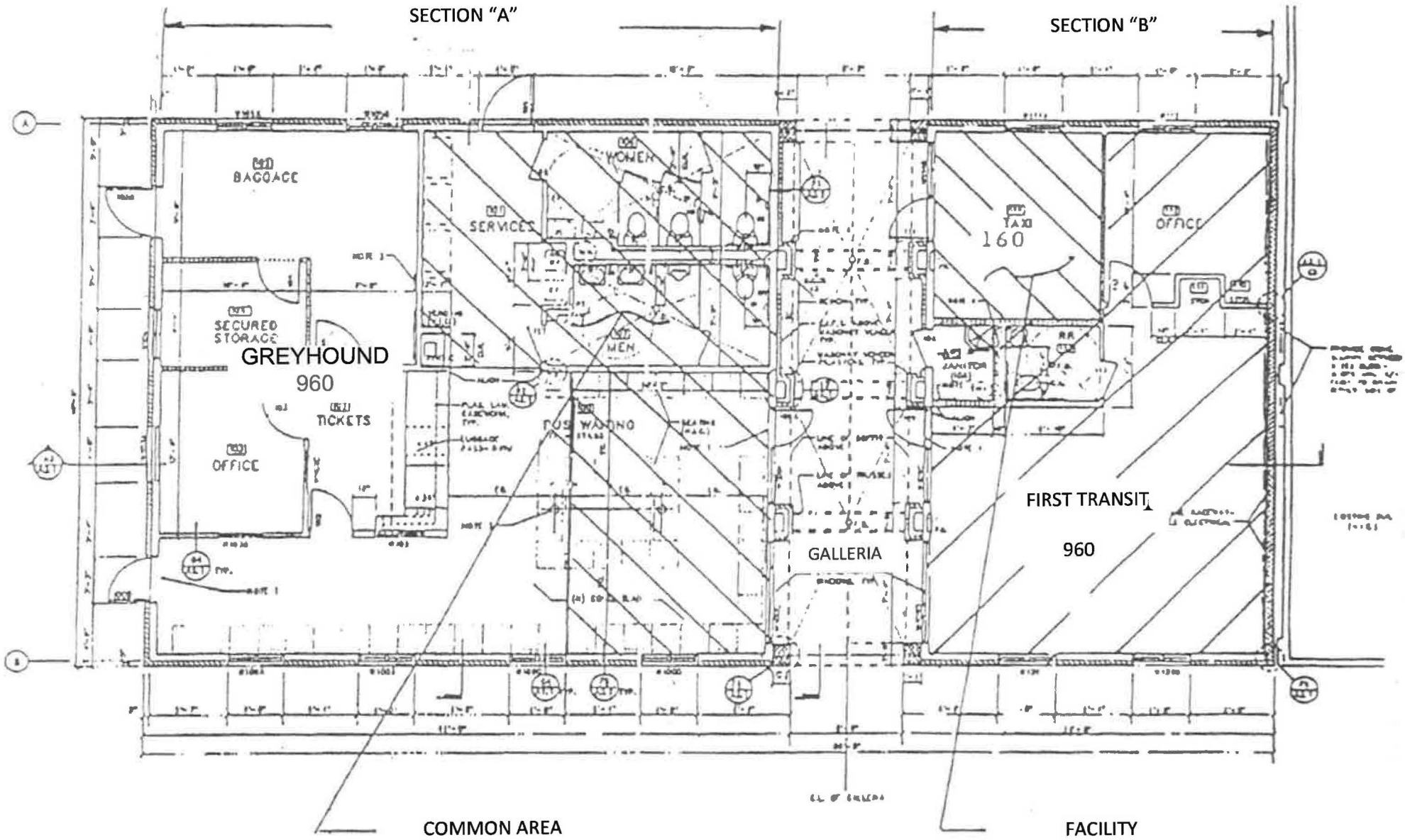
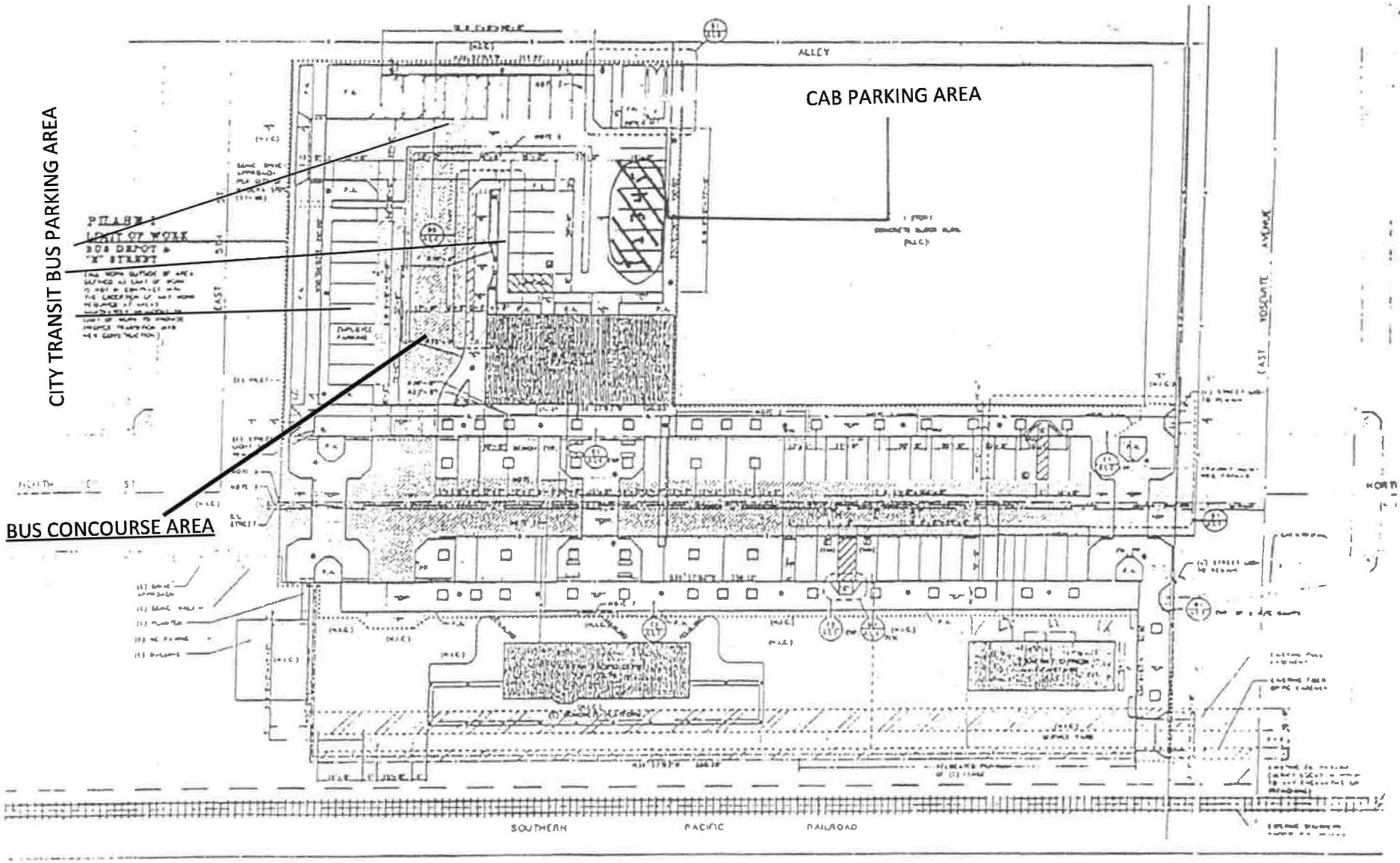


EXHIBIT "B"

MADERA INTERMODAL

TRANSPORTATION FACILITY BUILDING



Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: C-4

SUBJECT: **Consideration of a resolution accepting a grant award in the amount of $2,762,649 from the Federal Transit Administration to support operating and capital assistance for Madera Area Express and amending the Fiscal Year 2018/19 budget.**

RECOMMENDATION: It is recommended that the City Council (Council) adopt a resolution to accept a grant award in the amount of $2,762,649 from the Federal Transit Administration (FTA) to support operations and preventative maintenance over a two-year period for Madera Transit Division and amend the Fiscal Year 2018/19 Budget.

SUMMARY: The City of Madera (City) was awarded an FTA grant (CA-2018-054-00 – Operating and Capital Assistance) in the amount of $2,762,649, which is included as Attachment 1. These funds are necessary for provision of Madera Area Express, and Dial-A-Ride services in addition to the maintenance and repair of the Intermodal Building and the City's bus fleet. With the acceptance of this grant award and budget amendment, staff will be able to utilize funds for their allocated purposes.

DISCUSSION: The U.S. Department of Transportation is authorized to make grants to states through the FTA to support operating and capital assistance per the Federal Transit Act (FTA Circular 9030.1E). The City is identified by the California Department of Transportation (Caltrans) as the Direct Recipient for FTA transportation program funds to support transit operations and capital expenditures in the Madera Small Urbanized Area (UZA), which is based on the 2010 Census. To access annual Federal apportionments, as determined by a population density-based formula, the Grants Department has applied to FTA in prior years and been awarded monies to offset transit operating and capital costs. Each application is submitted with pre-award authority which allows for spending by the City prior to the award being made by FTA and executed by the City.

Staff completed the application and submission process in late 2017 and the City was awarded $2,762,649 in Federal monies for public transit services within the Madera UZA. The City received an Award Notice from FTA on June 5, 2018 and staff executed the award on September 7, 2018. Once the award is accepted, the Finance Department can account for the revenue in the FY 2018/19 budget and allocate a portion of the funds for transit service expenditures which have occurred during the current fiscal year. Funds not expended in FY 2018/19 will be budgeted in FY 2019/20.

FINANCIAL IMPACT:

There is no fiscal impact to the General Fund. Acceptance of the FTA award will provide $2,762,649 over a two-year period to support all aspects of managing and providing public transit services in Madera. The award requires local funding totaling $69,000 at an 80:20 ratio for Preventive Maintenance (categorized as a capital expense). The award also requires local funding totaling $2,360,649 at a 50:50 match ratio for operating expenses. Local match funding is secured through Transportation Development Act funds, which include Local Transportation Funds (LTF) and State Transit Assistance (STA) as well as fare revenue and any other allowable use of "other transit revenue" funds not part of the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of the FTA awards is consistent with Multi-modal Transportation: Strategy 121 – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

Council may choose to not accept the award, and direct City staff to identify alternate sources of revenue to cover current and future Madera Area Express expenditures.

ATTACHMENTS:

1. Award Notice for CA-2018-054-00 – Operating and Capital Assistance
2. Resolution with Exhibit AA – FY 2018/19 Budget Amendment

Attachment 1
Award Notice for CA-2018-054-00 – Operating and Capital Assistance

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-24, October 1, 2017)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(24), October 1, 2017, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Madera, City Of

Recipient ID: 6264

DUNS No: 078772142

Award Information

Federal Award Identification Number: CA-2018-054-00

Award Name: Operating and Capital Assistance

Award Executive Summary: This application includes a total of $2,774,149 in Section 5307 funds for the period from July 1, 2017 through June 30, 2020 which includes:
$1,285,837 of FFY14 carryover leaving a $0 balance;
$1,488,312 of FFY15 apportionment leaving a balance of $85,303.

Total project funds of $5,066,298 (including local match) will be used for:

OPERATING ASSISTANCE - $4,301,298 funded 50% by FTA 5307 funds ($2,150,649), and 50% funded by local funds ($2,150,649). Funds will be used to support the maintenance, operations, and administrative functions of:
A. Dial-A-Ride (DAR)
B. Madera Area Express (MAX) fixed route system
C. Intermodal Transit Facility

PREVENTIVE MAINTENANCE - $345,000 funded 80% by FTA 5307 funds ($276,000) and 20% funded by local funds ($69,000)
A. Preventive maintenance for the MAX and DAR in accordance with the City's Fleet Maintenance Policy (Attachment E) which is inline with FTA Circular 9030.1E, Appendix E.
B. Topics/Procedures covered by the Policy include:
- Goals & Objectives
- Service Performance Standards
- Equipment & Vehicle Maintenance Program (Plan, Scheduled, HVAC, Lift & Tie Down, Unscheduled, Radio & Camera, Parts/Fluids/Tires, Garage Equipment)
- Major Repairs and Warranty Work
- Maintenance Record Keeping & Scheduling
- Vehicle Cleaning & Servicing

C. Vehicles to be serviced include:
Count Type
7 Ford E-450 – Starcraft Cutaway Bus – CNG
1 Chevy 550 Aero-Elite Cutaway Bus – CNG
4 Ford E-450 – Starcraft Cutaway Bus – GAS
4 Ford E-450 – Elkhart Cutaway Bus – CNG
1 Ford E-450 – Elkhart Cutaway Bus – GAS

17 TOTAL Revenue Vehicles

2 MAX BUSES (Replacement) - $420,000, funded 80% by FTA 5307 funds ($336,000), and 20% funded by local funds ($84,000) local funds total include $22,876 plus interest earned from the sale of three revenue vehicles (VIN Nos. 1FDXE45S17DB36878, 1FD4E45S18DA54931, and 1FD4E45S38DB54932); Vehicles to be replaced B32 (VIN#1GBG5V1G99F404258; mileage 150,888) & B33 (VIN#1GBG5V1G49F405060; mileage 237,026).

About the transit service provided by the City of Madera:

The City contracts with First Transit, Inc. to provide MAX and DAR services. First Transit Employees are part of AFL/CIO Local 39 Stationary Engineers Union. The City owns and maintains the transit vehicles used for City of Madera transit operations.

The City of Madera's Intermodal Facility houses the City's Transit operations center and serves as a transit hub, dispatching center and bus parking facility. In addition space is leased to Greyhound and Madera Cab Company.

Start Date is: The Award Start Date is the same as the date of award.

End Date is: 6/30/2020

This project is also funded with Community College District funds and local sales tax funds.

Award Budget

Total Award Budget: $5,066,298.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $2,762,649.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,303,649.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $2,762,649.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,303,649.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	$2,762,649
Local			$2,303,649
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Total Eligible Cost			**$5,066,298**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Edward Carranza
Supervisory Senior Operations Manager
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: edward.carranza@dot.gov
Award Date: 6/5/2018

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Madera, City Of

ATTACHMENT 2
Resolution with Exhibit AA – FY 2018/19 Budget Amendment

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF $2,762,649 FROM THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT OPERATING AND CAPITAL ASSISTANCE FOR MADERA AREA EXPRESS AND AMENDING THE FISCAL YEAR 2018/19 BUDGET

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to small urbanized public transportation systems under Section 5307 of the Federal Transit Act (FTA Circular 9030.1E); and

WHEREAS, the California Department of Transportation (Caltrans) has been designated by the Governor of the State of California to designate Direct Recipients of FTA awards and administer grants for small urbanized areas (UZA); and

WHEREAS, Caltrans has designated City of Madera as the FTA Direct Recipient for the Madera UZA; and

WHEREAS, the Grants Department made an application requesting $2,762,649 in FTA 5307 program funds with an 80:20 ratio award to local matching funds to support capital expenses of preventive maintenance and a 50:50 ratio award to local match funds to support transit operating assistance; and

WHEREAS, on Sep 7, 2018, the Grants Department executed Federal Award Identification No. CA-2018-054-00 in the amount of $2,762,649 in FTA pre-award funding to City of Madera for transit operating and capital assistance.

THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, HEREBY FURTHER FINDS, ORDERS AND RESOLVES AS FOLLOWS:

1. The above recitals are true and correct.
2. Council accepts FTA grant award CA-2018-054-00, in the amount of $2,762,649 for transit operating and capital assistance, with all requirements and obligations.
3. The amendment to the FY 2018/19 budget for the appropriation of FTA 5307 Program in the amount of $2,762,649 in accordance with Exhibit "AA" is hereby approved.
4. A signed copy of this resolution shall be placed on file in the office of the Director of Finance who shall prepare all entries necessary to reflect the budget changes identified above in the City's accounts.
5. This resolution is effective immediately upon adoption.

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EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

FY 2019 Federal Transit Administration - Grant 054 Operating and Capital Assistance

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Transportation					
MAX Operations					
2129	5300	4423	Grant - Federal Section 5307		1,334,324.50
DAR - Operations					
2128	5290	4423	Grant - Federal Section 5307		1,334,324.50
INT - Operations					
4110	8060	4423	Grant - Federal Section 5307		94,000.00
				-	**2,762,649.00**
MAX Operations					
2129	5300	5000	Salaries/Full-time	119,781.22	
2129	5300	5100	Salaries/Overtime	132.29	
2129	5300	5105	Salaries/Leave Payout	337.34	
2129	5300	5110	Salaries/Uniform Pay	758.02	
2129	5300	5300	Public Employee Retirement Sys	34,083.17	
2129	5300	5302	Long Term Disability Insurance	386.29	
2129	5300	5303	Life Insurance Premiums	91.28	
2129	5300	5304	Workers Compensation Insurance	9,900.57	
2129	5300	5305	Medicare Tax- Employer's Share	1,649.65	
2129	5300	5308	Deferred Compensation/Full-tim	4,505.79	
2129	5300	5309	Unemployment Insurance	375.70	
2129	5300	5310	Section 125 Benefit Allow.	15,230.53	
2129	5300	6412	Advertising/Other	7,000.00	
2129	5300	6416	Office Supplies/Expendable	7,000.00	
2129	5300	6418	Postage / Other Mailing Charge	7,000.00	
2129	5300	6425	Vehicle Fuel, Supplies & Maint	175,000.00	
2129	5300	6440	Contracted Services	679,225.64	
2129	5300	6520	Ticket Purchases	5,000.00	
2129	5300	6530	Conference/Training/Ed	4,000.00	
2129	5300	6532	Maintenance / Other Supplies	10,000.00	
2129	5300	6902	Interfund Charges- Central Sup	10,000.00	
2129	5300	6903	Interfund Charges - Cost Distr	144,378.00	
2129	5300	6904	Interfund Charges - Admin. Ove	52,248.00	
2129	5300	6918	Interfund Charges- Comp Maint	4,435.00	
2129	5300	6920	Interfund Charges - Computer R	1,045.00	
2129	5300	7000	Vehicles and Equipment	10,000.00	
2129	5300	8200	Transfer Out	28,500.00	
2129	5300	8220	Transfers Out - Insurance Rese	2,261.00	
				1,334,324.50	-

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

FY 2019 Federal Transit Administration - Grant 054 Operating and Capital Assistance

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
DAR - Operations					
	2128 5290	5000	Salaries/Full-time	119,781.22	
	2128 5290	5100	Salaries/Overtime	132.29	
	2128 5290	5105	Salaries/Leave Payout	337.34	
	2128 5290	5110	Salaries/Uniform Pay	758.02	
	2128 5290	5300	Public Employee Retirement Sys	34,083.17	
	2128 5290	5302	Long Term Disability Insurance	386.29	
	2128 5290	5303	Life Insurance Premiums	91.28	
	2128 5290	5304	Workers Compensation Insurance	9,900.57	
	2128 5290	5305	Medicare Tax- Employer's Share	1,649.65	
	2128 5290	5308	Deferred Compensation/Full-tim	4,505.79	
	2128 5290	5309	Unemployment Insurance	375.70	
	2128 5290	5310	Section 125 Benefit Allow.	15,230.53	
	2128 5290	6412	Advertising/Other	7,417.23	
	2128 5290	6416	Office Supplies/Expendable	7,417.23	
	2128 5290	6418	Postage / Other Mailing Charge	7,417.23	
	2128 5290	6425	Vehicle Fuel, Supplies & Maint	180,961.89	
	2128 5290	6440	Contracted Services	650,000.00	
	2128 5290	6520	Ticket Purchases	5,000.00	
	2128 5290	6530	Conference/Training/Ed	4,000.00	
	2128 5290	6902	Interfund Charges- Central Sup	12,000.00	
	2128 5290	6903	Interfund Charges - Cost Distr	144,378.00	
	2128 5290	6904	Interfund Charges - Admin. Ove	43,305.00	
	2128 5290	6918	Interfund Charges- Comp Maint	4,435.00	
	2128 5290	7000	Vehicles and Equipment	50,000.00	
	2128 5290	8200	Transfer Out	28,500.00	
	2128 5290	8220	Transfers Out - Insurance Rese	2,261.07	
				1,334,324.50	-
INT - Operations					
	4110 8060	5005	Salaries/Part-time	8,694.00	
	4110 8060	5304	Workers Compensation Insurance	816.00	
	4110 8060	5305	Medicare Tax- Employer's Share	131.00	
	4110 8060	5307	Deferred Compensation/Full-tim	326.00	
	4110 8060	5309	Unemployment Insurance	210.00	
	4110 8060	6401	Gas and Electric Utilities	19,327.07	
	4110 8060	6440	Contracted Services	20,000.00	
	4110 8060	6532	Maintenance/Other Supplies	4,000.00	
	4110 8060	6560	Liability / Property Insurance	1,890.90	
	4110 8060	6900	Interfund Charge - Fac. Maint.	29,665.00	
	4110 8060	6902	Interfund Charges- Central Sup	500.00	
	4110 8060	6904	Interfund Charges - Admin. Ove	8,196.00	
	4110 8060	8220	Transfers Out - Insurance Rese	244.03	
				94,000.00	-

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

FY 2019 Federal Transit Administration - Grant 054 Operating and Capital Assistance

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
			Totals for Adjustment	**2,762,649.00**	**2,762,649.00**

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: C-5

SUBJECT:

Consideration of a Resolution for Bid Award to Municipal Maintenance Equipment, Inc. for the Purchase of One Diesel PM Certified Street Sweeper in the Amount of $249,530.65.

RECOMMENDATION:

Staff recommends that the City Council (Council) approve the award to Municipal Maintenance Equipment, Inc. (MME) for the purchase of one diesel PM Certified street sweeper in the amount of $249,530.65.

SUMMARY:

The City has been granted up to $220,000 of federal funding from the Congestion Mitigation & Air Quality Program (CMAQ) for the purchase of one diesel PM Certified street sweeper. CMAQ awards funding to assist with these purchases if the equipment upgrade will include the upgrade from a non-certified sweeper to a PM 10 Certified sweeper. On October 29, 2018, the City advertised a Request for Proposals (RFP) from which the City received three bids. Staff recommends that an award be made to the lowest responsible bidder, MME.

DISCUSSION:

The City Streets Maintenance Division currently houses three street sweepers, all of which are necessary to provide an adequate service level to the community. Of the three units, #329 a 2003 model year has been scheduled for replacement for the last two fiscal years. This replacement is necessary due to the CNG tanks reaching a predetermined expiration date and the overall unit exceeding its life cycle expectancy of ten years. The remaining two sweepers are 2008 and 2014 models respectively which indicates that the 2008 model year sweeper will be recommended for replacement soon.

Staff anticipated the replacement of unit #329 in 2015 and moved to secure CMAQ funding to assist with the purchase of a new street sweeper at that time, as outlined below:

- December 2015 – Council approved submitting a grant application for CMAQ funding for seven projects, including replacing unit #329 with a new PM-10 certified street sweeper.
- January 2016 – The Madera County Transportation Commission (MCTC) approved all seven projects.
- December 2016 – The sweeper replacement project was listed and approved in the 2017 Federal Transportation Improvement Program (FTIP).
- March 2017 – City applied for a Buy America Waiver.
- April 2017 – The Federal Government advises partner agencies that the Buy America Waiver requests were placed on hold pending program review.
- April 2018 – The Buy America Waiver request was approved.
- May 2018 – Unit #329 was retired from the City fleet.
- June 25, 2018 – City staff requested an Authorization to Proceed from Caltrans.
- August 3, 2018 – The Authorization to Proceed was received from Caltrans.

The RFP was advertised on the City's website and sent to several potential bidders by the Purchasing Department on October 29, 2018. Addendum Number 1 was posted to the City's website on November 20, 2018. On December 11, 2018, three bids were received, opened, and read as required. A committee comprised of staff from the Public Works and Fleet Departments reviewed and ranked the proposals based on price, conformity to specifications, and expected delivery date. The bid ranking is listed below:

1.	MME	$236,325.23
2.	Haaker	$270,949.75
3.	Terry Equipment Inc.	$263,956.80

MME met the specification required and was able to provide the street sweeper at the lowest price. MME will begin production on the street sweeper once a purchase order has been issued and estimates 90 days for delivery.

FINANCIAL IMPACT:

The total bid amount is $236,325.23. Additionally, the City requested pricing on several optional items. Below is the break down of the total proposed cost:

Schwarze/Freightliner Sweeper	$236,325.23
Optional Life Liner	$ 6,987.54
Optional Front Spray Bar	$ 752.34
Optional Extended Warranty on Hopper	$ 5,465.54
TOTAL	**$249,530.65**

The majority of this project will be funded by CMAQ in the amount of 88 percent of the purchase price, up to $220,000. The City will be reimbursed by CMAQ for this amount once the purchase has been made. With the optional items included, CMAQ reimbursement will total $219,586.97. The remaining local match of $29,943.68 has been budgeted in the Fleet Equipment Replacement Fund, 30701250, for Fiscal Year 2018/19. This will have no impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ATTACHMENTS:

1. Resolution
2. Request for Proposals and Addendum No. 1
3. Proposal from Municipal Maintenance Equipment, Inc.

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING A BID TO MUNICIPAL MAINTENANCE EQUIPMENT, INC. FOR THE PURCAHSE OF ONE DIESEL PM CERTIFIED STREET SWEEPER IN THE AMOUNT OF $249,530.65.

WHEREAS, the City of Madera (City) has advertised for bids for one diesel PM Certified street sweeper; and

WHEREAS, bids were duly received, opened, and read by the City Purchasing Department as required; and

WHEREAS, a committee of staff from the Public Works and Fleet Departments reviewed and ranked each proposal based on price, delivery date, and conformity to specification; and

WHEREAS, Municipal Maintenance Equipment, Inc. was the lowest responsible bidder.

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

1. The above recitals are true and correct.
2. The low bid submitted by Municipal Maintenance Equipment, Inc. is responsive.
3. The bid award to Municipal Maintenance Equipment, Inc. is hereby approved in the amount of $249,530.65.
4. This Resolution is effective immediately upon adoption.

* * * * * * * * * * *

ATTACHMENT 2

REQUEST FOR PROPOSAL

8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER

RFP # 201819-01

Federal Aid Project CMLNI-5157(105)

October 29, 2018

1. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted on the bid form included 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. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, City of Madera, Purchasing Department, 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: 8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER
RFP: 201819-01
Federal Aid Project: CMLNI-5157(105)
Filing Deadline: Tuesday, November 27, 2018 - 3:00 PM

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

B. The Bid Documents consist of this Request for Proposal and any addenda which may have been issued. Bidder shall thoroughly examine and be familiar with all Bid Documents. Submission of a bid shall constitute bidder's acknowledgment upon which the City may rely that bidder has thoroughly examined and is familiar with the Bid Documents. Failure or neglect of bidder to receive or examine all or part of the Bid Documents shall in no way relieve the bidder from any obligations with respect to this RFP or any resultant award. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the Bid Documents.

C. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are the basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all of any part of the bid proposal.

D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

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.

F. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status. The City also specifically encourages interested Disadvantaged Business Enterprises to apply.

G. 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.

H. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP.

I. An award will be made as soon as possible after the opening of bids. 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.

J. Contract shall be in the form of a City of Madera Purchase Order and attachments, including the Request for Proposal and response thereto which shall be a part thereof as though fully set forth therein. The Purchase Order will be very similar in content to Attachment A "Draft" Purchase Order which is provided for information purposes only and to help clarify City intent relevant to this RFP.

K. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

L. 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.

M. The City reserves the right to modify 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 Purchasing page of the City's website at http://www.cityofmadera.ca.gov/purchasing under Bid Announcement and Results.

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

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.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, November 19, 2018. Written questions or inquiries should be e-mailed, mailed or faxed to:

Rosa Hernandez
Procurement Services Manager
City of Madera City

Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

rhernandez@cityofmadera.com

FAX: (559) 661-0760

N. Letters of Objection: Any Proposer believing that any part of the RFP, including the specifications and/or the bidding and evaluation procedures, is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter ten (10) days prior to the scheduled filing deadline to City's Procurement Services Manager clearly stating the specific objection and the areas of concern to the Proposer and including a proposed method for resolution of such objections. Proposers are cautioned that any such objections not timely raised in the manner specified herein shall not be considered.

2. SPECIFICATIONS

INTENT:

It is the intent of these specifications to describe a conventional chassis which is sufficiently rated to transport a full load of sweeping debris at speeds up to 55 MPH. The chassis shall be equipped with dual steering and operator controls and an automatic transmission. All tires shall be the same size and have dual tires on each side of the rear axle (six-wheel configuration).

These specifications are intended to describe the type, size and quality of one (1) 8 Cubic Yard Clean Diesel Regenerative Air Sweeper which will best meet the needs of the City of Madera. Any bid received that does not contain a bid for diesel equipment will be rejected.

The unit shall be new of current manufacture. No prototype, demo, used, vacuum type, or mechanical type sweepers will be accepted.

All parts not specifically mentioned which are necessary to provide a complete street sweeper shall be included in the bid and shall conform in strength, quality of materials, and workmanship to what is normally provided to the trade in general.

The Owner reserves the right to consider "or equal" components that are substantially equal or better in every respect to that so indicated or specified in the sweeper specifications. Decisions of or equal or equivalency will be at the sole interpretation of the City of Madera.

TERMS:

All equipment furnished under this contract shall be new, unused, and the same as the

manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. The equipment furnished shall conform to all ANSI Safety Standards. Extra Heavy Duty (E.H.D.) as applied in this bid is interpreted to mean that the item to which it applies shall exceed the usual quality, capacity, strength and/or durability of standard productions items as required in street sweeper service.

The City reserves the right to reject any or all proposals or portions thereof. The right is also reserved to waive any minor irregularities ion the RFP. The City will Award to the lowest responsible Bidder whose proposal is the most advantageous to the City from the standpoint of suitability to purpose, quality, service, previous experience, price, date of delivery, and to accept the bid that is in the best interest of the City.

INFORMATION FOR BIDDERS:

All equipment must be PM-10 certified. All equipment must be legal to use on Federal and State Highways, must conform in all respects to the State of California Industrial Safety Orders, the Motor Vehicle Code, California Highway Patrol Regulations and must meet all Environmental Protection Agency Standards and Regulations.

Completed unit to be delivered to the City of Madera, City Yard, 1030 South Gateway Drive, Madera, California, 93637.

Prices quoted shall exclude all Federal Excise Tax.

Prices quoted shall include applicable State tax.

Bids must be submitted on the forms supplied by the City of Madera and include all applicable taxes and charges. It is required that the manufacturer's complete measurements and specifications be submitted and made a part of the bid.

Supplier shall keep records of parts used in the manufacture of the specified equipment and shall provide two copies to the City, of any improvement or modification that may improve the specified equipment.

Minimum requirements are detailed in these specifications. All dimensions, sizes, dates, and expressions of quality are minimum specifications, unless otherwise stated.

Bidders must indicate compliance for each item throughout the bid by writing "YES" or "NO". Failure to do so may be cause to reject the bid. All "NO" answers must be fully explained on the Exception to Specification Form and be attached to and submitted with bid. Failure to explain "NO" answers may be cause to reject bid.

SECTION A - CHASSIS

CHASSIS (2018 or newer Model Year Freightliner M2 (Dual) OR EQUAL):

Compliance

_____ 1. Chassis will be conventional design with a minimum 33,000 GVW rating. State chassis make, model and point of manufacture

_____ 2. Wheelbase shall not exceed 176 inches.

_____ 3. Cab to axle shall be not more than 106 inches.

_____ 4. For safety, the rear of the sweeper shall be equipped with a rear panel to provide under ride protection. When dumping debris, material shall not be discharged on top of the rear panel.

_____ 5. Two frame mounted front tow hooks shall be provided

_____ 6. One- (1) 25-gallon fuel tank shall be provided for single engine models. Dual engine models shall share one 50-gallon fuel tank. All tanks shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.

_____ 7. Diesel emissions shall be EPA 2018, with on-board diagnostics (OBD) and have a minimum capacity of 6 U.S. gallons diesel emissions fluid

CHASSIS ENGINE:

_____ 1. Truck engine shall be 2018 California Air Resources Board Emission Compliant, Cummins ISB 6.7-200 or equivalent, turbocharged diesel, 200 HP @ 2300 RPM, 520ft-lbs. @ 1600 RPM.

_____ 2. Truck engine shall be equipped with a single vertical exhaust system. Exhaust shall not extend above top of sweeper housing.

_____ 3. Engine shall be equipped with block heater.

_____ 4. Radiator fan shall be viscous drive type.

AUXILIARY ENGINE: (OPTIONAL)

_____ 1. If equipped, auxiliary engine to be mounted on sweeper for easy access and to minimize noise levels in cab during sweeping operation.

_____ 2. The sweeper power unit shall be a diesel fueled, water cooled, CARB tier 4 Final emissions certified, industrial engine. Engine output shall not be less than 275 lb./ft of torque, developing not less than 99 HP @ 2400 RPM.

_____ 3. If equipped, auxiliary engine shall incorporate a diesel fuel system that is B20

diesel compatible.

_____ 4. 12 volt ignition, electric starter and minimum 95 amp alternator with charge indicator gauge mounted on control console in cab.

_____ 5. Electric linear actuator/revolution limiter for power unit throttle control.

_____ 6. A suitable size work platform will be provided to allow safe access to auxiliary engine area if the auxiliary engine placement, chassis wheelbase, and sweeper configuration provides sufficient area to allow a work platform to be installed.

_____ 7. Access will be accomplished from the ground level by steel steps covered with anti-skid grating and proper size grab handle to insure maximum safe entry and exit from work platform.

_____ 8. Work platform, if installed, will have suitable safety rails to provide a safe work area.

TRANSMISSION, AXLES, WHEELS & BRAKES:

_____ 1. An Allison 2500 RDS series (or approved equal) automatic transmission shall be provided.

_____ 2. Sweeper shall include a rear axle having a gear ratio properly suited for engine/chassis configuration and capable of maintaining speeds appropriate for maximum sweeping efficiency.

_____ 3. Front axle shall be minimum 12,000 lb. and be equipped with taperleaf front suspension and shock absorbers.

_____ 4. The rear axle shall be 21,000 lb. or greater.

_____ 5. For safety, and to allow the emergency interchange of tires at a job site, the front and rear tires and rims shall be interchangeable.

_____ 6. Tires shall be tubeless radial tires 14 ply 11R 22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable.

_____ 7. Rims shall be 10 hole steel hub piloted 22.5 x 8.25

_____ 8. Parking brake shall be spring applied rear wheel drum and shoe.

_____ 9. Brakes shall be full air brakes S Cam with 18.7 CFM capacity compressor, with automatic slack adjusters and ABS.

_____ 10. Air system shall include a Bendix AD-9 air dryer with heater.

CAB:

_____ 1. Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98th percentile size operator.

_____ 2. Steering shall be full power with dual operator controls.

_____ 3. Seats shall be adjustable, high back, covered with cloth for air circulation and include 3 point seat belts. Seats shall be air ride on both sides.

_____ 4. Sweeper shall include two (2) heated and remote control, outside west coast type mirrors with lower 8 inch convex lens for easy viewing of the side broom during sweeping.

_____ 5. To maximize operator visibility of the curb and sweeping gear, a 12" outside RH and LH fender mirror shall be mounted forward of the front wheels.

_____ 6. For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light.

_____ 7. Switches shall be clearly identified by name and symbol.

_____ 8. Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.

_____ 9. Cab shall have full flow through ventilation for optimal temperature control and operator comfort.

_____ 10. Wipers shall have intermittent feature.

_____ 11. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console.

_____ 12. All glass shall be tinted safety glass.

_____ 13. Each operator position shall have adjustable sun visor.

_____ 14. Doors shall be equipped with keyed alike locks.

_____ 15. Door windows shall be roll up type.

_____ 16. Side windows shall have defogger.

_____ 17. Cab shall include two 12V power supplies

_____ 18. Radio shall be factory AM/FM with standard speakers.

_____ 19. Dual Electric horns shall be provided.

_____ 20. Adjustable tilt steering wheel

INSTRUMENTS:

_____ 1. Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.

_____ 2. Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.

_____ 3. Chassis engine instruments shall include warning light and chime for low coolant level, low oil level, and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs.

_____ 4. Console shall have left/right primary driver switch.

_____ 5. Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel.

_____ 6. Truck instruments shall include warning lights for battery.

_____ 7. All console switches including transmission controls and all gauges shall be illuminated.

_____ 8. Intake mounted air restriction indicator with graduations.

ELECTRICAL:

_____ 1. Batteries should be located in an enclosed accessible environment for long life and ease of service.

_____ 2. Chassis shall have two (2) maintenance free batteries rated at not less than 1850 CCA total, 12 volt.

_____ 3. Chassis engine shall have a 160 amp alternator

_____ 4. Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.

_____ 5. Chassis lighting shall include gutter broom spot light on each side, and two rear mounted work lights.

OTHER CAB ACCESSORIES:

_____ 1. Unit to include 17" Catwalk behind cab to facilitate access to auxiliary engine, if applicable.

SECTION B – SWEEPER MODULE:

SWEEPER GENERAL:

Compliance

_____ 1. Sweeper shall be new PM-10 certified regenerative air street sweeper.

_____ 2. The sweeper shall be equipped with a variable speed device (Single engine models only) approved at 560 ft-lb of input torque and 240 (179 kW) of input power. The variable speed device uses the chassis engine to power the chassis propulsion and the sweeper components.

_____ a. The variable speed device shall be located between the chassis engine and the transmission for maximum efficiency.

_____ b. The variable speed device shall be capable of directly driving hydraulic pumps without the use of auxiliary Power Take Off's (PTO's) or belt drive systems.

_____ c. The variable speed device shall be a planetary gearbox design; varies the input to output ratio. The system provides variable sweep speed operation through the chassis transmission and also directs engine powered PTO for the sweeper components.

_____ d. The variable speed device "speed" control pump shall operate directly off the chassis engine coupling in all modes - "Work Mode" or "Road Mode". This pump shall provide variable operating flow - managing the ratio of input to output - for the variable speed device. The system shall include an electronic control module which manages pump flow.

_____ e. The variable speed device shall operate directly off of the chassis engine coupling in all modes - "Work Mode" or "Road Mode". For the sweeper, the variable speed device PTO shall power a blower drive and sweeper pump through a conventional drive shaft.

_____ 3. To accommodate both easy access and sound attenuation, the front cowling shall be enclosed on both sides by two access doors, one on each side of the sweeper body. These doors provide access to serviceable items without tilting the hopper.

_____ 4. Front cowling and access doors shall use Quiet Pak™ acoustical insulation to sustain minimal ambient noise levels.

BLOWER:

_____ 1. Blower shall be hydraulically or belt driven. Hydraulically driven blowers shall be directly coupled to its motor to maximize efficiency. Minimum operating speed of the fan must be at least 3,300 RPM. Belt driven blowers shall be driven by a five (5) "V" groove power belt for maximum performance and simplicity of construction, with manual tension adjustment not requiring repositioning of the engine.

_____ 2. The blower housing shall be constructed of 10 gauge steel and lined with Linatex (or equal) for maximum extended wear in abrasive environments.

_____ 3. Blower housing shall have an inspection door for quick inspections without removing the blower housing or looking into the air exhaust opening.

_____ 4. Blower housing shall not be an integral part of the hopper. Replacement of the blower housing must be possible without any cutting and/or welding of the housing and or hopper.

_____ 5. The blower must not be directly exposed or open to the dust separator to preclude carry-over of material from the separator into the blower and blower housing.

_____ 6. The (optional) single-engine system, driven by the variable speed device, shall provide all horsepower for blower speed to effectively convey the bulk of material into the debris hopper; debris types such as but not limited to trash, sand, gravel, dirt, leaves and other organics.

_____ 7. Blower shall be a closed face turbine type, constructed of steel for optimal combination of hardness and abrasion resistance for maximum service life. An open-faced blower is not acceptable.

_____ 8. The blower shall be mounted and supported on both sides by heavy-duty greasable bearings. Greasing of the bearings must be possible from ground level, without tilting the hopper. Only greasable bearings are capable of tolerating the blower speeds required to produce simultaneous high air flow and high vacuum levels.

PICKUP HEAD:

_____ 1. The pickup head is a spring-supported, all steel fabricated pickup head with separated upper and lower chambers where pressurized air is blasted from the upper chamber through an elongated blast orifice, to the lower vacuum chamber.

_____ 2. The pickup head shall not be less than 90 inches wide and 30 inches long for a

total area of 2700 square inches.

_____ 3. The pickup head shall have a minimum of 14 inch diameter pressure hose that connects the blower outlet with the pickup head.

_____ 4. The pickup head shall have a minimum 12 3/4 inch diameter suction hose with a quick disconnect coupling at the lower end near the pickup head. The quick disconnect enables the operator to inspect the suction hose as well as the inlet area of the pickup head without tilting the hopper.

_____ 5. The pressure side shall be equipped with a pressure relief valve/vacuum enhancer/leaf bleeder, for optimum leaf and light debris sweeping.

_____ 6. The front and rear debris curtains shall be removable without removing the pickup head from the unit.

_____ 7. Sweeping paths: Pickup head only = 90 inches
One side broom and pickup head = 117 inches
Two side brooms and pickup head = 144 inches

_____ 8. The pickup head shall be equipped with side mounted adjustable steel runners with carbide inserts with a minimum width of 1 1/8 inches for long life

_____ 9. The pickup head shall be raised and lowered hydraulically by a rocker switch on the control panel inside the cab.

BROOMS:

_____ 1. The right and left side broom shall be a free floating trailing arm design intended to prevent damage when sweeping and encountering a fixed obstacle.

_____ 2. The side brooms shall be 42-inch diameter minimum, with hydraulically driven rotation.

_____ 3. Brooms shall be pneumatically or hydraulically raised, lowered and suspended.

_____ 4. Adjustable down pressure shall be controlled by the operator from the cab in order to maintain proper surface contact consistently during vertical broom travel.

_____ 5. The broom hydraulic motor drive shall provide not less than 6045 in-lbs. of torque for superior digging power and speed.

_____ 6. The side broom assemblies shall have greasable pivot pins.

_____ 7. The side broom assemblies shall be held in the storage position by a positive means to support broom during travel.

_____ 8. Each side broom shall be controlled from in the cab by rocker switches.

_____ 9. When extended, brooms shall not exceed 60 inches from center of **FRONT** hub to center of broom head as measured along a line between the front and rear hubs oriented perpendicular to the front and rear axles.
Note: No exception to specification will be accepted for this item.

HOPPER:

_____ 1. Volumetric capacity shall be approximately 8 cubic yards class hopper.

_____ 2. Hopper shall be constructed of 10 gauge steel sides, and ¼ in. steel floor.

_____ 3. The hopper floor angle when dumping shall be a minimum of 50°. Dumping shall be accomplished by tilting the hopper. Dump cylinder must have capacity to tilt and dump with full hopper.

_____ 4. The hopper floor angle shall be a minimum of 10 ° to assist in easy dump off of debris.

_____ 5. The hopper shall have an external hopper prop. No exception to this feature shall be accepted.

_____ 6. The hopper rear door shall be hinged at the top and opened by means of a hydraulic cylinder. The hopper door shall open first prior to tilting the hopper. The hopper rear door should open at a minimum angle of 90 ° and be perpendicular to the hopper opening for maximum dumping action.

_____ 7. Hydraulic cylinder movement shall be controlled by two hydraulic valve levers located on the right-hand side of the hopper to view discharging of debris out of the hopper during dumping for maximum safety.

_____ 8. The rear hopper door shall have an external door prop. No exception to this feature shall be accepted.

_____ 9. The hopper rear door shall include an automatic lock mechanism for a tight fit and optimal sealing between the hopper and the rear door.

_____ 10. The rear door seal shall be a water resistant heavy-duty reinforced D style rubber seal for optimal sealing. Foam seals that can absorb moisture and freeze are not acceptable.

_____ 11. Two 34½" x 43½" screens, for a total screen area 3000 square inches, of not less than 11 gauge steel shall be installed to allow air to move freely from the hopper into the centrifugal dust separator. The hopper screens shall be hinged and easily lowered for cleaning and inspection without tools or pin's removal.

DUST SEPERATOR:

_____ 1. Dirt separation from the air stream shall be accomplished by means of a Labyrinth style dust separator that is installed at the air outlet of the hopper. The separator shall be designed so that it will not plug with debris.

_____ 2. To allow inspection and cleaning of the separator interior, the dust separator shall have minimum of two hinged inspection doors. Both doors are self-opening when tilting the hopper.

_____ 3. To allow automatic discharge of debris when tilting the hopper, the dust separator shall have a self-opening door made of abrasion resistant steel. Cable or other manual/mechanical means required for discharging the separator are not allowed.

SPRAY WATER SYSTEM:

_____ 1. The water tank shall be a removable, 240 gal. total capacity. Constructed of rust-proof polyethylene.

_____ 2. A 16 ft. 8 inch fill hose with NST coupling with strainer shall be supplied.

_____ 3. A water level gauge shall be provided on the control console within the cab.

_____ 4. All water lines shall be color coded for easy identification.

_____ 5. The water filter must be accessible and cleanable from ground level without tilting the hopper. A ball valve must be provided at the filter inlet to allow cleaning of the filter without the loss of water from the water tank.

_____ 6. All water piping shall be external to the operator cab. No water lines capable of leaking or bursting shall be within the cab.

_____ 7. Three (3) water spray nozzles are located at each side broom for optimal dust control. A pivoting bracket is provided to allow for optimum positioning of the side broom spray nozzles.

_____ 8. Seven (7) easily removable water spray nozzles are located inside the pickup head. Water spray nozzles that spray only on the outside of the pickup head are not acceptable.

_____ 9. Three (3) removable water spray nozzles are located at the lower portion of the suction hose for lubrication of the suction hose and to further enhance dust control.

_____ 10. Two electric 12 volt, diaphragm type pumps will provide a capacity for 8 GPM @ 40PSI to the pickup head, the suction hose and the side brooms.

_____ a. One water pump is dedicated to supplying water to the pickup head and the suction hose for dust control.

_____ b. One water pump is dedicated to the side brooms for dust control.

_____ 11. Each water pump must have two flow rates, selectable by the operator from within the cab and capable of running dry without damage.

HYDRAULIC SYSTEM:

_____ 1. Hydraulic pump shall be a gear driven, gear style pump for maintenance free operation, having a minimum flow capacity of 22.5 GPM @ 3400 RPM. This shall be used for the sweeper brooms, hopper dump, and pickup head raise/lower system.

_____ 2. Reservoir capacity shall be not less than 23 gallons and have an exterior sight gauge. The reservoir must be located for quick inspections without tilting the hopper.

_____ 3. All hydraulic circuits shall have quick disconnect pressure check ports for ease of maintenance.

_____ 4. Hydraulic oil cooler shall be standard to provide adequate cooling with fresh air intake and accessible without raising the hopper. The hydraulic system shall operate below 200°F.

_____ 5. To minimize the hazards of potential leakage, all high pressure fittings shall be O-Ring Face Seal (ORFS) type.

_____ 6. Hydraulic system shall have 10 micron spin on filter.

PNEUMATIC SYSTEM:

_____ 1. There shall be a PR4 protector type pressure protector for the chassis air system

_____ 2. A separate air tank for the sweeper air components shall be provided.

_____ 3. All pneumatic cylinders shall be interchangeable.

_____ 4. Each cylinder shall be controlled by a single, two position, solenoid valve mounted on a manifold with common input and exhaust.

_____ 5. There shall be a filter with a polycarbonate bowl to filter out contaminants down to 5 microns to prevent contamination in the air system.

ELECTRICAL SYSTEM:

_____ 1. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.

_____ 2. Sweeper shall have a top beacon, four corner strobes, and a Whelen Model TACF85 traffic advisor with control head.

_____ 3. Sweeper lighting shall include rear identification lights and rear clearance lights.

_____ 4. Sweeper warning lights shall include hopper up, hopper door open and hopper full load.

_____ 5. Sweeper wiring harnesses shall be color-coded and "function stamped" with appropriate circuit name every four inches, i.e. "Ignition", "Side Broom" on each wire.

_____ 6. All electrical circuits must be protected by automotive style blade fuses.

_____ 7. All lights should be LED style.

CONTROLS:

_____ 1. All sweeper controls shall be mounted on a stationary central console that allows for use and visibility from either right or left positions.

_____ 2. The controls shall include sweep, spray water and lighting functions.

_____ 3. The controls for sweeping, spray water, and lighting functions shall be rocker switches.

_____ 4. Controls for sweep system shall include sweep/resume feature; allowing the automatic raise of side brooms and pickup head when chassis transmission gear selector is put into reverse, or with push of one button in cab.

INSTRUMENTS:

_____ 1. If applicable, sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine, visible from both operator positions.

_____ 2. Sweeper engine instruments shall include an auxiliary engine air intake restriction gauge for ease of maintenance.

_____ 3. Sweeper instruments shall include diagnostic information for the sweeper engine and sweeper functional information to include water level, sweeping mode and

transport mode.

_____ 4. Sweeper instruments shall include a "raised" hopper indicator, an "open" hopper door indicator and a "full" hopper indicator to notify the operator.

PAINT:

_____ 1. All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick.

_____ 2. Exterior color of cab and sweeper shall be factory white and the interior grey.

_____ 3. Vehicle shall have an accent color of Grey or Black on the components and lower portions of the unit.

MANUALS:

_____ 1. Two (2) copies of the operation manual shall be provided.

_____ 2. A parts manual shall be provided (chassis, packer, hydraulic, electric systems).

_____ 3. Maintenance manual, preferably in CDROM format if available.

_____ 4. Two (2) copies of the lubrication chart.

WARRANTY:

_____ 1. Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.

_____ 2. Manufacturer's warranty shall be not less than three (3) years on chassis engine, including all parts and labor.

_____ 3. Manufacturer's warranty shall be not less than lifetime protection against rust-through of the water tank.

_____ 4. Documentation of all Warranty & Extended Warranties offered

SERVICE AND TRAINING:

_____ 1. Vendors shall have a full parts and service facility within a reasonable distance from the City of Madera. State location and distance.

_____ 2. A qualified technician shall provide complete training to City of Madera personnel at the City of Madera Public Works yard. Training shall include safety, operation,

maintenance and service.

DELIVERY:

_____ 1. Sweeper shall be delivered F.O.B. City of Madera in operating condition.

_____ 2. Acceptance shall be subject to the inspection and approval by the City.

QUALITY:

_____ 1. Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.

OPTIONAL ITEMS:

The City of Madera may choose, at its sole discretion, to add any or all of the optional items to this purchase. Bidder shall state the amount to be added to the Bidder's Proposal, should each item be selected.

Cost

$_____ 1. Life Liner – hopper liner guaranteed for life of machine.

$_____ 2. Front spray bar

$_____ 3. Backup Camera

$_____ 4. Auxiliary hydraulic pump

3. EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that equipment proposed will meet all requirements will **not** be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the sweeper manufacturer's brochures must have written chassis manufacturer approval and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

4. FORM OF BIDS

A. Purchase price shall include all costs, options and delivery or freight charges. In addition to the bid page included in this RFP, proposer shall attach a detailed breakdown of costs.

B. Price should not include any Federal Excise Taxes, if they can be identified. An exemption certificate will be provided, if necessary.

DELIVERY: Prior to delivery, merchandise shall be inspected by the dealer.

Approximate Delivery Date: _____

TITLE SHALL PASS AT POINT OF DELIVERY. FOR ITEMS DELIVERED TO CITY OF MADERA, SALES TAX IS 8.25%.

5. NOTICE TO CONTRACTOR OF SPECIAL PROVISIONS

Energy Conservation Requirements

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
4. The certification in this clause is a material representation of fact relied upon by **City of Madera**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Madera**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **0 %.** A separate contract goal **has not** been established for this procurement.

Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Project Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Vendor mails or otherwise furnishes a written appeal to the Project Manager. In connection with any such appeal, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Project Manager shall be binding upon the Vendor and the Vendor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by City, Vendor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Vendor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract and incorporated documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Vendor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

* * * * * * * * * * * * * *

CITY OF MADERA
BID PROPOSAL
8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER
RFP #201819-01
Federal Aid Project CMLNI-5157(105)

Bidder hereby proposes to deliver to the City of Madera, 1030 South Gateway Drive, Madera, California, new equipment in accordance with the published specifications for the following prices.

MANUFACTURER_____MODEL_____

Purchase Price		$_____
	Subtotal	$_____
	Applicable Taxes	$_____
	TOTAL PURCHASE PRICE	$_____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

_____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

CITY OF MADERA
BID PROPOSAL AUTHORIZATION
8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER
RFP #201819-01
FEDERAL AID PROJECT CMLNI-5157(105)

DATE _____

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EXCEPTION TO SPECIFICATION

Bidder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Bidder takes specific exception to one or more of the conditions on this form.

Bidders are cautioned that by taking an exception they may be materially deviating from the RFP specification. If a Bidder materially deviates from the RFP specification, their proposal may be rejected. A material deviation is an exception to a specification which 1. affords the Bidder taking the exception a competitive advantage over other Bidders, or 2. Gives the City something significantly different than the City requested.

Bidder Name:	
Specification Description	Explanation of Exception

By signing this form, I acknowledge that the above named Bidder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as exceptions above.

Signature _____ Title _____ Date _____

ADDENDUM NO. 1

RFP #201819-01
Clean Diesel Regenerative Air Sweeper

Dated: 11/20/18

Rosa Hernandez

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

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

Title of RFP – Replace "8 Cubic Yard Clean Diesel Regenerative Air Sweeper" to "Diesel Regenerative Air Sweeper". Note that all references in the RFP to the previous title will adhere to the new title as amended in this Addendum.

Submission deadline has been extended from November 27, 2018 to December 11, 2018.

Deadline for Questions and suggestions has been extended from November 19, 2018 to December 3, 2018.

Section 1.O added to Section 1. INSTRUCTIONS AND CONDITIONS as follows:

O. An award under this RFP will not be based solely on the lowest price. Proposals will be evaluated by a committee and each proposer will be scored on a point system. If an award is made, it will go to the bidder with the highest score.

Each proposer will be scored on the following point system, with a maximum of 100 points.

Price	45 points
Delivery Date	20 points
Conformity to Specification	35 points

Section 2. A & B in it's entirety to be replaced with the following updated Specifications:

SECTION A - CHASSIS

CHASSIS 2018 or newer Model Year.

Compliance

_____ 1. Chassis will be conventional design with a minimum 33,000 GVW rating. State chassis make, model and point of manufacture

_____ 2. Chassis wheel base shall be configured to provide sufficient turning radius to allow efficient sweeping access to cul-de-sacs, turn lane nose-outs and other curved curbed areas. Manufacturer may be required to demonstrate turning radius capabilities.

_____ 3. For safety, the rear of the sweeper shall be equipped with a rear panel to provide under ride protection. When dumping debris, material shall not be discharged on top of the rear panel.

_____ 4. Two frame mounted front tow hooks shall be provided

_____ 5. Unit to have the capacity to carry 50 gallons of onboard diesel fuel in one or two tank configurations. All tanks shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.

_____ 6. Diesel emissions shall be EPA 2018, with on-board diagnostics (OBD) and have a minimum capacity of 3 U.S. gallons diesel emissions fluid

CHASSIS ENGINE:

_____ 1. Truck engine shall be 2018 California Air Resources Board Emission Compliant, turbocharged diesel, approximately 200 HP @ 2300 RPM, 520ft-lbs. @ 1600 RPM.

_____ 2. Truck engine shall be equipped with a single vertical or horizontal exhaust system. Exhaust shall not extend above top or sides of sweeper housing.

_____ 3. Engine shall be equipped with block heater.

_____ 4. Radiator fan shall be viscous drive type.

AUXILIARY ENGINE: (OPTIONAL)

_____ 1. If equipped, auxiliary engine to be mounted on sweeper for easy access and to minimize noise levels in cab during sweeping operation.

_____ 2. The sweeper power unit shall be a diesel fueled, water cooled, CARB tier 4 Final emissions certified, industrial engine.

_____ 3. If equipped, auxiliary engine shall incorporate a diesel fuel system that is B20 diesel compatible.

_____ 4. 12-volt ignition, electric starter and minimum 90 amp alternator with charge indicator gauge mounted on control console in cab.

_____ 5. Electric linear actuator/revolution limiter for power unit throttle control.

_____ 6. A suitable size work platform will be provided to allow safe access to auxiliary engine area if the auxiliary engine placement, chassis wheelbase, and sweeper configuration provides sufficient area to allow a work platform to be installed.

_____ 7. Access will be accomplished from the ground level by steel steps covered with anti-skid grating and proper size grab handle to insure maximum safe entry and exit from work platform.

_____ 8. Work platform, if installed, will have suitable safety rails to provide a safe work area.

TRANSMISSION, AXLES, WHEELS & BRAKES:

_____ 1. An automatic transmission shall be provided. Transmission to be fitted with an external spin-on type filter

_____ 2. Sweeper shall include a rear axle having a gear ratio properly suited for engine/chassis configuration and capable of maintaining speeds appropriate for maximum sweeping efficiency.

_____ 3. Front axle shall be minimum 12,000 lb. and be equipped with taperleaf front suspension and shock absorbers.

_____ 4. The rear axle shall be 21,000 lb. or greater.

_____ 5. For safety, and to allow the emergency interchange of tires at a job site, the front and rear tires and rims shall be interchangeable.

_____ 6. Tires shall be tubeless radial tires 14 ply 11R 22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be

acceptable.

_____ 7. Rims shall be 10-hole steel hub piloted 22.5 x 8.25

_____ 8. Parking brake shall be spring applied rear wheel drum and shoe.

_____ 9. Brakes shall be full air brakes S Cam with 18.7 CFM capacity compressor, with automatic slack adjusters and ABS.

_____ 10. Air system shall include an air dryer with heater.

CAB:

_____ 1. Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98th percentile size operator.

_____ 2. Steering shall be full power with dual operator controls.

_____ 3. Seats shall be adjustable, high back, covered with cloth for air circulation and include 3 point seat belts. Seats shall be air ride on both sides.

_____ 4. Sweeper shall include two (2) remote control, outside west coast type mirrors with lower 8-inch convex lens for easy viewing of the side broom during sweeping.

_____ 5. To maximize operator visibility of the curb and sweeping gear, a 12" outside RH and LH fender mirror shall be mounted forward of the front wheels.

_____ 6. For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light.

_____ 7. Switches shall be clearly identified by name and symbol.

_____ 8. Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.

_____ 9. Cab shall have full flow through ventilation for optimal temperature control and operator comfort.

_____ 10. Wipers shall have intermittent feature.

_____ 11. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console.

_____ 12. All glass shall be tinted safety glass.

_____ 13. Each operator position shall have adjustable sun visor.

_____ 14. Doors shall be equipped with keyed alike locks.

_____ 15. Door windows shall be roll up type.

_____ 16. Side windows shall have defogger.

_____ 17. Cab shall include two 12V power supplies

_____ 18. Radio shall be factory AM/FM with standard speakers.

_____ 19. Dual Electric horns shall be provided.

_____ 20. Adjustable tilt steering wheel

INSTRUMENTS:

_____ 1. Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.

_____ 2. Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.

_____ 3. Chassis engine instruments shall include warning light and chime for low coolant level, low oil level, and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs.

_____ 4. Console shall have left/right primary driver switch.

_____ 5. Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel.

_____ 6. Truck instruments shall include warning lights for battery.

_____ 7. All console switches including transmission controls and all gauges shall be illuminated.

_____ 8. Intake mounted air restriction indicator with graduations.

ELECTRICAL:

_____ 1. Batteries should be located in an enclosed accessible environment for long life and ease of service.

_____ 2. Chassis shall have maintenance free batteries rated at not less than 1850 CCA total, 12-volt.

_____ 3. Chassis engine shall have a minimum 160 amp alternator

_____ 4. Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.

_____ 5. Chassis lighting shall include gutter broom spot light on each side, and two rear mounted work lights.

OTHER CAB ACCESSORIES:

_____ 1. Unit to include 17" Catwalk behind cab to facilitate access to auxiliary engine, if applicable.

SECTION B – SWEEPER MODULE:

SWEEPER GENERAL:

Compliance

_____ 1. Sweeper shall be new PM-10 certified regenerative air street sweeper.

_____ 2. The sweeper shall be equipped with a variable speed device (Single engine models only). The variable speed device uses the chassis engine to power the chassis propulsion and the sweeper components.

_____ a. The variable speed device shall be located between the chassis engine and the transmission for maximum efficiency.

_____ b. The variable speed device shall be capable of directly driving hydraulic pumps without the use of auxiliary Power Take Off's (PTO's) or belt drive systems.

_____ c. The variable speed device shall be a planetary gearbox design; varies the input to output ratio. The system provides variable sweep speed operation through the chassis transmission and

also directs engine powered PTO for the sweeper components.

_____ d. The variable speed device "speed" control pump shall operate directly off the chassis engine coupling in all modes - "Work Mode" or "Road Mode". This pump shall provide variable operating flow - managing the ratio of input to output - for the variable speed device. The system shall include an electronic control module which manages pump flow.

_____ e. The variable speed device shall operate directly off of the chassis engine coupling in all modes - "Work Mode" or "Road Mode". For the sweeper, the variable speed device PTO shall power a blower drive and sweeper pump through a conventional drive shaft.

_____ 3. To accommodate both easy access and sound attenuation, the front cowling shall be enclosed on both sides by two access doors, one on each side of the sweeper body. These doors provide access to serviceable items without tilting the hopper.

_____ 4. Front cowling and access doors shall use acoustical insulation to sustain minimal ambient noise levels.

BLOWER:

_____ 1. Blower shall be hydraulically or belt driven. Hydraulically driven blowers shall be directly coupled to its motor to maximize efficiency. Minimum operating speed of the fan must be at least 3,300 RPM. Belt driven blowers shall be driven by a "V" groove power belt for maximum performance and simplicity of construction, with manual tension adjustment not requiring repositioning of the engine.

_____ 2. The blower housing shall be constructed of 10-gauge steel and lined for maximum extended wear in abrasive environments.

_____ 3. Blower housing shall have an inspection door for quick inspections without removing the blower housing or looking into the air exhaust opening.

_____ 4. Blower housing shall not be an integral part of the hopper. Replacement of the blower housing must be possible without any cutting and/or welding of the housing and or hopper.

_____ 5. The blower must not be directly exposed or open to the dust separator to preclude carry-over of material from the separator into the blower and

blower housing.

_____ 6. The (optional) single-engine system, driven by the variable speed device, shall provide all horsepower for blower speed to effectively convey the bulk of material into the debris hopper; debris types such as but not limited to trash, sand, gravel, dirt, leaves and other organics.

_____ 7. Blower shall be a closed face turbine type, constructed of steel for optimal combination of hardness and abrasion resistance for maximum service life. An open-faced blower is not acceptable.

_____ 8. The blower shall be mounted and supported on both sides by heavy-duty greaseable bearings. Greasing of the bearings must be possible from ground level, without tilting the hopper. Only greaseable bearings are capable of tolerating the blower speeds required to produce simultaneous high air flow and high vacuum levels.

PICKUP HEAD:

_____ 1. The pickup head is a spring-supported, all steel fabricated pickup head with separated upper and lower chambers where pressurized air is blasted from the upper chamber through an elongated blast orifice, to the lower vacuum chamber.

_____ 2. The pickup head shall not be less than 90 inches wide and 30 inches long for a total area of 2700 square inches.

_____ 3. The pickup head shall have a minimum of 14-inch diameter pressure hose that connects the blower outlet with the pickup head.

_____ 4. The pickup head shall have a minimum 12 3/4 inch diameter suction hose with a quick disconnect coupling at the lower end near the pickup head. The quick disconnect enables the operator to inspect the suction hose as well as the inlet area of the pickup head without tilting the hopper.

_____ 5. The pressure side shall be equipped with a pressure relief valve/vacuum enhancer/leaf bleeder, for optimum leaf and light debris sweeping.

_____ 6. The front and rear debris curtains shall be removable without removing the pickup head from the unit.

_____ 7. Minimum sweeping paths:

Pickup head only = 87 inches

One side broom and pickup head = 117 inches

Two side brooms and pickup head = 144 inches

_____ 8. The pickup head shall be equipped with side mounted adjustable steel runners with carbide inserts with a minimum width of 1 1/8 inches for long life

_____ 9. The pickup head shall be raised and lowered hydraulically by a rocker switch on the control panel inside the cab.

BROOMS:

_____ 1. The right and left side broom shall be a free floating trailing arm design intended to prevent damage when sweeping and encountering a fixed obstacle.

_____ 2. The side brooms shall be 42-inch diameter minimum, with hydraulically driven rotation.

_____ 3. Brooms shall be pneumatically or hydraulically raised, lowered and suspended.

_____ 4. Adjustable, tilt, and down pressure shall be controlled by the operator from the cab in order to maintain proper surface contact consistently during vertical broom travel.

_____ 5. The broom hydraulic motor drive shall provide not less than 6045 in-lbs. of torque for superior digging power and speed.

_____ 6. The side broom assemblies shall have greaseable pivot pins.

_____ 7. The side broom assemblies shall be held in the storage position by a positive means to support broom during travel.

_____ 8. Each side broom shall be controlled from in the cab by rocker switches.

_____ 9. When extended, brooms shall not exceed 60 inches from center of **FRONT** hub to center of broom head as measured along a line between the front and rear hubs oriented perpendicular to the front and rear axles. If compliance with this specification item is not achievable, manufacturer may be required to demonstrate units turning radius.

HOPPER:

_____ 1. Volumetric capacity shall be at minimum 7.3 cubic yards class hopper.

_____ 2. Hopper shall be constructed of 10-gauge steel sides, and ¼ in. steel floor.

_____ 3. The hopper floor angle when dumping shall be a minimum of 50°. Dumping shall be accomplished by tilting the hopper. Dump cylinder must have capacity to tilt and dump with full hopper.

_____ 4. The hopper floor angle shall be a minimum of 10 ° to assist in easy dump-off of debris.

_____ 5. The hopper shall have an external hopper prop. No exception to this feature shall be accepted.

_____ 6. The hopper rear door shall be hinged at the top and opened by means of a hydraulic cylinder. The hopper door shall open first prior to tilting the hopper. The hopper rear door should open at a minimum angle of 90 ° and be perpendicular to the hopper opening for maximum dumping action.

_____ 7. Hydraulic cylinder movement shall be controlled by two hydraulic valve levers located on the right-hand side of the hopper to view discharging of debris out of the hopper during dumping for maximum safety.

_____ 8. The rear hopper door shall have an external door prop. No exception to this feature shall be accepted.

_____ 9. The hopper rear door shall include an automatic lock mechanism for a tight fit and optimal sealing between the hopper and the rear door.

_____ 10. The rear door seal shall be a water resistant heavy-duty reinforced D style rubber seal for optimal sealing. Foam seals that can absorb moisture and freeze are not acceptable.

_____ 11. Screens of not less than 11- gauge steel shall be installed to allow air to move freely from the hopper into the centrifugal dust separator. The hopper screens shall be hinged and easily lowered for cleaning and inspection without tools or pin's removal.

DUST SEPERATOR:

_____ 1. Dirt separation from the air stream shall be accomplished by means of a Labyrinth style dust separator that is installed at the air outlet of the hopper. The separator shall be designed so that it will not plug with debris.

_____ 2. To allow inspection and cleaning of the separator interior, the dust separator shall have minimum of two hinged inspection doors. Both doors are self-opening when tilting the hopper.

_____ 3. To allow automatic discharge of debris when tilting the hopper, the dust separator shall have a self-opening door made of abrasion resistant steel. Cable or other manual/mechanical means required for discharging the separator are not allowed.

SPRAY WATER SYSTEM:

_____ 1. The water tank shall be a removable, 240 gal. total capacity. Constructed of rust-proof polyethylene.

_____ 2. A minimum 16 ft. fill hose with NST coupling with strainer shall be supplied.

_____ 3. A water level gauge shall be provided on the control console within the cab.

_____ 4. All water lines shall be color coded for easy identification.

_____ 5. The water filter must be accessible and cleanable from ground level without tilting the hopper. A ball valve must be provided at the filter inlet to allow cleaning of the filter without the loss of water from the water tank.

_____ 6. All water piping shall be external to the operator cab. No water lines capable of leaking or bursting shall be within the cab.

_____ 7. Three (3) water spray nozzles are located at each side broom for optimal dust control. A pivoting bracket is provided to allow for optimum positioning of the side broom spray nozzles.

_____ 8. Seven (7) easily removable water spray nozzles are located inside the pickup head. Water spray nozzles that spray only on the outside of the pickup head are not acceptable.

_____ 9. Three (3) removable water spray nozzles are located at the lower portion of the suction hose for lubrication of the suction hose and to further enhance dust control.

_____ 10. Electric 12-volt, diaphragm type pumps will provide a capacity for 8 GPM @ 40PSI to the pickup head, the suction hose and the side brooms.

_____ a. One water pump is dedicated to supplying water to the pickup

head and the suction hose for dust control.

_____ b. One water pump is dedicated to the side brooms for dust control.

_____ 11. Each water pump must have two flow rates, selectable by the operator from within the cab and capable of running dry without damage.

HYDRAULIC SYSTEM:

_____ 1. Hydraulic pump shall be a gear driven, gear style pump for maintenance free operation, having a minimum flow capacity of 22.5 GPM @ 3400 RPM. This shall be used for the sweeper brooms, hopper dump, and pickup head raise/lower system.

_____ 2. Reservoir capacity shall be not less than 20 gallons and have an exterior sight gauge. The reservoir must be located for quick inspections without tilting the hopper.

_____ 3. All hydraulic circuits shall have quick disconnect pressure check ports for ease of maintenance.

_____ 4. Hydraulic oil cooler shall be standard to provide adequate cooling with fresh air intake and accessible without raising the hopper. The hydraulic system shall operate below 200°F.

_____ 5. To minimize the hazards of potential leakage, all high-pressure fittings shall be O-Ring Face Seal (ORFS) type.

_____ 6. Hydraulic system shall have 10-micron spin on filter.

PNEUMATIC SYSTEM:

_____ 1. There shall be a PR4 protector type pressure protector for the chassis air system

_____ 2. A separate air tank for the sweeper air components shall be provided.

_____ 3. All pneumatic cylinders shall be interchangeable.

_____ 4. Each cylinder shall be controlled by a single, two position, solenoid valve mounted on a manifold with common input and exhaust.

_____ 5. There shall be a filter with a polycarbonate bowl to filter out contaminants down to 5 microns to prevent contamination in the air system.

ELECTRICAL SYSTEM:

_____ 1. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.

_____ 2. Sweeper shall have a top beacon, four corner strobes, traffic advisor with control head.

_____ 3. Sweeper lighting shall include rear identification lights and rear clearance lights.

_____ 4. Sweeper warning lights shall include hopper up, hopper door open and hopper full load.

_____ 5. Sweeper wiring harnesses shall be color-coded and "function stamped" with appropriate circuit name every four inches, i.e. "Ignition", "Side Broom" on each wire.

_____ 6. All electrical circuits must be protected by automotive style blade fuses.

_____ 7. All lights should be LED style.

CONTROLS:

_____ 1. All sweeper controls shall be mounted on a stationary central console that allows for use and visibility from either right or left positions.

_____ 2. The controls shall include sweep, spray water and lighting functions.

_____ 3. The controls for sweeping, spray water, and lighting functions shall be rocker switches.

_____ 4. Controls for sweep system shall include sweep/resume feature; allowing the automatic raise of side brooms and pickup head when chassis transmission gear selector is put into reverse, or with push of one button in cab.

INSTRUMENTS:

_____ 1. If applicable, sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine, visible from both operator positions.

_____ 2. Sweeper engine instruments shall include an auxiliary engine air intake restriction gauge for ease of maintenance.

_____ 3. Sweeper instruments shall include diagnostic information for the sweeper engine and sweeper functional information to include water level, sweeping mode and transport mode.

_____ 4. Sweeper instruments shall include a "raised" hopper indicator, an "open" hopper door indicator and a "full" hopper indicator to notify the operator.

PAINT:

_____ 1. All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick.

_____ 2. Exterior color of cab and sweeper shall be factory white and the interior grey.

_____ 3. Vehicle shall have an accent color of Grey or Black on the components and lower portions of the unit.

MANUALS:

_____ 1. Two (2) copies of the operation manual shall be provided.

_____ 2. A parts manual shall be provided (chassis, packer, hydraulic, electric systems).

_____ 3. Maintenance manual, preferably in CDROM format if available.

_____ 4. Two (2) copies of the lubrication chart.

WARRANTY:

_____ 1. Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.

_____ 2. Manufacturer's warranty shall be not less than three (3) years on chassis engine, including all parts and labor.

_____ 3. Manufacturer's warranty shall be not less than lifetime protection against rust-through of the water tank.

_____ 4. Documentation of all Warranty & Extended Warranties offered

SERVICE AND TRAINING:

_____ 1. Vendors shall have a full parts and service facility within a reasonable distance from the City of Madera. State location and distance.

_____ 2. A qualified technician shall provide complete training to City of Madera personnel at the City of Madera Public Works yard. Training shall include safety, operation, maintenance and service.

DELIVERY:

_____ 1. Sweeper shall be delivered F.O.B. City of Madera in operating condition.

_____ 2. Acceptance shall be subject to the inspection and approval by the City.

QUALITY:

_____ 1. Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.

OPTIONAL ITEMS:

The City of Madera may choose, at its sole discretion, to add any or all of the optional items to this purchase. Bidder shall state the amount to be added to the Bidder's Proposal, should each item be selected.

Cost

$_____ 1. Life Liner – hopper liner guaranteed for life of machine.

$_____ 2. Front spray bar

$_____ 3. Backup Camera

$_____ 4. Auxiliary hydraulic pump

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

End of Addendum No. 1.

ATTACHMENT 3

REQUEST FOR PROPOSAL

8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER

RFP # 201819-01

Federal Aid Project CMLNI-5157(105)

October 29, 2018

1. INSTRUCTIONS AND CONDITIONS

A. No bid proposal will be considered for award unless submitted on the bid form included 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. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

Each bid proposal, consisting of the original and copies as directed above, must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, City of Madera, Purchasing Department, 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: 8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER
RFP: 201819-01
Federal Aid Project: CMLNI-5157(105)
Filing Deadline: Tuesday, November 27, 2018 - 3:00 PM

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

B. The Bid Documents consist of this Request for Proposal and any addenda which may have been issued. Bidder shall thoroughly examine and be familiar with all Bid Documents. Submission of a bid shall constitute bidder's acknowledgment upon which the City may rely that bidder has thoroughly examined and is familiar with the Bid Documents. Failure or neglect of bidder to receive or examine all or part of the Bid Documents shall in no way relieve the bidder from any obligations with respect to this RFP or any resultant award. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the Bid Documents.

C. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are the basis for evaluation and will be part of any agreement with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all of any part of the bid proposal.

D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.

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.

F. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status. The City also specifically encourages interested Disadvantaged Business Enterprises to apply.

G. 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.

H. Issuance of the RFP and receipt of proposals does not commit the City to make an award. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP.

I. An award will be made as soon as possible after the opening of bids. 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.

J. Contract shall be in the form of a City of Madera Purchase Order and attachments, including the Request for Proposal and response thereto which shall be a part thereof as though fully set forth therein. The Purchase Order will be very similar in content to Attachment A "Draft" Purchase Order which is provided for information purposes only and to help clarify City intent relevant to this RFP.

K. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

L. 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.

M. The City reserves the right to modify 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 Purchasing page of the City's website at http://www.cityofmadera.ca.gov/purchasing under Bid Announcement and Results.

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

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.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, November 19, 2018. Written questions or inquiries should be e-mailed, mailed or faxed to:

Rosa Hernandez
Procurement Services Manager
City of Madera City

Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

rhernandez@cityofmadera.com

FAX: (559) 661-0760

N. Letters of Objection: Any Proposer believing that any part of the RFP, including the specifications and/or the bidding and evaluation procedures, is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter ten (10) days prior to the scheduled filing deadline to City's Procurement Services Manager clearly stating the specific objection and the areas of concern to the Proposer and including a proposed method for resolution of such objections. Proposers are cautioned that any such objections not timely raised in the manner specified herein shall not be considered.

2. SPECIFICATIONS

INTENT:

It is the intent of these specifications to describe a conventional chassis which is sufficiently rated to transport a full load of sweeping debris at speeds up to 55 MPH. The chassis shall be equipped with dual steering and operator controls and an automatic transmission. All tires shall be the same size and have dual tires on each side of the rear axle (six-wheel configuration).

These specifications are intended to describe the type, size and quality of one (1) 8 Cubic Yard Clean Diesel Regenerative Air Sweeper which will best meet the needs of the City of Madera. Any bid received that does not contain a bid for diesel equipment will be rejected.

The unit shall be new of current manufacture. No prototype, demo, used, vacuum type, or mechanical type sweepers will be accepted.

All parts not specifically mentioned which are necessary to provide a complete street sweeper shall be included in the bid and shall conform in strength, quality of materials, and workmanship to what is normally provided to the trade in general.

The Owner reserves the right to consider "or equal" components that are substantially equal or better in every respect to that so indicated or specified in the sweeper specifications. Decisions of or equal or equivalency will be at the sole interpretation of the City of Madera.

TERMS:

All equipment furnished under this contract shall be new, unused, and the same as the

manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. The equipment furnished shall conform to all ANSI Safety Standards. Extra Heavy Duty (E.H.D.) as applied in this bid is interpreted to mean that the item to which it applies shall exceed the usual quality, capacity, strength and/or durability of standard productions items as required in street sweeper service.

The City reserves the right to reject any or all proposals or portions thereof. The right is also reserved to waive any minor irregularities ion the RFP. The City will Award to the lowest responsible Bidder whose proposal is the most advantageous to the City from the standpoint of suitability to purpose, quality, service, previous experience, price, date of delivery, and to accept the bid that is in the best interest of the City.

INFORMATION FOR BIDDERS:

All equipment must be PM-10 certified. All equipment must be legal to use on Federal and State Highways, must conform in all respects to the State of California Industrial Safety Orders, the Motor Vehicle Code, California Highway Patrol Regulations and must meet all Environmental Protection Agency Standards and Regulations.

Completed unit to be delivered to the City of Madera, City Yard, 1030 South Gateway Drive, Madera, California, 93637.

Prices quoted shall exclude all Federal Excise Tax.

Prices quoted shall include applicable State tax.

Bids must be submitted on the forms supplied by the City of Madera and include all applicable taxes and charges. It is required that the manufacturer's complete measurements and specifications be submitted and made a part of the bid.

Supplier shall keep records of parts used in the manufacture of the specified equipment and shall provide two copies to the City, of any improvement or modification that may improve the specified equipment.

Minimum requirements are detailed in these specifications. All dimensions, sizes, dates, and expressions of quality are minimum specifications, unless otherwise stated.

Bidders must indicate compliance for each item throughout the bid by writing "YES" or "NO". Failure to do so may be cause to reject the bid. All "NO" answers must be fully explained on the Exception to Specification Form and be attached to and submitted with bid. Failure to explain "NO" answers may be cause to reject bid.

SECTION A - CHASSIS

CHASSIS (2018 or newer Model Year Freightliner M2 (Dual) OR EQUAL):

ADDENDUM NO. 1

RFP #201819-01
Clean Diesel Regenerative Air Sweeper

Dated: 11/20/18

Rosa Hernandez

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

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

Title of RFP – Replace "8 Cubic Yard Clean Diesel Regenerative Air Sweeper" to "Diesel Regenerative Air Sweeper". Note that all references in the RFP to the previous title will adhere to the new title as amended in this Addendum.

Submission deadline has been extended from November 27, 2018 to December 11, 2018.

Deadline for Questions and suggestions has been extended from November 19, 2018 to December 3, 2018.

Section 1.O added to Section 1. INSTRUCTIONS AND CONDITIONS as follows:

O. An award under this RFP will not be based solely on the lowest price. Proposals will be evaluated by a committee and each proposer will be scored on a point system. If an award is made, it will go to the bidder with the highest score.

Each proposer will be scored on the following point system, with a maximum of 100 points.

Price	45 points
Delivery Date	20 points
Conformity to Specification	35 points

Section 2. A & B in it's entirety to be replaced with the following updated Specifications:

SECTION A - CHASSIS

CHASSIS 2018 or newer Model Year.

Compliance

Yes 1. Chassis will be conventional design with a minimum 33,000 GVW rating. State chassis make, model and point of manufacture
Freightliner Model M2, manufactured in Charlotte, NC

Yes 2. Chassis wheel base shall be configured to provide sufficient turning radius to allow efficient sweeping access to cul-de-sacs, turn lane nose-outs and other curved curbed areas. Manufacturer may be required to demonstrate turning radius capabilities.

Yes 3. For safety, the rear of the sweeper shall be equipped with a rear panel to provide under ride protection. When dumping debris, material shall not be discharged on top of the rear panel.

Yes 4. Two frame mounted front tow hooks shall be provided

Yes 5. Unit to have the capacity to carry 50 gallons of onboard diesel fuel in one or two tank configurations. All tanks shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.

Yes 6. Diesel emissions shall be EPA 2018, with on-board diagnostics (OBD) and have a minimum capacity of 3 U.S. gallons diesel emissions fluid

CHASSIS ENGINE:

Yes 1. Truck engine shall be 2018 California Air Resources Board Emission Compliant, turbocharged diesel, approximately 200 HP @ 2300 RPM, 520ft-lbs. @ 1600 RPM.

Yes 2. Truck engine shall be equipped with a single vertical or horizontal exhaust system. Exhaust shall not extend above top or sides of sweeper housing.

Yes 3. Engine shall be equipped with block heater.

Yes 4. Radiator fan shall be viscous drive type.

AUXILIARY ENGINE: (OPTIONAL)

Yes 1. If equipped, auxiliary engine to be mounted on sweeper for easy access and to minimize noise levels in cab during sweeping operation.

Yes 2. The sweeper power unit shall be a diesel fueled, water cooled, CARB tier 4 Final emissions certified, industrial engine.

Yes 3. If equipped, auxiliary engine shall incorporate a diesel fuel system that is B20 diesel compatible.

Yes 4. 12-volt ignition, electric starter and minimum 90 amp alternator with charge indicator gauge mounted on control console in cab.

Yes 5. Electric linear actuator/revolution limiter for power unit throttle control.

Yes 6. A suitable size work platform will be provided to allow safe access to auxiliary engine area if the auxiliary engine placement, chassis wheelbase, and sweeper configuration provides sufficient area to allow a work platform to be installed.

Yes 7. Access will be accomplished from the ground level by steel steps covered with anti-skid grating and proper size grab handle to insure maximum safe entry and exit from work platform.

Yes 8. Work platform, if installed, will have suitable safety rails to provide a safe work area.

TRANSMISSION, AXLES, WHEELS & BRAKES:

Yes 1. An automatic transmission shall be provided. Transmission to be fitted with an external spin-on type filter

Yes 2. Sweeper shall include a rear axle having a gear ratio properly suited for engine/chassis configuration and capable of maintaining speeds appropriate for maximum sweeping efficiency.

Yes 3. Front axle shall be minimum 12,000 lb. and be equipped with taperleaf front suspension and shock absorbers.

Yes 4. The rear axle shall be 21,000 lb. or greater.

Yes 5. For safety, and to allow the emergency interchange of tires at a job site, the front and rear tires and rims shall be interchangeable.

Yes 6. Tires shall be tubeless radial tires 14 ply 11R 22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be

acceptable.

Yes 7. Rims shall be 10-hole steel hub piloted 22.5 x 8.25

Yes 8. Parking brake shall be spring applied rear wheel drum and shoe.

Yes 9. Brakes shall be full air brakes S Cam with 18.7 CFM capacity compressor, with automatic slack adjusters and ABS.

Yes 10. Air system shall include an air dryer with heater.

CAB:

Yes 1. Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98th percentile size operator.

Yes 2. Steering shall be full power with dual operator controls.

Yes 3. Seats shall be adjustable, high back, covered with cloth for air circulation and include 3 point seat belts. Seats shall be air ride on both sides.

Yes 4. Sweeper shall include two (2) remote control, outside west coast type mirrors with lower 8-inch convex lens for easy viewing of the side broom during sweeping.

Yes 5. To maximize operator visibility of the curb and sweeping gear, a 12" outside RH and LH fender mirror shall be mounted forward of the front wheels.

Yes 6. For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light.

Yes 7. Switches shall be clearly identified by name and symbol.

Yes 8. Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.

Yes 9. Cab shall have full flow through ventilation for optimal temperature control and operator comfort.

Yes 10. Wipers shall have intermittent feature.

Yes 11. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console.

Yes 12. All glass shall be tinted safety glass.

Yes 13. Each operator position shall have adjustable sun visor.

Yes 14. Doors shall be equipped with keyed alike locks.

Yes 15. Door windows shall be roll up type.

Yes 16. Side windows shall have defogger.

Yes 17. Cab shall include two 12V power supplies

Yes 18. Radio shall be factory AM/FM with standard speakers.

Yes 19. Dual Electric horns shall be provided.

Yes 20. Adjustable tilt steering wheel

INSTRUMENTS:

Yes 1. Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.

Yes 2. Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.

Yes 3. Chassis engine instruments shall include warning light and chime for low coolant level, low oil level, and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs.

Yes 4. Console shall have left/right primary driver switch.

Yes 5. Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel.

Yes 6. Truck instruments shall include warning lights for battery.

Yes 7. All console switches including transmission controls and all gauges shall be illuminated.

Yes 8. Intake mounted air restriction indicator with graduations.

ELECTRICAL:

Yes 1. Batteries should be located in an enclosed accessible environment for long life and ease of service.

Yes 2. Chassis shall have maintenance free batteries rated at not less than 1850 CCA total, 12-volt.

Yes 3. Chassis engine shall have a minimum 160 amp alternator

Yes 4. Chassis lighting shall include sealed multi-beam halogen head-lights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch.

Yes 5. Chassis lighting shall include gutter broom spot light on each side, and two rear mounted work lights.

OTHER CAB ACCESSORIES:

No 1. Unit to include 17" Catwalk behind cab to facilitate access to auxiliary engine, if applicable.

SECTION B – SWEEPER MODULE:

SWEEPER GENERAL:

Compliance

Yes 1. Sweeper shall be new PM-10 certified regenerative air street sweeper.

Yes 2. The sweeper shall be equipped with a variable speed device (Single engine models only). The variable speed device uses the chassis engine to power the chassis propulsion and the sweeper components.

N/A a. The variable speed device shall be located between the chassis engine and the transmission for maximum efficiency.

N/A b. The variable speed device shall be capable of directly driving hydraulic pumps without the use of auxiliary Power Take Off's (PTO's) or belt drive systems.

N/A c. The variable speed device shall be a planetary gearbox design; varies the input to output ratio. The system provides variable sweep speed operation through the chassis transmission and

also directs engine powered PTO for the sweeper components.

N/A d. The variable speed device "speed" control pump shall operate directly off the chassis engine coupling in all modes - "Work Mode" or "Road Mode". This pump shall provide variable operating flow - managing the ratio of input to output - for the variable speed device. The system shall include an electronic control module which manages pump flow.

N/A e. The variable speed device shall operate directly off of the chassis engine coupling in all modes - "Work Mode" or "Road Mode". For the sweeper, the variable speed device PTO shall power a blower drive and sweeper pump through a conventional drive shaft.

No 3. To accommodate both easy access and sound attenuation, the front cowling shall be enclosed on both sides by two access doors, one on each side of the sweeper body. These doors provide access to serviceable items without tilting the hopper.

Yes 4. Front cowling and access doors shall use acoustical insulation to sustain minimal ambient noise levels.

BLOWER:

No 1. Blower shall be hydraulically or belt driven. Hydraulically driven blowers shall be directly coupled to its motor to maximize efficiency. Minimum operating speed of the fan must be at least 3,300 RPM. Belt driven blowers shall be driven by a "V" groove power belt for maximum performance and simplicity of construction, with manual tension adjustment not requiring repositioning of the engine.

Yes 2. The blower housing shall be constructed of 10-gauge steel and lined for maximum extended wear in abrasive environments.

Yes 3. Blower housing shall have an inspection door for quick inspections without removing the blower housing or looking into the air exhaust opening.

Yes 4. Blower housing shall not be an integral part of the hopper. Replacement of the blower housing must be possible without any cutting and/or welding of the housing and or hopper.

No 5. The blower must not be directly exposed or open to the dust separator to preclude carry-over of material from the separator into the blower and

blower housing.

N/R 6. The (optional) single-engine system, driven by the variable speed device, shall provide all horsepower for blower speed to effectively convey the bulk of material into the debris hopper; debris types such as but not limited to trash, sand, gravel, dirt, leaves and other organics.

Yes 7. Blower shall be a closed face turbine type, constructed of steel for optimal combination of hardness and abrasion resistance for maximum service life. An open-faced blower is not acceptable.

Yes 8. The blower shall be mounted and supported on both sides by heavy-duty greaseable bearings. Greasing of the bearings must be possible from ground level, without tilting the hopper. Only greaseable bearings are capable of tolerating the blower speeds required to produce simultaneous high air flow and high vacuum levels.

PICKUP HEAD:

Yes 1. The pickup head is a spring-supported, all steel fabricated pickup head with separated upper and lower chambers where pressurized air is blasted from the upper chamber through an elongated blast orifice, to the lower vacuum chamber.

Yes 2. The pickup head shall not be less than 90 inches wide and 30 inches long for a total area of 2700 square inches.

Yes 3. The pickup head shall have a minimum of 14-inch diameter pressure hose that connects the blower outlet with the pickup head.

Yes 4. The pickup head shall have a minimum 12 3/4 inch diameter suction hose with a quick disconnect coupling at the lower end near the pickup head. The quick disconnect enables the operator to inspect the suction hose as well as the inlet area of the pickup head without tilting the hopper.

Yes 5. The pressure side shall be equipped with a pressure relief valve/vacuum enhancer/leaf bleeder, for optimum leaf and light debris sweeping.

Yes 6. The front and rear debris curtains shall be removable without removing the pickup head from the unit.

Yes 7. Minimum sweeping paths:

Pickup head only = 87 inches

One side broom and pickup head = 117 inches

Two side brooms and pickup head = 144 inches

Yes 8. The pickup head shall be equipped with side mounted adjustable steel runners with carbide inserts with a minimum width of 1 1/8 inches for long life

Yes 9. The pickup head shall be raised and lowered hydraulically by a rocker switch on the control panel inside the cab.

BROOMS:

Yes 1. The right and left side broom shall be a free floating trailing arm design intended to prevent damage when sweeping and encountering a fixed obstacle.

Yes 2. The side brooms shall be 42-inch diameter minimum, with hydraulically driven rotation.

Yes 3. Brooms shall be pneumatically or hydraulically raised, lowered and suspended.

Yes 4. Adjustable, tilt, and down pressure shall be controlled by the operator from the cab in order to maintain proper surface contact consistently during vertical broom travel.

Yes 5. The broom hydraulic motor drive shall provide not less than 6045 in-lbs. of torque for superior digging power and speed.

Yes 6. The side broom assemblies shall have greaseable pivot pins.

Yes 7. The side broom assemblies shall be held in the storage position by a positive means to support broom during travel.

Yes 8. Each side broom shall be controlled from in the cab by rocker switches.

No 9. When extended, brooms shall not exceed 60 inches from center of **FRONT** hub to center of broom head as measured along a line between the front and rear hubs oriented perpendicular to the front and rear axles. If compliance with this specification item is not achievable, manufacturer may be required to demonstrate units turning radius.

HOPPER:

Yes 1. Volumetric capacity shall be at minimum 7.3 cubic yards class hopper.

Yes 2. Hopper shall be constructed of 10-gauge steel sides, and ¼ in. steel floor.

Yes 3. The hopper floor angle when dumping shall be a minimum of 50°. Dumping shall be accomplished by tilting the hopper. Dump cylinder must have capacity to tilt and dump with full hopper.

Yes 4. The hopper floor angle shall be a minimum of 10 ° to assist in easy dump-off of debris.

Yes 5. The hopper shall have an external hopper prop. No exception to this feature shall be accepted.

Yes 6. The hopper rear door shall be hinged at the top and opened by means of a hydraulic cylinder. The hopper door shall open first prior to tilting the hopper. The hopper rear door should open at a minimum angle of 90 ° and be perpendicular to the hopper opening for maximum dumping action.

Yes 7. Hydraulic cylinder movement shall be controlled by two hydraulic valve levers located on the right-hand side of the hopper to view discharging of debris out of the hopper during dumping for maximum safety.

Yes 8. The rear hopper door shall have an external door prop. No exception to this feature shall be accepted.

Yes 9. The hopper rear door shall include an automatic lock mechanism for a tight fit and optimal sealing between the hopper and the rear door.

Yes 10. The rear door seal shall be a water resistant heavy-duty reinforced D style rubber seal for optimal sealing. Foam seals that can absorb moisture and freeze are not acceptable.

Yes 11. Screens of not less than 11- gauge steel shall be installed to allow air to move freely from the hopper into the centrifugal dust separator. The hopper screens shall be hinged and easily lowered for cleaning and inspection without tools or pin's removal.

DUST SEPERATOR:

Yes 1. Dirt separation from the air stream shall be accomplished by means of a Labyrinth style dust separator that is installed at the air outlet of the hopper. The separator shall be designed so that it will not plug with debris.

Yes 2. To allow inspection and cleaning of the separator interior, the dust separator shall have minimum of two hinged inspection doors. Both doors are self-opening when tilting the hopper.

Yes 3. To allow automatic discharge of debris when tilting the hopper, the dust separator shall have a self-opening door made of abrasion resistant steel. Cable or other manual/mechanical means required for discharging the separator are not allowed.

SPRAY WATER SYSTEM:

Yes 1. The water tank shall be a removable, 240 gal. total capacity. Constructed of rust-proof polyethylene.

Yes 2. A minimum 16 ft. fill hose with NST coupling with strainer shall be supplied.

Yes 3. A water level gauge shall be provided on the control console within the cab.

Yes 4. All water lines shall be color coded for easy identification.

Yes 5. The water filter must be accessible and cleanable from ground level without tilting the hopper. A ball valve must be provided at the filter inlet to allow cleaning of the filter without the loss of water from the water tank.

Yes 6. All water piping shall be external to the operator cab. No water lines capable of leaking or bursting shall be within the cab.

Yes 7. Three (3) water spray nozzles are located at each side broom for optimal dust control. A pivoting bracket is provided to allow for optimum positioning of the side broom spray nozzles.

Yes 8. Seven (7) easily removable water spray nozzles are located inside the pickup head. Water spray nozzles that spray only on the outside of the pickup head are not acceptable.

Yes 9. Three (3) removable water spray nozzles are located at the lower portion of the suction hose for lubrication of the suction hose and to further enhance dust control.

Yes 10. Electric 12-volt, diaphragm type pumps will provide a capacity for 8 GPM @ 40PSI to the pickup head, the suction hose and the side brooms.

Yes a. One water pump is dedicated to supplying water to the pickup

head and the suction hose for dust control.

Yes b. One water pump is dedicated to the side brooms for dust control.

No 11. Each water pump must have two flow rates, selectable by the operator from within the cab and capable of running dry without damage.

HYDRAULIC SYSTEM:

Yes 1. Hydraulic pump shall be a gear driven, gear style pump for maintenance free operation, having a minimum flow capacity of 22.5 GPM @ 3400 RPM. This shall be used for the sweeper brooms, hopper dump, and pickup head raise/lower system.

Yes 2. Reservoir capacity shall be not less than 20 gallons and have an exterior sight gauge. The reservoir must be located for quick inspections without tilting the hopper.

Yes 3. All hydraulic circuits shall have quick disconnect pressure check ports for ease of maintenance.

Yes 4. Hydraulic oil cooler shall be standard to provide adequate cooling with fresh air intake and accessible without raising the hopper. The hydraulic system shall operate below 200°F.

Yes 5. To minimize the hazards of potential leakage, all high-pressure fittings shall be O-Ring Face Seal (ORFS) type.

Yes 6. Hydraulic system shall have 10-micron spin on filter.

PNEUMATIC SYSTEM:

Yes 1. There shall be a PR4 protector type pressure protector for the chassis air system

No 2. A separate air tank for the sweeper air components shall be provided.

Yes 3. All pneumatic cylinders shall be interchangeable.

Yes 4. Each cylinder shall be controlled by a single, two position, solenoid valve mounted on a manifold with common input and exhaust.

Yes 5. There shall be a filter with a polycarbonate bowl to filter out contaminants down to 5 microns to prevent contamination in the air system.

ELECTRICAL SYSTEM:

Yes___ 1. Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.

Yes___ 2. Sweeper shall have a top beacon, four corner strobes, traffic advisor with control head.

Yes___ 3. Sweeper lighting shall include rear identification lights and rear clearance lights.

Yes___ 4. Sweeper warning lights shall include hopper up, hopper door open and hopper full load.

Yes___ 5. Sweeper wiring harnesses shall be color-coded and "function stamped" with appropriate circuit name every four inches, i.e. "Ignition", "Side Broom" on each wire.

Yes___ 6. All electrical circuits must be protected by automotive style blade fuses.

Yes___ 7. All lights should be LED style.

CONTROLS:

Yes___ 1. All sweeper controls shall be mounted on a stationary central console that allows for use and visibility from either right or left positions.

Yes___ 2. The controls shall include sweep, spray water and lighting functions.

Yes___ 3. The controls for sweeping, spray water, and lighting functions shall be rocker switches.

Yes___ 4. Controls for sweep system shall include sweep/resume feature; allowing the automatic raise of side brooms and pickup head when chassis transmission gear selector is put into reverse, or with push of one button in cab.

INSTRUMENTS:

Yes___ 1. If applicable, sweeper engine instruments shall include tachometer, hour meter, oil pressure, fuel, voltage, and coolant temperature for complete information for the operator on the condition of the auxiliary engine, visible from both operator positions.

Yes 2. Sweeper engine instruments shall include an auxiliary engine air intake restriction gauge for ease of maintenance.

Yes 3. Sweeper instruments shall include diagnostic information for the sweeper engine and sweeper functional information to include water level, sweeping mode and transport mode.

Yes 4. Sweeper instruments shall include a "raised" hopper indicator, an "open" hopper door indicator and a "full" hopper indicator to notify the operator.

PAINT:

No 1. All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick.

Yes 2. Exterior color of cab and sweeper shall be factory white and the interior grey.

Yes 3. Vehicle shall have an accent color of Grey or Black on the components and lower portions of the unit.

MANUALS:

Yes 1. Two (2) copies of the operation manual shall be provided.

Yes 2. A parts manual shall be provided (chassis, packer, hydraulic, electric systems).

Yes 3. Maintenance manual, preferably in CDROM format if available.

Yes 4. Two (2) copies of the lubrication chart.

WARRANTY:

Yes 1. Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor.

Yes 2. Manufacturer's warranty shall be not less than three (3) years on chassis engine, including all parts and labor.

Yes 3. Manufacturer's warranty shall be not less than lifetime protection against rust-through of the water tank.

Yes 4. Documentation of all Warranty & Extended Warranties offered

SERVICE AND TRAINING:

Yes 1. Vendors shall have a full parts and service facility within a reasonable distance from the City of Madera. State location and distance.

Yes 2. A qualified technician shall provide complete training to City of Madera personnel at the City of Madera Public Works yard. Training shall include safety, operation, maintenance and service.

DELIVERY:

Yes 1. Sweeper shall be delivered F.O.B. City of Madera in operating condition.

Yes 2. Acceptance shall be subject to the inspection and approval by the City.

QUALITY:

Yes 1. Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.

OPTIONAL ITEMS:

The City of Madera may choose, at its sole discretion, to add any or all of the optional items to this purchase. Bidder shall state the amount to be added to the Bidder's Proposal, should each item be selected.

Cost

$6,455.00 1. Life Liner – hopper liner guaranteed for life of machine.
Stainless Steel Hopper with Lifetime Warranty will be provided

$695.00 2. Front spray bar

$Included 3. Backup Camera

$Included 4. Auxiliary hydraulic pump

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

End of Addendum No. 1.

maintenance and service.

DELIVERY:

Yes 1. Sweeper shall be delivered F.O.B. City of Madera in operating condition.

Yes 2. Acceptance shall be subject to the inspection and approval by the City.

QUALITY:

Yes 1. Sweeper shall be manufactured by a company with a registered quality standard no less than ISO 9001.

OPTIONAL ITEMS:

The City of Madera may choose, at its sole discretion, to add any or all of the optional items to this purchase. Bidder shall state the amount to be added to the Bidder's Proposal, should each item be selected.

Cost		
$ 6,455.00	1.	Life Liner – hopper liner guaranteed for life of machine. High Strength Stainless Steel Hopper Will be provided .
$ 695.00	2.	Front spray bar
$ Included	3.	Backup Camera
$ Included	4.	Auxiliary hydraulic pump

3. EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or model that is equal or superior to the sweeper specified. Decisions of equivalency will be at the sole interpretation of the City. A blanket statement that equipment proposed will meet all requirements will **not** be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the sweeper manufacturer's brochures must have written chassis manufacturer approval and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. Bidder must be prepared to demonstrate a unit similar to the one proposed, if requested.

4. FORM OF BIDS

A. Purchase price shall include all costs, options and delivery or freight charges. In addition to the bid page included in this RFP, proposer shall attach a detailed breakdown of costs.

B. Price should not include any Federal Excise Taxes, if they can be identified. An exemption certificate will be provided, if necessary.

DELIVERY: Prior to delivery, merchandise shall be inspected by the dealer.

Approximate Delivery Date: 45-90 Days A.R.O.

TITLE SHALL PASS AT POINT OF DELIVERY. FOR ITEMS DELIVERED TO CITY OF MADERA, SALES TAX IS 8.25%.

5. NOTICE TO CONTRACTOR OF SPECIAL PROVISIONS

Energy Conservation Requirements

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
4. The certification in this clause is a material representation of fact relied upon by **City of Madera**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Madera**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **0 %.** A separate contract goal **has not** been established for this procurement.

Breaches and Dispute Resolution

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Project Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Vendor mails or otherwise furnishes a written appeal to the Project Manager. In connection with any such appeal, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Project Manager shall be binding upon the Vendor and the Vendor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by City, Vendor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Vendor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract and incorporated documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Vendor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Non-Collusion Affidavit to be Executed by Bidder and Submitted with Bid

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Municipal Maintenance Equipment, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

James Wheeler, General Manager Name and Title of Contractor's Authorized Official

12-3-18 Date

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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CITY OF MADERA
BID PROPOSAL
8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER
RFP #201819-01
Federal Aid Project CMLNI-5157(105)

Bidder hereby proposes to deliver to the City of Madera, 1030 South Gateway Drive, Madera, California, new equipment in accordance with the published specifications for the following prices.

MANUFACTURER Schwarze / Freightliner MODEL A7 Tornado / M2

Purchase Price		$ 218,304.60
Subtotal		$ 218,304.60
Applicable Taxes	8.25% Sales Tax	$ 18,010.13
	CA Tire Fee	10.50
TOTAL PURCHASE PRICE		$ 236,325.23

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

Addendum #1

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

CITY OF MADERA
BID PROPOSAL AUTHORIZATION
8 CUBIC YARD CLEAN DIESEL REGENERATIVE AIR SWEEPER
RFP #201819-01
FEDERAL AID PROJECT CMLNI-5157(105)

DATE 12-3-2018

COMPANY NAME Municipal Maintenance Equipment, Inc.

STREET ADDRESS 4634 Mayhew Road

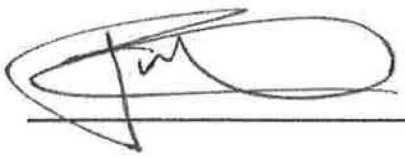
CITY / STATE / ZIP Sacramento, CA 95827

PHONE NUMBER 916-922-1101

EMAIL jwheeler@source-mme.com

PERSON PREPARING BID James Wheeler

POSITION General Manager

SIGNATURE 

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

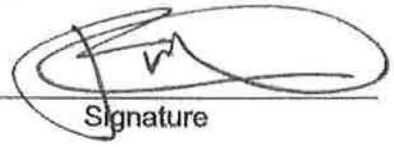
EXCEPTION TO SPECIFICATION

Bidder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Bidder takes specific exception to one or more of the conditions on this form.

Bidders are cautioned that by taking an exception they may be materially deviating from the RFP specification. If a Bidder materially deviates from the RFP specification, their proposal may be rejected. A material deviation is an exception to a specification which 1. affords the Bidder taking the exception a competitive advantage over other Bidders, or 2. Gives the City something significantly different than the City requested.

Bidder Name:	
Specification Description	Explanation of Exception
Page 6 - Other Cab Accessories: include 17" catwalk	17" Catwalk not available on the 164" WB required by specified Maximum 176" Wheelbase. If optional 184" Wheelbase would be allowed the Catwalk would be supplied at no additional cost.
Page 7 - Sweeper General ,Item 3: Access doors for Serviceing without tilting the Hopper.	Not available by design.
Page 7 - Blower, Item 1: Manual Tension not requiring repositioning of the engine	Tension on Belt does require manual adjustment repositioning the Auxiliary Engine.
Page 7 - Blower, Item 5: Blower not directly open to Centrifual Seperator	Not required by design.
Page 9 - Brooms, Item 9: Not to exceed 60"	63" Distance will be supplied
Page 12 - Water System, Item 11	Not required by design
Page 12 - Pneumatic System , Item 2	Not required by design
Page 14 - Paint, Item 1	Powder Coat not available at this time

By signing this form, I acknowledge that the above named Bidder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as exceptions above.



Signature | General Manager (Title) | 12-3-18 (Date)

Detailed breakdown of costs:

Schwarze A7 Tornado Street Sweeper Body	$138,939.60
Freightliner M2 Cab and Chassis	$ 79,365.00
Sub-Total	$218,304.60
8.25% Sales Tax	18,010.13
California Tire Fee	10.50
Total Purchase Price	$236,325.23

Sweeper Extended Warranties*:

Standard – 1 Year or 1200 Hours	Standard, included in bid price
Silver – 2 Years or 2400 Hours, add	$2,035.00
Gold – 3 Years or 3600 Hours, add	$5,049.00
Platinum – 4 Years or 4800 Hours, add	$7,315.00
Diamond – 5 Years or 6000 Hours, add	$9,295.00

*Chassis and auxiliary power are both separate and need to be purchased through their local dealers/distributors. Please let us know what you would like covered on an extended warranty and we will be happy to ask Freightliner and/or John Deere for pricing.

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-10M	M2 PRL-10M (EFF:02/11/15)		
Data Version			
DRL-001	SPECPRO21 DATA RELEASE VER 001		
Interior Convenience/Driver Retention Package			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-219	2019 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-012	PREP FOR LH PRIMARY STEERING LOCATION AND CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
Truck Service			
AA3-022	STREET SWEEPER BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 11.75 ft		
AF3-197	SCHWARZE INDUSTRIES		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21N	CUM B6.7 200 HP @ 2400 RPM, 2600 GOV, 520 LB/FT @ 1600 RPM		

Data Code	Description	Weight Front	Weight Rear
Electronic Parameters			
79A-072	72 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-015	PTO MODE ENGINE RPM LIMIT - 2100 RPM		
79P-004	PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-011	PTO GOVERNOR RAMP RATE - 1000 RPM PER SECOND		
79V-001	ENABLE REGENERATION IN PTO MODE		
80G-004	PTO MINIMUM RPM - 900		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		

Data Code	Description	Weight Front	Weight Rear
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-101	RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE	-50	-50
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS		

Data Code	Description	Weight Front	Weight Rear
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-007	PRIMARY MODE GEARS, 6 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-998	TCU-DIRECTION CHNG,NOT CONFIGURED		
84M-998	TCU-PUMP MODE OPTION NOT CONFIGURED		
85B-998	TCU-RANGE INDICATION NOT CONFIGURED		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-075	DASH MOUNTED T-HANDLE SHIFT CONTROL, PROVIDE 83 INCH CABLE FOR SUPPLIER RELOCATION OF T-HANDLE SHIFTER WITHOUT PARK BRAKE POSITION TO CENTER CONSOLE		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		

Data Code	Description	Weight Front	Weight Rear
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-643	6.43 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
393-998	NO DRIVELINE GUARD		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Brake System			
018-002	AIR BRAKE PACKAGE		

Data Code	Description	Weight Front	Weight Rear
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		
Wheelbase & Frame			
545-417	4175MM (164 INCH) WHEELBASE		
546-092	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8/0.344X10.94 INCH) 80KSI	-40	130
552-018	1625MM (64 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 98.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 95.15 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 257.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 98.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 83.46 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 83.29 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	

	Data Code	Description	Weight Front	Weight Rear
	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	489-998	NO TIRE PRESSURE CONTROL/SENSOR		
Fuel Tanks				
	204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	218-005	RECTANGULAR FUEL TANK(S)		
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	212-007	FUEL TANK(S) FORWARD		
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		
	122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-1V4	CONTINENTAL HSR2 11R22.5 14 PLY RADIAL FRONT TIRE	16	
	094-1V4	CONTINENTAL HSR2 11R22.5 14 PLY RADIAL REAR TIRES		32
Hubs				
	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels				
	502-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS		
	505-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
	50W-998	NO RIM/WHEEL TIRE PRESSURE SENSOR		
	496-011	FRONT WHEEL MOUNTING NUTS		
	497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior				
	829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	650-009	RUBBER CAB MOUNTS		
	678-001	LH AND RH GRAB HANDLES		
	646-009	PAINTED PLASTIC GRILLE		
	65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		

Data Code	Description	Weight Front	Weight Rear
644-004	FIBERGLASS HOOD		
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5	
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-080	RH AND LH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		

Data Code	Description	Weight Front	Weight Rear
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-017	GRAY CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-017	GRAY CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-027	ADJUSTABLE STEERING COLUMN, SUPPLIER CONVERSION TO LH AND RH ADJUSTABLE TILT STEERING COLUMNS	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		

	Data Code	Description	Weight Front	Weight Rear
	811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
	73B-998	NO LANE DEPARTURE WARNING SYSTEM		
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	746-1B4	AM/FM/WB WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
	8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
	8Z1-998	NO ZONAR SERVICES SELECTED		
	162-011	IDLE LIMITER, ELECTRONIC ENGINE		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
	869-998	NO MISCELLANEOUS GAUGES		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS		

Data Code	Description	Weight Front	Weight Rear
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
99B-012	SHIP TO THIRD PARTY (CHARLOTTE, NC) PRIOR TO DELIVERY		
Sales Programs			
	NO SALES PROGRAMS HAVE BEEN SELECTED		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	5913 lbs	3750 lbs	9663 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight+	5913 lbs	3750 lbs	9663 lbs

Extended Warranty

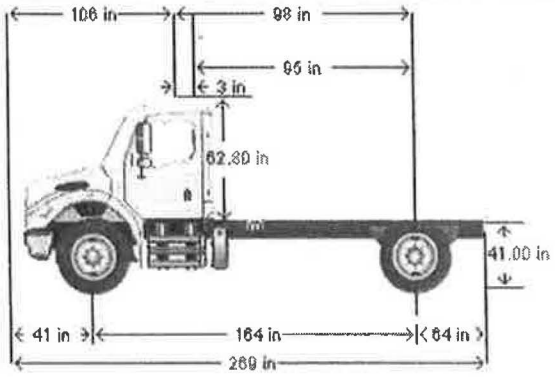
WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $550 CAP FEX APPLIES

Dealer Installed Options

		Weight Front	Weight Rear
	FONTAINE DUAL STEERING AND DEF TANK RELOCATION	0	0
	Total Dealer Installed Options	0 lbs	0 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) ..... 4175MM (164 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 1625MM (64 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH INBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	98.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	95.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	162.4
Cab Height (CH)	62.8
Wheelbase (WB)	164.0
Frame Overhang (OH)	64.0
Overall Length (OAL)	268.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

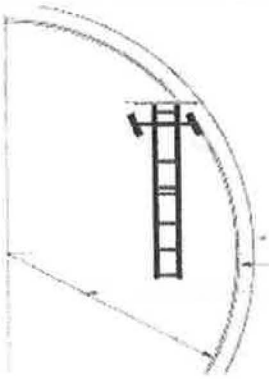
Wheelbase (545) ..... 4175MM (164 INCH) WHEELBASE
Frame Rails (546) ..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8/0.344X10.94 INCH) 80KSI(546)
Yield Strength (psi) 80000
Section Modulus (per rail) (cu in) 17.21
RBM (per rail) (lbf-in) 1358400
Inner Frame Reinforcement (547) ..... NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) ..... NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4175MM (164 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8/0.344X10.94 INCH) 80KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reninforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	80000
Section Modulus - per rail (cu. in.)	16.98
Frame RBM - per rail (lbf-in)	1358400

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

TURNING RADIUS



Turning radius graphic and data provided for general estimate purposes only. For specific figures regarding your configuration, please contact your CAE representative.

	Left Turn	Right Turn	Tolerance
Wall to Wall Diameter (ft)	39.1	39.1	+/- 3.0
Curb to Curb Diameter (ft)	37.2	37.2	+/- 3.0
Turning Radius (ft)	18.1	18.1	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model M2106
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) ..... 4175MM (164 INCH) WHEELBASE
Front Tires (093) ..... CONTINENTAL HSR2 11R22.5 14 PLY RADIAL FRONT TIRE
  Width (in) 11.1
Front Axle (400) ..... DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
  Kingpin Intersection (in) 71.5
Bumper (556) ..... THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS
  Width (in) 93.5
  Bumper Miter to Front Axle (in) 21.458
Primary Steering Location (003) .... PREP FOR LH PRIMARY STEERING LOCATION AND CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER
Steering Gear (536) ..... TRW THP-60 POWER STEERING
  Dual Steering Gear ..... NONE
  Ram ..... NONE
Rear Axle (420) ..... MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE
Axle Spacing (624) ..... NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

SCHWARZE SWEEPER 12 MONTH LIMITED WARRANTY

UNIT MODEL	UNIT SERIAL NUMBER	ENGINE MODEL	ENGINE SERIAL NUMBER	ORDER NUMBER

CHASSIS MAKE	CHASSIS MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER

Schwarze Industries, seller, provides warranty coverage to the original purchaser for all new equipment manufactured by Schwarze Industries, Inc. Schwarze-built sweepers are warranted to be free from defects in materials and/or workmanship under normal operating conditions, and when used in a proper application, for a period of twelve (12) consecutive months from the date placed into service, or twelve hundred (1200) hours of operation, whichever occurs first, provided all recommended maintenance is performed as scheduled.

WHAT WE WILL DO: Seller's sole obligation with respect to this Warranty shall be to replace or repair, at Seller's option, any part, parts or workmanship which may prove to be defective during the Warranty Period. Warranty work shall be performed at Seller's home office (1055 Jordan Road, N.E., Huntsville, Alabama 35811) or, at Seller's sole option, at the Schwarze authorized Dealer nearest to the purchaser's location.

WHAT IS NOT COVERED: This warranty shall not apply to damage or defects caused by negligence, carelessness, unauthorized repair work, use of unauthorized repair parts or to damage due to accident, misuse or abuse on the part of the purchaser or his or her or its servants, agents, representatives or employees, or to damage caused by acts of God. This Warranty shall not apply to routine maintenance, repair and adjustments, or to the wear parts, including but not limited to the following:

A-Series & S-Series Sweepers: flaps, drive belt, hoses, broom bristles, seals, low arms. throttle cable, fan housing liner, door trim, filters, light bulbs, tires, water nozzles, spray tips, screens, springs, switches, batteries, mud flaps and mirrors.

M-Series Sweepers: brooms, rubber sprockets, bearings, flaps, drive couplings, drag brush, caster wheels, light bulbs, tires, water nozzles, spray tips, belts, control cables, filters, switches, batteries, mud flaps and mirrors.

WARRANTY DISCLAIMER

Except for the warranties stated herein, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASE OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTIONS.

The remedies of the Purchaser set forth herein are exclusive, and the liability of Seller with respect to the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under this Limited Warranty shall not, in any event, exceed the price of the goods upon which such liability is based. Any parts or accessories not manufactured by Schwarze are warranted only to the extent that the manufacturer's Warranty may be passed on to Purchaser, and such parts and accessories are not subject to this Warranty or to any other warranty, expressed or implied. The limitations of remedies to repair or replacement and the disclaimer of all special, incidental or consequential damages are intended to be separate and independent limitations of Seller's liability.

HOW TO OBTAIN SERVICE: If a problem that is covered by this Warranty develops with this Schwarze Sweeper during the Warranty Period, PURCHASER MUST NOTIFY THE SCHWARZE IN WRITING PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD OR WAIVE ALL CLAIMS. Purchaser must then deliver the unit, at Purchaser's expense and risk of loss during transport, to Seller's Huntsville, Alabama address, or to the nearest Schwarze Industries, Inc. authorized Dealer. In lieu of presenting the unit for service, parts covered under this Warranty will be shipped at Purchaser's expense if the total weight of the parts is less than 25 lbs. If the Purchaser agrees to pay $10.00 over the normal freight charges, parts covered under this 12 Month Warranty will be shipped via air freight for next-day delivery, when available. Those parts not shipped on an expedited basis, or weighing more than 25 lbs, will be shipped by Seller's normal methods (U.P.S. ground, common carrier, etc.) at the Purchaser's expense unless Purchaser specifies differently, and agrees to be liable for any additional shipping and freight charges. All parts covered under Warranty will be shipped C.O.D. unless the Purchaser has previously established an account with Schwarze and provided that such account is not past due and that the Purchaser has not exceeded his/ her/its credit limit. Warranty credit will be available only on parts which are received by Seller within thirty (30) days of the Purchaser's receipt, and if the replacement or repaired part is returned freight prepaid, and only if the component manufacturer approves it for warranty replacement. In NO case will credit be available for defective parts received by Seller later than (30) days after Schwarze ships the replacement part.

TRANSFER OF WARRANTY: This Warranty is nontransferable without prior approval, in writing, by Schwarze Industries, Ind., 1055 Jordan Road, N.E., Huntsville, Alabama, 35811. To be considered, any Transfer request must include the following information.

1. The vehicle identification number of the chassis.
2. Model and serial number of the sweeper
3. Original purchaser's name and address
4. Name and address of the current registered owner .
5. Name and address of the party to whom the Warranty is requested to be reassigned.

No employee or agent of Seller is authorized to alter or extend this Warranty or to assume any other liability on Seller's behalf. Any alterations or extensions shall not be valid or binding upon Schwarze. To get further help, notify the Schwarze Warranty Department by calling 1-800-879-7933, and identify yourself as a bearer of the Schwarze Sweeper 30 Day Limited Warranty.

SCHWARZE 5 YEAR HYDRAULIC COMPONENT LIMITED WARRANTY

Schwarze Industries, Inc. ("seller") provides warranty coverage to the original purchaser on Hydraulic Components (as defined below) for all new equipment sold and operated in the United States of America, manufactured by seller, and purchased from an authorized Schwarze dealer. The Hydraulic Components are warranted to be free from defects in materials and/or workmanship, under normal operating conditions, and when used in a proper application, for a period of 5 years from the date of retail sale to the original purchaser, or 6000 hrs of operation, whichever occurs first, provided all recommended maintenance is performed as scheduled.

Seller's sole obligation with respect to this Schwarze 5 Year Hydraulic Component Limited Warranty (the "Limited Warranty") shall be to replace or repair, at seller's sole option, any part, parts or workmanship which proves to be defective during the warranty period.

This Limited Warranty shall not apply unless purchaser uses OEM approved filters and has annual warranty inspections performed by an authorized Schwarze dealer. Failure to perform the annual inspections will result in forfeiture of the Limited Warranty and coverage will revert to the Schwarze Sweeper 12 Month Limited Warranty. Proof of purchase will be required to substantiate all warranty claims. All warranty work must be performed by an authorized Schwarze dealer. Any work done on or to the equipment by anyone other than an authorized Schwarze dealer, including the original purchaser, voids all provisions of this Limited Warranty except those provisions which limit seller's liability.

Hydraulic Components include hydraulic pumps, hydraulic motors, and fittings. This Limited Warranty does not cover cylinders, valves, hoses, filters, seals, reservoirs, or anything else other than the Hydraulic Components.

Warranty repairs and annual inspections shall be performed at the seller's home office (1055 Jordan Rd, NE Huntsville, AL. 35811) or, at the seller's sole option, at the Schwarze authorized dealer nearest to the purchaser's location. The cost of delivering the equipment for repairs and inspections shall be the responsibility of the original purchaser.

WARRANTY DISCLAIMER

Except for the warranties stated herein, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTALOR CONSEQUENTIAL SUCH AS, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASE OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTIONS

This warranty is not transferable, without prior written approval by seller.



The People You Know. The Products You Trust.

Schwarze Industries, Inc. ("seller") provides lifetime protection against rust-through of the water tanks.

Freightliner (FTL)

FREIGHTLINER Run Smart™

Freightliner Medium Truck

Coverage[1]		
Description	**Time[2]**	**Distance[2]**
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Diesel Emission 2010[3]	5 Years	100,000 mi/161 000 km
Frame Rails	5 Years	Unlimited
GHG14[4] (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14[4] (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14[4] (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14[4] Tire	2 Years	24,000 mi/38 400 km
Hybrid Transmission – Eaton[5]	3 Years	150,000 mi/240 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle[6]	2 Years	Unlimited
Rear Axle	2 Years	Unlimited
Transfer Case	2 Years	Unlimited
Transmission[5]	2 Years	Unlimited
Detroit Front Axle[6] (File Direct)		
Post-Model Year 2011[7]	2 Years	Unlimited
Post-Model Year 2011[8]	4 Years	Unlimited
Detroit Rear Axle (File Direct)		
Post-Model Year 2011[7]	2 Years	Unlimited
Post-Model Year 2011[8]	4 Years	Unlimited
Detroit DT-12 Transmission[5,9] (File Direct)	5 Years	750,000 mi/1 200 000 km

[1]Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.
[2]Time or distance, whichever comes first
[3]Applies to vehicles equipped with EPA 2010 compliant diesel engines.
[4]Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as GHG14...".
[5]Customers will have only one (1) type of transmission coverage, depending on how the vehicle is spec'd.
[6]Front axle coverage is also applicable to gliders.
[7]Medium Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
[8]Medium Duty – General Service Plus: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
[9]Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

Warranty Statement & Warranty Coverage Descriptions follow on page two of this document.

The information provided in this document is for general information only and is not offered as customer's warranty. This coverage may be superseded without notification.
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Warranty Statement

1.1 New Vehicle Coverage

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold by Daimler Trucks North America and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the Owner's Warranty Information Booklet.

See Warranty Coverage Descriptions for standard warranty coverages by make and model. Additional coverage may apply, verify actual coverages with your local dealership for specific vehicle warranty.

1.2 New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.3 Limitations

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY 'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period. During New Vehicle coverage, warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE

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TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

1.6 Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

AERODYNAMIC WHEEL COVERS

Aerodynamic wheel covers are excluded from coverage under this Warranty

AIR SPRINGS

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

ALIGNMENT OF AXLES/WHEELS/STEERING

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

AXLE BREATHER VENTS

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

CAB INTERIOR COMPONENTS

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

CLUTCH ADJUSTMENT

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

COMPETITION

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

CONSUMABLE PARTS

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000km) for all Daimler Trucks North America LLC vehicles except for Thomas Built Bus (TBB) bodies and chassis. TBB consumable parts are covered up to 30 days from date of in-service.

These items are:

- Antennas
- Ashtrays
- Belts
- Brake Linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (radiator, surge, fuel tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables

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- Windshield washer nozzles
- Wiper arms and blades (TBB makes – wiper blades only)

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricant

CORROSION
A detailed list of exclusions for CORROSION is listed under Warranty Coverage Descriptions.

DAMAGE
The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

ENGINE
The engine, including all of its components as supplied by the engine manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

ENGINE BRAKES, AIR COMPRESSORS, AND OTHER PROPRIETARY ENGINE COMPONENTS
The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer. Failures on non-proprietary engine components can be filed through DTNA.

EXHAUST SYSTEM CLAMPS
During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

FIFTH WHEELS
Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

GLASS, MIRRORS, LENS
Glass, mirror, or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

MISAPPLICATION OF VEHICLE
The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

MISCELLANEOUS EXPENSES
Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (i.e., rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty coverage table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

MODIFICATIONS TO ORIGINAL EQUIPMENT
Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or Customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or Customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

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PAINT

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company
- Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:
- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

Gloss

Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (identified in the Data Books) will not be covered under this Warranty.

SHIP LOOSE ITEMS AND COMPONENTS

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
- Antennas
- Fire extinguishers
- Trailer air hoses
- Trailer electrical cables
- Winter fronts
- Tire inflation hoses
- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch
- Jacks

Daimler Trucks North America has established a Roof Fairing Removal program in order to reduce transport related damage. The Transporter will remove the fairing during the decking process and secure the fairing on the frame rail of the unit. Benefits for this program include fewer units towed in reverse and an overall improved delivery process.

Some units will continue to be received with the fairing collapsed. It is the Dealer's responsibility to mount these fairings correctly. Claims for mounting of these collapsed fairings will not be covered under warranty.

Those units received with the fairing removed, DTNA warranty will reimburse for the re-installation of the roof fairing prior to delivery to the end customer.

If vehicle is drop shipped directly to customer:

Transporter notifies customer that roof fairing has been removed for transport and arranges for re-installation prior to or at delivery.

- If customer has facilities for re-installation of roof fairings, then fairings will be re-installed at final delivery location.
- If customer does not have facilities to re-install fairings, transporter will arrange with nearest authorized DTNA dealership to have fairings re-installed and shuttle units to customer location at no additional cost to our customer.

TRANSMISSIONS

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

The Detroit DT-12 Transmission is not covered under this Warranty. Please see www.ddcsn.com for coverage details.

ROUTINE MAINTENANCE

Routing maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

INITIAL OPERATING PERIOD

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles is as follows:

Make	Initial Operating Period
Freightliner, Sterling, Western Star	Up to 15,000 miles/ 24 000 km
Freightliner Custom Chassis Corporation (FCCC)	Up to 25,000 miles/ 40 000 km
Thomas Built Bus (TBB) bodies and TBB chassis[a]	Up to 6 months from date of in-service

[a] TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

See CONSUMABLE PARTS elsewhere in this section.

Exclusions from warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror

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mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.
- Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North America's routing standards will not be paid under warranty during or after the initial operating period.
- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, polishing exterior chromed or painted surfaces are considered as ordering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating period.

TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

1.7 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper warranty recognition, the ownership information should be updated in the Company system.

1.8 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

1.9 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

1.10 Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, Dealer should review the Owner's Warranty Information booklet with the Owner.

To initiate warranty for all makes except TBB Bodies and TBB Chassis, customer must complete and sign the Warranty Start Form (WAR275). Dealer must attach the Warranty Start Form to the Product Registration screen in OWL.

For TBB Bodies and TBB Chassis, customers should contact their TBB dealership to initiate warranty.

Coverage Descriptions

Axles

Coverage includes all factory-installed front axles; rear axles; steer axles; drive axles; tag axles; and pusher axles. Detroit axles are warranted directly through Detroit. *Excludes any axle installed by a dealer or body builder.*

Detroit Axle(s)

All warranty inquiries and claims are filed directly to Detroit Axles. Please see www.ddcsn.com for specific coverage details.

Drive Axle(s)

Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

Front Axle(s)

Coverage is for non-Detroit front axle(s) only. Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpin bearings, and steering arms. *Excludes tag axle(s), pusher axle(s), wheel end equipment, steering linkage components, driveline(s), U-joints, and kingpin bushings/kingpin seals.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Rear Axle(s)

Coverage is for non-Detroit rear axle(s) only. Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes tag axle(s), pusher axle(s), suspension and torque rod brackets, wheel end equipment, wiring yokes, driveline(s), U-joints, and attaching hardware.*

Steer Axle(s)

Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery

Coverage includes Alliance Brand Batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed APU battery assemblies. *Excludes non-*

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Alliance Brand batteries, battery cables, battery mounting box and hardware.

Basic Chassis

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

Basic Vehicle

Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage backside of bumpers, and concealed or inner surfaces.*

Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. *Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

Corrosion

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.

Exclusions to corrosion warranty include, but are not limited to, the following:

- *Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)*
- *Surface rust caused by chips or scratches in the paint or chrome surfaces*
- *Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds*
- *Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.*
- *Corrosion caused by acid rain or other industrial fallout*
- *Corrosion due to improper prevention measures during storage or use*
- *Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna- Coat Rotors)*
- *Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature*
- *Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance*

Cowl Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.*

Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. Excludes all bolt-on items regardless if attached with conventional or huck bolts.

GHG14*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped so as to conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration Standards greenhouse gas and fuel efficiency standards, and (2) free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for all vehicle emission control items listed below.

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*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

GHG14 Tire*

Daimler Trucks North America LLC (DTNA) warrants that its vehicles are (1) designed, built and equipped with tires that conform, at the time of sale, with requirements of vehicle manufacturers whose vehicles are designed to meet applicable 2014 and later U.S. Environmental Protection Agency and National Highway Traffic and Safety Administration greenhouse gas and fuel efficiency standards, and (2) those tires are free from defects in material and workmanship which cause the vehicle to fail to conform with the vehicle manufacturer's requirements for a period of 2 years or 24,000 miles, whichever occurs first. Claims for failures under this coverage are filed directly to the tire manufacturer.

*Coverage name/description may vary, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14..."

Glider

An incomplete vehicle which may be ordered with or without engine and/or major drivetrain components; warranty coverage includes all components as specified in the specific build specification.

Hybrid Transmission – Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior for repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the PDCs due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, DC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please reference Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

Off Road On-Site Assistance

Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

Paint (Body, Cab, & Cowl)

Paint coverage *excludes lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Body Paint

Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel; peeling/ delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis (Chassis Paint)

Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.*

Towing/Roadside Assistance

Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

Transmission

Coverage does not include Allison transmissions, Detroit transmissions, or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, gauge senders, yoke(s), clutch assemblies, clutch and clutch control components including clutch brake, driveline(s), and U-joints.*

Wheel End Equipment

Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjustors, and attaching hardware.

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Exhibit B - DF2369E New Off-Highway Engine Warranty

Exhibit B - DF2369E New Off-Highway Engine Warranty

JOHN DEERE NEW OFF-HIGHWAY ENGINE WARRANTY

Warranty Duration

Unless otherwise provided in writing, John Deere* makes the following warranty to the first retail purchaser and each subsequent purchaser (if purchase is made prior to expiration of applicable warranty) of each John Deere new off-highway engine marketed as part of a product manufactured by a company other than John Deere or its affiliates and on each John Deere engine used in an off-highway repower application:

- 12 months, unlimited hours of use, or
- 24 months and prior to the accumulation of 2000 hours of use

Note: In the absence of a functional hour meter, hours of use will be determined on the basis of 12 hours of use per calendar day.

Warranty Coverage

This warranty applies to the engine and to integral components and accessories sold by John Deere, and delivered to the first retail purchaser on or after 1 May 2010.
All John Deere-warranted parts and components of John Deere engines which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects; without charge for parts or engine repair labor, including reasonable costs of labor to remove and reinstall non-engine parts or components of the equipment in which the engine is installed, and, when required, reasonable costs of labor for engine removal and reinstallation, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser.

Emissions Warranty

Emissions warranties appear in the Operator's Manual, that is furnished with the engine/machine.

Obtaining Warranty Service

Warranty service is to be performed by a local John Deere engine service outlet before the expiration of the warranty. An authorized service outlet is a John Deere engine distributor, a John Deere engine service dealer, or a John Deere equipment dealer selling and servicing equipment with an engine of the type covered by this warranty. Authorized service outlets will use only new or remanufactured parts or components furnished or approved by John Deere.
Authorized service locations can be found by using the dealer locator on www.johndeere.com, or by calling 1-800-JDENGINE (800-533-6446).
At the time of requesting warranty service, the purchaser must be prepared to present evidence of the engine's delivery date.
John Deere reimburses authorized service outlets for limited travel expenses incurred in making warranty service repairs in non-John Deere applications when travel is actually performed. Contact your local authorized service dealer for current travel reimbursement limits. If distances and travel times are greater than reimbursed by John Deere, the service outlet will charge the purchaser for the difference.

Purchaser's Responsibilities

The cost of normal maintenance and depreciation.
Periodic cleaning of the Diesel Exhaust Filter.
Consequences of negligence, misuse, or accident involving the engine, or improper application, installation, or storage of the engine.
Consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's judgment, has adversely affected the performance or reliability of the engine.
Consequences of any modification or alteration of the engine not approved by John Deere, including, but not limited to, tampering with fuel and air delivery systems.
Consequences of fuels, lubricants or coolant that fails to meet the specifications and requirements listed in the Operator's Manual.

*"John Deere" means John Deere Power Systems with respect to users in the United States, John Deere Limited with respect to users in Canada, and Deere & Company or its subsidiary responsible for marketing John Deere equipment in other countries where the user is located.

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Continued on next page

The effects of cooling system neglect as manifested in cylinder liner or block cavitation ("pitting", "erosion", "electrolysis").
Any premium for overtime labor requested by the purchaser.
Costs of transporting the engine or the equipment in which it is installed to and from the location at which the warranty service is performed, if such costs are in excess of the maximum amount payable to the service location were the warranty service performed at the engine's location.
Costs incurred in gaining access to the engine; i.e., overcoming physical barriers such as walls, fences, floors, decks or similar structures impeding access to the engine, rental of cranes or similar, or construction of ramps or lifts or protective structures for engine removal and reinstallation.
Incidental travel costs including meals, lodging, and similar.
Service outlet costs incurred in solving or attempting to solve non-warrantable problems.
Services performed by a party other than an authorized John Deere engine service dealer, unless required by law.
Charges by dealers for initial engine start-up and inspection, deemed unnecessary by John Deere when operation and maintenance instructions supplied with the engine are followed.
Costs of interpretation or translation services.
Periodic cleaning of the Diesel Exhaust Filter.
John Deere will not be responsible for the cost of Exhaust Filter or Diesel Particulate Filter (DPF) cleaning unless:

- The need for cleaning resulted from the failure of a part that is covered by the engine's Standard Product Warranty or Extended Warranty, or
- The engine is located in California and the need for cleaning was caused by a failure covered under applicable CARB emissions regulations.

No Representations or Implied Warranty

Where permitted by law, neither John Deere nor any company affiliated with it makes any guaranties, warranties, conditions, representations or promises, express or implied, oral or written, as to the nonoccurrence of any defect or the quality or performance of its engines other than those set forth herein, and DOES NOT MAKE ANY IMPLIED WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS otherwise provided for in the Uniform Commercial Code or required by any Sale of Goods Act or any other statute. This exclusion includes fundamental terms. In no event will a John Deere engine distributor or engine service dealer, John Deere equipment dealer, John Deere or any company affiliated with John Deere be liable for incidental or consequential damages or injuries including, but not limited to, loss of profits, loss of crops, rental of substitute equipment or other commercial loss, damage to the equipment in which the engine is installed or for damage suffered by purchaser as a result of fundamental breaches of contract or breach of fundamental terms, unless such damages or injuries are caused by the gross negligence or intentional acts of the foregoing parties.

Remedy Limitation

The remedies set forth in this warranty are the purchaser's exclusive remedies in connection with the performance of, or any breach of guaranty, condition, or warranty in respect of new John Deere engines. In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the cost of the engine.

No Seller's Warranty

No person or entity, other than John Deere, who sells the engine or product in which the engine has been installed makes any guaranty or warranty of its own on any engine warranted by John Deere unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the engine, in which case John Deere shall have no obligation to the purchaser. Neither original equipment manufacturers, engine or equipment distributors, engine or equipment dealers, nor any other person or entity, has any authority to make any representation or promise on behalf of John Deere or to modify the terms or limitations of this warranty in any way.

Additional Information

For additional information concerning the John Deere New Off-Highway Engine Warranty, see the Operator's Manual

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SCHWARZE INDUSTRIES

The People You Know. The Products You Trust.



WARRANTY 5yr Standard Hydraulic Component SCHWARZE

A7 Tornado™

8.4 Cubic Yard Regenerative Air Street Sweeper

*Sweeper shown with optional equipment

- PM 10 Certified
- WhisperWheel Fan Technology
- Schwarze Sweeps-in-Reverse
- DC Auxiliary Hydraulic Pump

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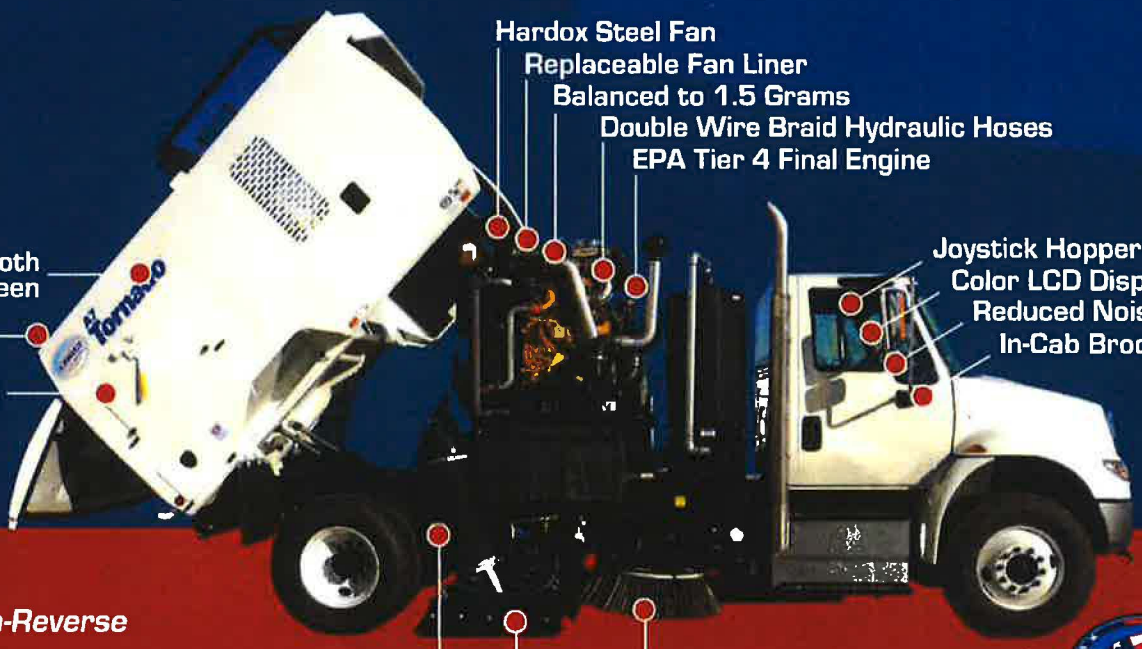
800.879.7933

www.schwarze.com

A7 Tornado™

8.4 Cubic Yard Regenerative Air Street Sweeper

40" Dump Height



Hardox Steel Fan
Replaceable Fan Liner
Balanced to 1.5 Grams
Double Wire Braid Hydraulic Hoses
EPA Tier 4 Final Engine

Large Saw Tooth Hopper Screen
Backup Camera
Liquid Tight Inspection Door

Joystick Hopper Control
Color LCD Display
Reduced Noise Levels
In-Cab Broom Tilt

Sweeps-In-Reverse

Bolt On Tubes
90"x36" Sweeping Head
42" Recessed Gutter Brooms

MADE IN THE USA

*Optional Equipment Shown

Increased hopper screen surface area through saw-tooth design.

Easy to use backlit switches with text and icon labels.



MUST HAVE OPTIONS

INCREASED WATER
Extra 350 gallon polyethylene water tank

INCREASED SIDE BROOM USABILITY
Add The Gutter Broom Extension Override (Schwarze GEO℠)

GREATER DURABILITY
Choose the Stainless Steel Hopper option

AT YOUR FINGERTIPS
In-cab down pressure control

CLEANING IN TIGHT AREAS
8" auxiliary hand hose

Shielded broom motor reduces entanglement of strings & twine.

Also available on short wheel base M2 chassis.





VALUE

We are dedicated to satisfying our customers by providing the most advanced training for their specific needs. Our training programs are designed to help operators of all skill levels learn the best operating practices for their Schwarze equipment.



PERFORMANCE

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology, but doesn't always have to be. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.



QUALITY

In a Schwarze product, end user concerns like fuel efficiency, serviceability, durability, purchase cost, service cost, etc. are all taken into account. We also consider the needs and strive for ease of use and application optimization. It should be obvious, because when it comes to cost of ownership, quality pays.



PUBLIC SAFETY

No other name speaks safety louder than Schwarze. Protecting operators, those around them, and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.



CUSTOMER SUPPORT

Being a Schwarze customer means having a complete set of services at your fingertips. Schwarze can offer you a long-term relationship, protect your revenue and provide a full range of customer solutions, delivered by passionate people. At Schwarze, we don't see effective service and support just as an added value to your purchase, but as an integral part of it.

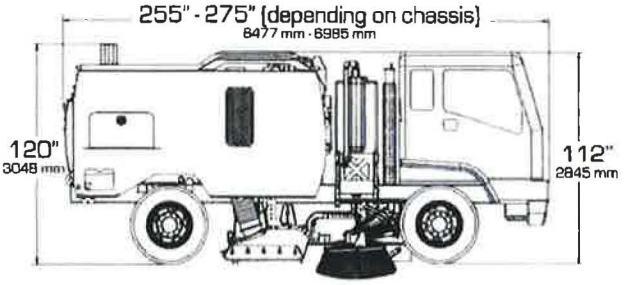


Also Available from Schwarze Industries, Inc:





A7 Tornado





*TYPICAL MEASUREMENTS SHOWN. EXACT DIMENSIONS DEPENDING ON OPTIONS AND TRUCK MANUFACTURER

SWEEPING PATH

Pickup head only	90 in (2286 mm)
Head and 1 broom	117 in (2972 mm)
Head and 2 brooms	144 in (3658 mm)

CHASSIS

Mounts on various chassis to meet requirements

SWEEPER BODY

Construction	Welded 10-gauge stainless steel plate
Safety props	Lift spacers

STANDARD ENGINE

Model/type	4045T in-line 4 cylinder
Aspiration	Tier 4 Final turbo-charged diesel
Manufacturer	John Deere
Displacement	275 cu in. (4.5 L)
Brake horsepower	115 hp (86 kw) @ 2400 rpm
Torque	317 ft lb (430 Nm) @1500 rpm
Air cleaner	Centrifugal precleaner; dry type with safety element and restriction indicator
Oil filter	Full-flow/spin-on
Stroke	5 in (127 mm)
Bore	4.20 in (106 mm)
Compression ratio	19 to 1
Safety shutdown	Three-point automatic
Throttle control	Electronic

SWEEPER ELECTRICAL SYSTEM

Voltage	12 V
Engine alternator	90 amp

DUST CONTROL SYSTEM

Type	High pressure/low volume
Capacity	250 gallon (946 L)
Tank construction	Polyethylene filter; 50 mesh; cleanable
Fill diameter	2.5 in (63.5 mm)
Fill hose	25 ft (7620 mm)
Controls	Electric; in-cab
Nozzles	2 on each broom; 5 around suction head; 2 inside suction nozzle; 2 on front axle; 2 inside hopper
Water level gauge	In-cab

INSTRUMENTATION

Auxiliary engine	Flat panel display; tachometer; hourmeter; voltmeter; temperature gauge; oil pressure gauge; warning icons

FAN SYSTEM

Type	Closed-face radial
Drive	Direct via 5 groove; banded power belt
Construction	Hardox steel
Balance	1.5 grams on 2 sides
Diameter	32.75 in (832 mm)
Housing lining	Bolt-in corded rubber
Mounting	2 regreasable sealed bearings
Vacuum enhancer	For heavy/light material; in-cab indicator

PICKUP HEAD

Type	Dual chambered full-width blast orifice
Operating direction	Forward and reverse
Suspension	Adjustable spring balanced
Length	90 in (2286 mm)
Pressure hose diam	14 in (355.6 mm)
Suction hose diam	14 in (355.6 mm)
Hose construction	3/8 in (9.5 mm) wire-reinforced molded rubber
Head area	3240 sq in (20903 sq cm)
Controls	Hydraulic raise and lower
Skids	Double wide tungsten carbide
Construction	Abrasion-resistant steel inlet and outlet transitions.

SIDE BROOMS

Type	Vertical steel digger
Location	Right; left; forward of pickup head
Diameter	42 in (1118 mm)
Drive	Hydraulic
Suspension	Torque-sensing spring
Wear adjustment	Automatic
Pressure	Manual
Speed	Variable; non-reversing
Segments	5 each side; disposable
Tilt angle adjustment	In-cab controls

DEBRIS HOPPER

Volumetric capacity	8.4 cu yd (6.4 cu m)
Usable Capacity	7.0 cu yd (5.4 cu m)
Dump angle	51 degrees
Floor angle	3 degrees
Lifting	Twin hydraulic cylinders
Hopper dump door	Hydraulic open, close, lock
Inspection doors	1 on each side, pressure vessel lock
Hopper dump height	40 in (1016 mm)
Debris screens	Sawtooth drop down

HYDRAULIC SYSTEM

Type	Dual output 2 section
Pump capacity	8 gpm @ 1800 rpm (30 lpm) per section for 16 gpm total
Drive	Direct gear
Maximum pressure	2750 psi (190 bar)
Reservoir	25 gal (94 L)
Filter	10 micron; spin on
Protection	Pressure relief valve
Controls	Electro-hydraulic

AUXILIARY HYDRAULIC SYSTEM

Type	Gear type; driven by electric motor
Function	Lower hopper; open/close hopper door; raise brooms and pickup head

PAINT

One coat of sealer/primer and two coats of Dupont imron elite polyurethane in standard white color

Note: Design and specifications subject to change without notice.

*Ask us about our optional:



Affiliates:

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ABOUT MME

At a Glance

Founded: 1992

Employees: 35+

Locations: 5

Average Years of Experience With Product Lines: 17

Industries Served

Municipal:
- Cities
- Counties
- States
- Special Districts

Industry:
- Power
- Sanitary
- Water/Wastewater
- Trucking

Contractor:
- Sweeping
- Plumbing
- Excavation
- HD Vehicle Maintenance

Agriculture:
- Vineyards
- Farms

Truck/Bus/RV Maintenance

Corporate Executives

Helen Mackenzie Wheeler
President/CFO

James Wheeler
Vice President/Operations

Frank Wheeler
Vice President

Bob Egli
Vice President

Nancy Steffan
Corporate Secretary

We are dedicated to making a difference, one relationship at a time.

Corporate Overview

Municipal Maintenance Equipment, Inc. (MME) is a distributor for municipal and industrial equipment serving the western states of California, Nevada, and Utah from our four facilities in California and our facility in Nevada.

Headquartered in Sacramento, California, MME began with Tiger Mowers and vehicle lifts, that same year adding the Vac-Con and GO-4 lines, all of which we still represent to this day. In 1996 MME opened an office in Southern California, in 2005 MME opened an office in the northern part of California, in 2008 MME opened an office in the San Francisco Bay Area, and in 2018 MME opened an office in Las Vegas, Nevada. MME currently represents leading manufacturers of sewer, storm, and culvert cleaners, hydro-excavators, industrial vacuum loaders, flood trucks, pipeline closed circuit video inspection equipment, sweepers for streets, parking lots and pathways, tractor and truck mounted mowers, leaf loaders, material spreaders, asphalt patchers, parking enforcement vehicles, heavy duty vehicle lifts, garage equipment, and more. To see our full product listing, see Products or visit us at www.source-mme.com.

Our Mission

To provide outstanding customer service:
- By understanding our customer needs
- By responding to our customer's requests in a timely and professional manner

To maintain vendor relationships:
- By being committed to our key product lines
- By exceeding our sales goals and objectives

To find and maintain the best qualified employees:
- By treating each employee on our team with respect
- By equipping our employees with the tools to be successful
- By holding each employee accountable for their performance

To provide profits to our company:
- By purchasing and selling responsibly
- By controlling expenses
- By being consistent and fair in policies and business transactions






PRODUCT LINES

Products and services that are setting industry-wide standards for quality, durability and performance.

Sewer/Storm Drain/Culvert Maintenance

Combination Sewer and Storm Drain Cleaners:

- Single Engine or Dual Engine
- Fan or PD Blowers
- 5 to 16 Yard Debris
- Truck and Trailer Mounted

High Pressure Jetters/Flushers:

- Truck and Trailer Mounted

Specialized Cleaning Nozzles

- Rotating
- Chain Scrapers
- Cutters
- High Pressure

Hydro-Excavators

To handle the toughest and challenging excavating jobs

Industrial Vacuum Loaders

Wet and Dry Vacuum Capabilities

Sewer CCTV Inspection

- Van, Truck, and Trailer Mounted
- Mainline 5.5" to 72" diameter
- Portable Push Systems 0.6" to 16"
- Lateral Launch
- Custom Applications

Street Sweepers

- Regenerative Air
- Mechanical
- Pure Vacuum
- For Streets, Runways, Bike Paths, Parking Lots

Mowers, Heavy Duty Roadside

- Tractor or Truck Mounted
- Boom Mowers
- Side Mowers
- Flail or Rotary

Leaf Loaders

- Truck and Trailer Mount
- Collect leaves, litter, grass, debris

Material Spreaders

- Ice and Snow Control
- V-Box design for salt, sand, mixtures, and chips

Vehicle Lifts, Heavy Duty

- Mobile Column
- In-Ground Piston and Scissor
- Platform
- 2-Post
- 4-Post

Garage Equipment

- Wheel Dollies
- Transmission Stands
- Axle Stands

Parking Enforcement Vehicles

Gas and Electric Task Specific Vehicles

Asphalt Patchers

- Truck, Trailer, and Slip-In
- Crack sealers, melt kettles, tack trailers

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At MME we understand the importance of uptime. Therefore all of our facilities carry a large stock of OEM genuine parts and trained parts specialists with the right knowledge and experience to assist you. The right part is just a phone call away.





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Return to Agenda

Madera City Council Agenda 02/20/2019

Agenda Item C-6

Regarding:

C-6 Consideration of a Resolution of the City Council of the City of Madera, California, Approving a Special Services Agreement Between the City of Madera and William C. Statler and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)

The report and supporting documents for item C-6 will be distributed prior to the scheduled meeting.

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 20, 2019

Agenda Number: E-1

SUBJECT: Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending December 31, 2018.

RECOMMENDATION: Staff recommends the City Council (Council) approve and accept the City of Madera (City) Investment Report for the quarter ending December 31, 2018 as presented by minute order.

SUMMARY: The Finance Department prepares a quarterly investment report and presents it to the Council for approval and acceptance. This investment report is for the quarter ended December 31, 2018.

DISCUSSION: The City's Investment Policy calls for a quarterly report to be presented to the Council, giving detailed information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. The Finance Director hereby submits the report for the quarter ending December 31, 2018.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we consider to be an independent source for such information. After reviewing the information included in the attached Investment Report, the Finance Director/Treasurer certifies that to the best of his knowledge: 1) all investment actions taken during this quarter have been made in full compliance with the City of Madera November 2018 Investment Policy and, 2) the City will meet its expenditure obligations for the next six months.

As can be seen in the summary information of the Council Investment Report, the yield to maturity at cost[1] for the City's investment portfolio was 2.14 percent as of December 31, 2018. As would be expected in a rising interest rate environment, the yield to maturity at cost on the City's investment portfolio is lagging its benchmark yields. For example, the quarterly apportionment rate for the Local Agency Investment Fund (LAIF) was 2.40 percent as of the same date, and the yield on the 2-Year U.S. Treasury note was 2.48 percent. Because the City's portfolio contains securities that were purchased in a lower interest rate environment, and the City expects to hold all or most investments until maturity, the overall

[1] The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time-period from purchase date to maturity, stated as a percentage, on an annualized basis.

yield on the City's investment portfolio will lag current market yields, such as the yield on the 2-year U.S. Treasury note. Further, since the overall duration of the City's portfolio is longer than that of LAIF, in a rising interest rate environment, the yield on the City's portfolio would be expected to lag the yield on LAIF as well. Over time, the yield to maturity at cost on the City's investment portfolio is expected to increase as long as interest rates remain at current levels or increase, and new securities are purchased at significantly higher yields than the investments that will be maturing in 2019 and 2020.

The Total Market Value of the City's investments equaled $68.7 million as of December 31, 2018, with Federal Agency Securities, LAIF, Medium Term Notes and Negotiable Certificates of Deposit Securities making up 81.7 percent of that total. The market value of the City's portfolio is currently less than the cost value (also known as book value) of $69.2 million as of December 31, 2018. This is also due to the rising interest rate environment, in which the market values of fixed income holdings will decrease as interest rates increase. It is important to note, however, that these changes in market value are unrealized. We expect the securities to repay the full par amount at maturity.

The Portfolio Holdings Distribution by Maturity Range report is on the second page of the Council Investment Report and reflects the percentages of holdings for each maturity range as of December 31, 2018. All holdings are in line with the November 2018 investment policy.

FINANCIAL IMPACT: There is no fiscal impact of the Council's acceptance of this Investment Report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES: As an alternative to approving and accepting this Investment Report, the City Council could choose not to accept this report and direct staff to modify the report and bring it back for reconsideration at another City Council meeting.

ATTACHMENTS:

1) Council Investment Report by Asset Class
2) Council Investment Report by Maturity
3) Portfolio Holdings Council Investment Report

CITY OF MADERA

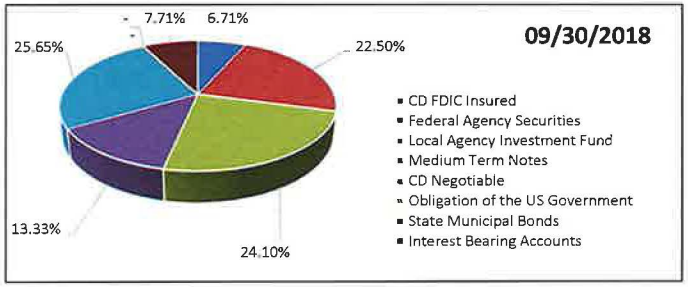
Council Investment Report

December 31, 2018

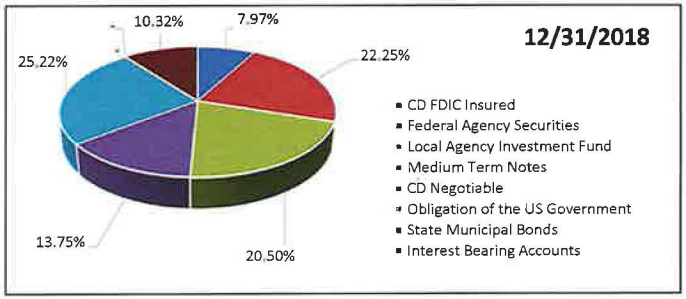
Benchmark Performance	Beginning Balance 9/30/2018	Ending Balance 12/31/2018
Weighted Average Yield	2.030	2.144
LAIF	2.160	2.400
2 Year Treasury	2.810	2.480

Investment Policy Compliance

Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	6.71%	2.130	928	2.450	4,726,000.00	4,726,000.00
Federal Agency Securities	22.50%	1.726	977	2.600	16,293,826.85	15,856,087.00
Local Agency Investment Fund	24.10%	2.160	1	0.000	16,984,651.83	16,984,651.83
Medium Term Notes	13.33%	2.253	746	1.970	9,506,336.88	9,396,985.00
CD Negotiable	25.65%	2.034	668	1.770	18,291,000.00	18,072,767.77
Obligation of the US Government	-	-	-	-	-	-
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	7.71%	-	-	-	5,433,756.10	5,433,756.10
Total / Average	**100.00%**	**2.030%**	**599**	**1.590**	**71,235,571.66**	**70,470,247.70**



Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	7.97%	2.249	796	2.110	5,473,000.00	5,473,000.00
Federal Agency Securities	22.25%	1.776	951	2.530	15,544,621.16	15,278,743.00
Local Agency Investment Fund	20.50%	2.400	1	0.000	14,076,961.68	14,076,961.68
Medium Term Notes	13.75%	2.253	655	1.740	9,505,594.02	9,440,820.00
CD Negotiable	25.22%	2.168	658	1.740	17,542,000.00	17,317,849.20
Obligation of the US Government	-	-	-	-	-	-
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	10.32%	-	-	-	7,087,600.28	7,087,600.28
Total / Average	**100.00%**	**2.144%**	**592**	**1.570**	**69,229,777.14**	**68,674,974.16**



Investment Policy Compliance	Max	Max Maturity	Compliance
CD FDIC Insured	30%	5 Years	Yes
Federal Agency Securities	90%	5 Years	Yes
Local Agency Investment Fund	65M	n/a	Yes
Medium Term Notes	30%	5 Years	Yes
CD Negotiable	30%	5 Years	Yes
Obligation of the US Government	90%	5 Years	Yes
State Municipal Bonds	20%	5 Years	Yes
Interest Bearing Accounts	20%	n/a	Yes

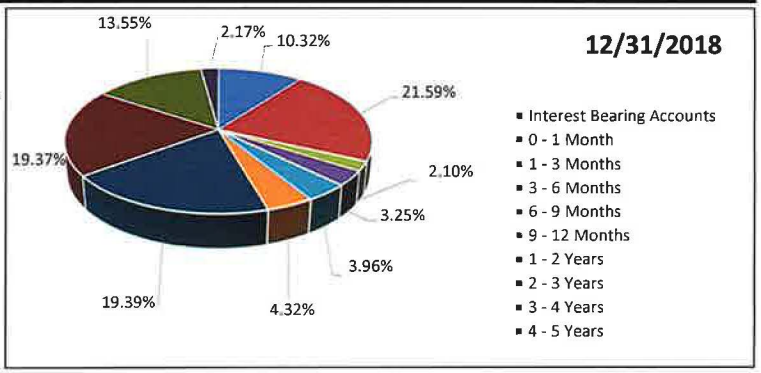
CITY OF MADERA

Council Investment Report

December 31, 2018

Investment Policy Compliance - by Maturity Range

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
Interest Bearing Accounts	10.32%	-	-	-	7,087,600.28	7,087,600.28
0 - 1 Month	21.59%	2.364	2	0.000	14,824,048.91	14,823,661.74
1 - 3 Months	2.10%	1.534	61	0.170	1,446,151.13	1,443,794.24
3 - 6 Months	3.25%	1.610	138	0.380	2,235,000.00	2,229,360.79
6 - 9 Months	3.96%	1.523	216	0.590	2,738,369.64	2,719,557.64
9 - 12 Months	4.32%	1.828	344	0.940	2,993,487.58	2,965,476.00
1 - 2 Years	19.39%	2.014	575	1.550	13,467,621.16	13,314,717.26
2 - 3 Years	19.37%	2.172	923	2.460	13,475,017.51	13,300,787.70
3 - 4 Years	13.55%	2.269	1297	3.410	9,465,000.00	9,302,242.28
4 - 5 Years	2.17%	3.236	1647	4.210	1,497,480.93	1,487,776.23
Total/Average	**100.00%**	**2.144**	**592**	**1.570**	**69,229,777.14**	**68,674,974.16**



City of Madera
Portfolio Holdings
Council Investment Report
Report Format: By Transaction
Group By: Asset Class
Average By: Market Value
Portfolio / Report Group: Report Group: Quarterly Report with Bank Accounts
As of 12/31/2018

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
FDIC Insured Certificate of Deposit										
Allegiance Bank 1.5 6/29/2019	CD-58629	0.36	Certificate Of Deposit	12/29/2016	1.500	249,000.00	249,000.00	249,000.00	6/29/2019	180
Banc of California 2.6 12/28/2022	CD-BANCOFCA	0.36	Certificate Of Deposit	12/28/2017	2.600	249,000.00	249,000.00	249,000.00	12/28/2022	1,458
Dickinson County Bank 2.5 7/24/2022	CD-12425	0.36	Certificate Of Deposit	7/24/2017	2.500	249,000.00	249,000.00	249,000.00	7/24/2022	1,301
First Community Bank 2.1 8/19/2021	CD-16197	0.36	Certificate Of Deposit	8/19/2016	2.100	249,000.00	249,000.00	249,000.00	8/19/2021	962
First Internet Bank of Indiana 1.65 1/30/2020	CD-34607B	0.36	Certificate Of Deposit	1/30/2017	1.650	249,000.00	249,000.00	249,000.00	1/30/2020	395
First Republic Bank 2.23 7/10/2022	CD-3510	0.36	Certificate Of Deposit	7/13/2017	2.230	249,000.00	249,000.00	249,000.00	7/10/2022	1,287
First Utah Bank 2.23 1/7/2020	CD-1813	0.36	Certificate Of Deposit	1/7/2015	2.230	249,000.00	249,000.00	249,000.00	1/7/2020	372
Home City Federal Savings Bank 1.83 2/9/2019	CD-2855	0.36	Certificate Of Deposit	2/9/2015	1.830	249,000.00	249,000.00	249,000.00	2/9/2019	40
IDB Bank 2.1 9/30/2021	CD-IDB093016	0.36	Certificate Of Deposit	9/30/2016	2.100	248,000.00	248,000.00	248,000.00	9/30/2021	1,004
Kansas State Bank 2.05 6/13/2021	CD-19899	0.36	Certificate Of Deposit	6/13/2016	2.050	249,000.00	249,000.00	249,000.00	6/13/2021	895
Latino Credit Union 2.15 5/22/2022	CD-8104945	0.36	Certificate Of Deposit	5/22/2017	2.150	249,000.00	249,000.00	249,000.00	5/22/2022	1,238
Midwest Regional Bank 3 5/15/2020	CD-8889	0.36	Certificate Of Deposit	10/23/2018	3.000	249,000.00	249,000.00	249,000.00	5/15/2020	501
Midwest Regional Bank 3 5/15/2020	CD-1027655	0.36	Certificate Of Deposit	10/23/2018	3.000	249,000.00	249,000.00	249,000.00	5/15/2020	501
Origin Bank 3 8/22/2020	CD-12614	0.36	Certificate Of Deposit	8/22/2018	3.000	246,000.00	246,000.00	246,000.00	8/22/2020	600
Pentagon Federal Credit Union 2.25 10/16/2022	CD-1234C	0.36	Certificate Of Deposit	10/16/2017	2.250	249,000.00	249,000.00	249,000.00	10/16/2022	1,385
Rio Grande Credit Union 2.13 6/13/2021	CD-62573	0.36	Certificate Of Deposit	6/13/2016	2.130	249,000.00	249,000.00	249,000.00	6/13/2021	895
Security State Bank 1.935 10/26/2021	CD-SECSTBK16	0.36	Certificate Of Deposit	10/26/2016	1.935	249,000.00	249,000.00	249,000.00	10/26/2021	1,030

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
SouthEast Bank 2.485 7/24/2022	CD-57348B	0.36	Certificate Of Deposit	8/8/2017	2.485	249,000.00	249,000.00	249,000.00	7/24/2022	1,301
Start Community Bank 1.49 4/26/2019	CD-START102616	0.36	Certificate Of Deposit	10/26/2016	1.490	249,000.00	249,000.00	249,000.00	4/26/2019	116
State Bank of Chandler 2 8/22/2021	CD-8858	0.36	Certificate Of Deposit	8/22/2016	2.000	249,000.00	249,000.00	249,000.00	8/22/2021	965
Triumph Savings Bank 3 10/4/2020	CD-23498	0.36	Certificate Of Deposit	10/4/2018	3.000	249,000.00	249,000.00	249,000.00	10/4/2020	643
Vibrant Credit Union 2.25 3/22/2020	CD-61093	0.36	Certificate Of Deposit	3/23/2016	2.250	248,000.00	248,000.00	248,000.00	3/22/2020	447
Sub Total / Average		**7.97**			**2.249**	**5,473,000.00**	**5,473,000.00**	**5,473,000.00**		**796**
Federal Agency Securities										
FFCB 1.54 12/14/2020-17	3133EGEU5	0.71	FFCB Bond	6/14/2016	1.540	500,000.00	500,000.00	490,030.00	12/14/2020	714
FFCB 1.59 9/14/2020-18	3133EHYL1	1.86	FFCB Bond	10/26/2017	1.840	1,300,000.00	1,290,900.00	1,278,368.00	9/14/2020	623
FFCB 2.05 8/8/2022	3133EHTY9	1.43	FFCB Bond	8/8/2017	2.050	1,000,000.00	1,000,000.00	978,850.00	8/8/2022	1,316
FFCB 3.27 5/6/2022-19	3133EJQ93	0.36	FFCB Bond	11/6/2018	3.270	250,000.00	250,000.00	250,150.00	5/6/2022	1,222
FHLB 1.45 6/15/2020-16	3130A8EM1	0.72	FHLB Bond	6/15/2016	1.450	500,000.00	500,000.00	492,150.00	6/15/2020	532
FHLB 2.1 5/18/2022-18	3130ABCS3	1.44	FHLB Bond	5/18/2017	2.100	1,000,000.00	1,000,000.00	985,810.00	5/18/2022	1,234
FHLB 2.125 8/26/2022-18	3130AC6U3	1.43	FHLB Bond	8/30/2017	2.125	1,000,000.00	1,000,000.00	979,550.00	8/26/2022	1,334
FHLB 2.15 12/28/2021-17	3130AAEX2	1.43	FHLB Bond	12/28/2016	2.150	1,000,000.00	1,000,000.00	982,480.00	12/28/2021	1,093
FHLB Step 11/23/2021-17	3130A9W80	1.43	FHLB Bond	11/23/2016	1.378	1,000,000.00	1,000,000.00	981,700.00	11/23/2021	1,058
FHLMC 1.4 12/27/2019-17	3134G9SN8	1.44	FHLMC Bond	6/27/2016	1.400	1,000,000.00	1,000,000.00	987,950.00	12/27/2019	361
FHLMC 2.25 7/26/2022-18	3134GBYP1	1.46	FHLMC Bond	7/26/2017	2.250	1,000,000.00	1,000,000.00	1,000,500.00	7/26/2022	1,303
FHLMC 2.35 11/22/2022-18	3134GBX64	1.43	FHLMC Bond	11/22/2017	2.350	1,000,000.00	1,000,000.00	982,070.00	11/22/2022	1,422
FHLMC Step 6/30/2021-16	3134G9WX1	1.43	FHLMC Bond	6/30/2016	1.348	1,000,000.00	1,000,000.00	984,750.00	6/30/2021	912
FNMA 1.25 6/30/2020-16	3136G3WT8	1.43	FNMA Bond	6/30/2016	1.250	1,000,000.00	1,000,000.00	981,390.00	6/30/2020	547
FNMA 1.375 12/30/2020-16	3136G3WP6	1.42	FNMA Bond	6/30/2016	1.375	1,000,000.00	1,000,000.00	977,630.00	12/30/2020	730
FNMA 1.375 5/26/2020-17	3136G3QB4	0.72	FNMA Bond	5/26/2016	1.375	500,000.00	500,000.00	492,010.00	5/26/2020	512
FNMA 1.55 10/28/2021-17	3136G4DX8	1.40	FNMA Bond	10/28/2016	1.550	1,000,000.00	1,000,000.00	964,310.00	10/28/2021	1,032
FNMA 1.75 6/16/2021-16	3136G3QC2	0.71	FNMA Bond	6/16/2016	1.750	500,000.00	500,000.00	489,045.00	6/16/2021	898
Sub Total / Average		**22.25**			**1.776**	**15,550,000.00**	**15,540,900.00**	**15,278,743.00**		**951**
Interest Bearing Accounts										
Union Bank - General Fund Cash	CASH2166	6.93	Cash	6/30/2013	0.000	4,758,166.75	4,758,166.75	4,758,166.75	N/A	1
Union Bank - Parking Fines Cash	CASH3596	0.15	Cash	6/30/2013	0.000	101,040.65	101,040.65	101,040.65	N/A	1
	CASH6508	0.27	Cash	6/30/2013	0.000	185,352.16	185,352.16	185,352.16	N/A	1

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Union Bank - Special Program Cash										
Union Bank - Trust MM	MM4900	2.97	Money Market	6/30/2013	0.000	2,043,040.72	2,043,040.72	2,043,040.72	N/A	1
Sub Total / Average		**10.32**			**0.000**	**7,087,600.28**	**7,087,600.28**	**7,087,600.28**		**1**
Local Agency Investment Fund										
LAIF LGIP	LGIP0502	20.50	Local Government Investment Pool	6/30/2013	2.400	14,076,961.68	14,076,961.68	14,076,961.68	N/A	1
Sub Total / Average		**20.50**			**2.400**	**14,076,961.68**	**14,076,961.68**	**14,076,961.68**		**1**
Medium Term Notes										
Apple Inc 1.1 8/2/2019	037833CB4	1.44	Corporate Bond	11/8/2016	1.212	1,000,000.00	997,000.00	990,060.00	8/2/2019	214
Apple Inc. 2.25 2/23/2021-21	037833BS8	1.44	Corporate Bond	1/24/2017	2.279	1,000,000.00	998,903.00	988,280.00	2/23/2021	785
Microsoft Corp 1.55 8/8/2021-21	594918BP8	1.41	Corporate Bond	10/12/2016	1.637	1,000,000.00	996,000.00	971,470.00	8/8/2021	951
Royal Bank of Canada 1.5 7/29/2019	78012KRK5	0.72	Corporate Bond	12/13/2016	1.853	500,000.00	495,500.00	496,320.00	7/29/2019	210
Royal Bk CDA MTN 2.5 1/19/2021	78012KKU0	1.44	Corporate Bond	1/25/2016	2.301	1,000,000.00	1,009,300.00	988,540.00	1/19/2021	750
Toronto Dominion Bank 3.25 6/11/2021	89114QBZ0	1.46	Corporate Bond	6/26/2018	3.177	1,000,000.00	1,002,050.00	1,004,100.00	6/11/2021	893
Toronto-Dominion Bank 1.95 1/22/2019	89114QBE7	0.73	Corporate Bond	3/24/2016	1.652	500,000.00	504,100.00	499,705.00	1/22/2019	22
Toyota Motor Credit Corp 1.7 2/19/2019	89236TCU7	0.73	Corporate Bond	3/24/2016	1.473	500,000.00	503,210.00	499,075.00	2/19/2019	50
Toyota Motor Credit Corp 2.95 4/13/2021	89236TEU5	0.73	Corporate Bond	6/26/2018	2.958	500,000.00	499,905.50	500,075.00	4/13/2021	834
Walmart Inc. 3.125 6/23/2021	931142EJ8	1.47	Corporate Bond	6/27/2018	3.027	1,000,000.00	1,002,785.55	1,007,110.00	6/23/2021	905
Walmart Inc. 5 yr 3.4 6/26/2023-23	931142EK5	0.74	Corporate Bond	6/27/2018	3.328	500,000.00	501,650.00	505,155.00	6/26/2023	1,638
Wells Fargo Bank NA 2.15 12/6/2019	94988J5G8	1.44	Corporate Bond	1/31/2017	2.096	1,000,000.00	1,001,490.00	990,930.00	12/6/2019	340
Sub Total / Average		**13.75**			**2.253**	**9,500,000.00**	**9,511,894.05**	**9,440,820.00**		**655**
Negotiable Certificate of Deposit Securties										
Ally Bank 1.8 3/23/2020	02006LZ22	0.36	Certificate Of Deposit	3/23/2017	1.800	247,000.00	247,000.00	244,031.06	3/23/2020	448
American Eagle Bank 2 3/8/2022	02554BCU3	0.35	Negotiable Certificate Of Deposit	9/8/2017	2.000	249,000.00	249,000.00	239,552.94	3/8/2022	1,163
American Exp 2.35 5/10/2022	02587CEU0	0.35	Negotiable Certificate Of Deposit	5/10/2017	2.350	247,000.00	247,000.00	238,204.33	5/10/2022	1,226
American Express Centurion Bank 2.2 11/29/2019	02587DWK0	0.36	Negotiable Certificate Of Deposit	12/1/2014	2.200	247,000.00	247,000.00	245,695.84	11/29/2019	333

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Banco Popular 2.25 10/7/2020	05965GVP8	0.36	Negotiable Certificate Of Deposit	10/7/2015	2.250	247,000.00	247,000.00	243,900.15	10/7/2020	646
Bank Hapoalim 3 8/23/2021	06251AU32	0.36	Negotiable Certificate Of Deposit	8/23/2018	3.000	246,000.00	246,000.00	245,020.92	8/23/2021	966
Bank of Baroda 2.3 4/18/2022	06062Q3D4	0.35	Certificate Of Deposit	4/17/2017	2.300	247,000.00	247,000.00	239,473.91	4/18/2022	1,204
Bar HBR Bank 3 6/29/2021	066851WF9	0.36	Negotiable Certificate Of Deposit	6/29/2018	3.000	249,000.00	249,000.00	248,200.71	6/29/2021	911
Barclays Bank 1.9 4/15/2019	06740KGG6	0.36	Negotiable Certificate Of Deposit	4/15/2014	1.900	247,000.00	247,000.00	246,651.73	4/15/2019	105
Beneficial Mutual 1.55 11/16/2021	08173QBU9	0.34	Certificate Of Deposit	11/16/2016	1.550	248,000.00	248,000.00	236,296.88	11/16/2021	1,051
BMW 2.2 9/30/2020	05580ACZ5	0.36	Negotiable Certificate Of Deposit	9/30/2015	2.200	247,000.00	247,000.00	243,961.90	9/30/2020	639
Boston Private Bank & Trust 2.4 3/23/2020	101120DX8	0.36	Negotiable Certificate Of Deposit	3/23/2018	2.400	248,000.00	248,000.00	246,797.20	3/23/2020	448
Capital One Bank 2.1 10/1/2019	140420PN4	0.36	Negotiable Certificate Of Deposit	10/1/2014	2.100	248,000.00	248,000.00	246,844.32	10/1/2019	274
Capital One NA 2.25 7/22/2020	14042E4Y3	0.36	Negotiable Certificate Of Deposit	7/22/2015	2.250	248,000.00	248,000.00	245,321.60	7/22/2020	569
Carver Federal Savings Bank 2.15 12/29/2020	147005BD3	0.35	Negotiable Certificate Of Deposit	12/29/2017	2.150	247,000.00	247,000.00	242,679.97	12/29/2020	729
Charter Bankshares 2.5 11/3/2020	16116PHZ7	0.36	Negotiable Certificate Of Deposit	4/30/2018	2.500	247,000.00	247,000.00	244,767.12	11/3/2020	673
Cit Bank Salt Lake City 2 5/28/2020	17284DBB7	0.36	Certificate Of Deposit	5/28/2015	2.000	247,000.00	247,000.00	244,073.05	5/28/2020	514
Citibank,N.A 2.75 4/12/2021	17312QH93	0.36	Negotiable Certificate Of Deposit	4/11/2018	2.750	246,000.00	246,000.00	244,098.42	4/12/2021	833
Citizens Deposit Bank of Arlington 2.05 8/22/2022	17453FBZ4	0.34	Negotiable Certificate Of Deposit	8/21/2017	2.050	247,000.00	247,000.00	235,944.28	8/22/2022	1,330
Comenity Bank Utah 1.75 1/2/2019	20033AEC6	0.36	Negotiable Certificate Of Deposit	1/2/2014	1.750	247,000.00	247,000.00	246,995.06	1/2/2019	2
Commerce St Bank 1.65 9/26/2019	20070PHK6	0.36	Certificate Of Deposit	6/26/2015	1.650	249,000.00	249,000.00	247,466.16	9/26/2019	269
Compass Bank 3.1 12/4/2020	20451PWF9	0.36	Negotiable Certificate Of Deposit	12/4/2018	3.100	246,000.00	246,000.00	246,292.74	12/4/2020	704
Covenant Bank 2.45 3/30/2020	22285EAP4	0.36	Negotiable Certificate Of Deposit	3/28/2018	2.450	247,000.00	247,000.00	245,918.14	3/30/2020	455
Discover Greenwood 2.25 7/19/2022	2546725U8	0.35	Negotiable Certificate Of Deposit	7/19/2017	2.250	247,000.00	247,000.00	238,036.37	7/19/2022	1,296
Enerbank 1.65 7/1/2019	29266NM95	0.36	Certificate Of Deposit	6/30/2015	1.650	249,000.00	249,000.00	247,874.52	7/1/2019	182
Everbank 1.5 3/29/2019	29976DVY3	0.36	Negotiable Certificate Of Deposit	3/30/2015	1.500	248,000.00	248,000.00	247,422.16	3/29/2019	88
Fidelity Bank 1.8 6/20/2019	31617CAE3	0.36		12/20/2017	1.800	249,000.00	249,000.00	248,128.50	6/20/2019	171

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
			Negotiable Certificate Of Deposit							
First Bank 1.5 2/28/2019	319234AJ9	0.36	Certificate Of Deposit	6/30/2015	1.500	249,000.00	249,000.00	248,731.08	2/28/2019	59
First Bank of Highland 2.15 7/27/2022	319141GY7	0.35	Negotiable Certificate Of Deposit	7/27/2017	2.150	247,000.00	247,000.00	237,115.06	7/27/2022	1,304
First Bank Puerto Rico 1.7 1/31/2020	33767AU58	0.36	Certificate Of Deposit	1/31/2017	1.700	249,000.00	249,000.00	246,193.77	1/31/2020	396
First Federal Savings and Loan Assoc. 1.95 12/20/2	32023HAF5	0.36	Negotiable Certificate Of Deposit	12/20/2017	1.950	249,000.00	249,000.00	247,179.81	12/20/2019	354
First National Bank Omaha 2.3 2/21/2020	332135HH8	0.36	Negotiable Certificate Of Deposit	2/21/2018	2.300	248,000.00	248,000.00	246,680.64	2/21/2020	417
Goldman Sachs Bank 2.35 3/15/2022	38148PGZ4	0.35	Certificate Of Deposit	3/15/2017	2.350	247,000.00	247,000.00	240,214.91	3/15/2022	1,170
Horicon Bank 2.4 2/26/2021	440392FT0	0.35	Negotiable Certificate Of Deposit	2/27/2018	2.400	247,000.00	247,000.00	243,477.78	2/26/2021	788
HSBC Bank USA 1.25 5/10/2019-17	40434YCW5	0.36	Certificate Of Deposit	11/10/2016	1.250	249,000.00	249,000.00	247,675.32	5/10/2019	130
Iberia Bank Lafayette LA 3 10/30/2020	45083AKV3	0.36	Negotiable Certificate Of Deposit	10/31/2018	3.000	246,000.00	246,000.00	245,977.86	10/30/2020	669
Industrial and Commercial Bank of China-NY 2.9 3/2	45581EAS0	0.35	Negotiable Certificate Of Deposit	3/29/2018	2.900	249,000.00	249,000.00	243,285.45	3/29/2023	1,549
Investors Community Bank 1.75 3/30/2020	46147UTD2	0.36	Negotiable Certificate Of Deposit	9/29/2017	1.750	249,000.00	249,000.00	245,767.98	3/30/2020	455
Investors Saving Bank 2.75 6/1/2020	46176PHV0	0.36	Negotiable Certificate Of Deposit	5/30/2018	2.750	246,000.00	246,000.00	245,603.94	6/1/2020	518
Key Bank 1.5 7/25/2019	49306SWV4	0.36	Certificate Of Deposit	1/25/2017	1.500	248,000.00	248,000.00	246,504.56	7/25/2019	206
LCA Bank Corp. 2.15 7/20/2022	501798KX9	0.35	Negotiable Certificate Of Deposit	7/20/2017	2.150	247,000.00	247,000.00	237,203.98	7/20/2022	1,297
Live Oak Bank 1.8 4/7/2020	538036CN2	0.36	Certificate Of Deposit	4/7/2017	1.800	249,000.00	249,000.00	245,850.15	4/7/2020	463
Marlin Business 2.1 4/26/2022	57116ANS3	0.35	Certificate Of Deposit	4/26/2017	2.100	247,000.00	247,000.00	237,843.71	4/26/2022	1,212
MB Finl Bank 1.2 6/10/2019	55266CRX6	0.36	Negotiable Certificate Of Deposit	6/10/2016	1.200	249,000.00	249,000.00	247,510.98	6/10/2019	161
Medallion Bank 3.1 6/29/2022	58404DCG4	0.36	Negotiable Certificate Of Deposit	6/29/2018	3.100	249,000.00	249,000.00	247,125.03	6/29/2022	1,276
Mercantil Commerce Bank 1.9 4/17/2019	58733AAU3	0.36	Negotiable Certificate Of Deposit	4/17/2014	1.900	247,000.00	247,000.00	246,641.85	4/17/2019	107
Merrick Bank 1.8 6/19/2020	59013JYV5	0.36	Negotiable Certificate Of Deposit	6/19/2017	1.800	249,000.00	249,000.00	245,128.05	6/19/2020	536
Morgan Stanley Bank 1.7 8/12/2019	61747MXT3	0.36	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	245,666.20	8/12/2019	224
Morgan Stanley Private Bank 1.7 8/12/2019	61760ACV9	0.36	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	245,666.20	8/12/2019	224
	619165GX5	0.36	Certificate Of Deposit	12/16/2016	1.600	249,000.00	249,000.00	244,448.28	6/16/2020	533

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Morton Community Bank 1.6 6/16/2020										
Northfield Bank 1.85 10/26/2020	66612ABW7	0.35	Negotiable Certificate Of Deposit	10/25/2017	1.850	247,000.00	247,000.00	241,995.78	10/26/2020	665
Pacific Premier Bank 2.4 2/22/2021	69478QEX4	0.36	Negotiable Certificate Of Deposit	2/21/2018	2.400	248,000.00	248,000.00	244,495.76	2/22/2021	784
Pinnacle Natl Bank 3.05 12/14/2020	72345SHH7	0.36	Negotiable Certificate Of Deposit	12/14/2018	3.050	249,000.00	249,000.00	249,024.90	12/14/2020	714
Sallie Mae 2.2 11/4/2020	795450WV3	0.35	Negotiable Certificate Of Deposit	11/4/2015	2.200	247,000.00	247,000.00	243,658.09	11/4/2020	674
Southern First Bank 2.25 2/18/2020	84287PFL1	0.36	Negotiable Certificate Of Deposit	2/16/2018	2.250	247,000.00	247,000.00	245,567.40	2/18/2020	414
Southern States Bank 2.25 8/24/2020	843879BF3	0.36	Negotiable Certificate Of Deposit	2/23/2018	2.250	249,000.00	249,000.00	246,226.14	8/24/2020	602
State Bank India 2.4 3/14/2022	8562846Z2	0.35	Certificate Of Deposit	3/14/2017	2.400	247,000.00	247,000.00	240,597.76	3/14/2022	1,169
Stearns Bank 1.75 5/26/2020	857894TQ2	0.36	Negotiable Certificate Of Deposit	5/24/2017	1.750	249,000.00	249,000.00	245,195.28	5/26/2020	512
Synchrony Bank 2.2 9/18/2020	87164YKB9	0.36	Negotiable Certificate Of Deposit	9/18/2015	2.200	247,000.00	247,000.00	244,023.65	9/18/2020	627
Texas Exchange Bank 3.1 5/25/2023	88241TCG3	0.36	Negotiable Certificate Of Deposit	5/25/2018	3.100	249,000.00	249,000.00	244,951.26	5/25/2023	1,606
Third Federal S&L 2 7/28/2021	88413QBN7	0.35	Negotiable Certificate Of Deposit	7/28/2017	2.000	247,000.00	247,000.00	240,042.01	7/28/2021	940
Townbank Ports V 2.8 4/30/2021	89214PBL2	0.36	Negotiable Certificate Of Deposit	4/30/2018	2.800	246,000.00	246,000.00	244,295.22	4/30/2021	851
TriState Capital Bank 2.45 9/28/2020	89677DEZ5	0.36	Negotiable Certificate Of Deposit	3/28/2018	2.450	247,000.00	247,000.00	244,811.58	9/28/2020	637
UBS Bank Salt Lake City 3.25 6/13/2023	90348JCW8	0.36	Negotiable Certificate Of Deposit	6/13/2018	3.250	249,000.00	249,000.00	246,338.19	6/13/2023	1,625
United Bankers Banc 2.55 11/12/2020	909557HG8	0.36	Negotiable Certificate Of Deposit	5/11/2018	2.550	249,000.00	249,000.00	246,898.44	11/12/2020	682
Unity Bank 1.7 12/30/2019	91330LAD5	0.36	Certificate Of Deposit	6/30/2015	1.700	249,000.00	249,000.00	246,876.03	12/30/2019	364
Webster Bank 1.8 6/11/2019	94768NJS4	0.36	Negotiable Certificate Of Deposit	6/11/2014	1.800	247,000.00	247,000.00	246,397.32	6/11/2019	162
Wells Fargo Bank 3.5 12/28/2023	949763WA0	0.36	Negotiable Certificate Of Deposit	12/28/2018	3.500	249,000.00	249,000.00	248,046.33	12/28/2023	1,823
WEX Midvale Bank 1.8 6/2/2020	92937CFS2	0.35	Negotiable Certificate Of Deposit	6/2/2017	1.800	247,000.00	247,000.00	243,344.40	6/2/2020	519
Whitney Bank 1.65 4/22/2019	966594AY9	0.36	Certificate Of Deposit	4/20/2017	1.650	249,000.00	249,000.00	248,355.09	4/22/2019	112
Worlds Foremost Bank 1.4 3/22/2019	981571BZ4	0.29	Certificate Of Deposit	3/24/2016	1.400	200,000.00	200,000.00	199,566.00	3/22/2019	81
Sub Total / Average		**25.22**			**2.168**	**17,542,000.00**	**17,542,000.00**	**17,317,849.20**		**658**

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Total / Average		**100**			**1.923**	**69,229,561.96**	**69,232,356.01**	**68,674,974.16**		**531**