



Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, November 4, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 918 3685 1693# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Fred Thurman, New Life Assembly of Madera

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first 15 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, but are not required, to identify themselves and state the subject of their comments. 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.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – 9/2/20, 10/21/20 (Special Meeting)

Recommendation: Approve the City Council Minutes of 9/2/20, 10/21/20 (Special Meeting)

B-2 Informational Report on Register of Audited Demands for October 10, 2020 to October 23, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Revised Attachment B: Indemnification and Insurance to the Legal Services Agreement with Abbott & Kindermann, Inc.

Recommendation: Approve by Minute Order a Revised Attachment B: Indemnification and Insurance to the Legal Services Agreement with Abbott & Kindermann, Inc. (Report by Arnaldo Rodriguez)

B-4 Acceptance of Improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07)

Recommendation: Adopt a Resolution

- a. Accepting the Improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07)
- b. Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements
- c. Authorizing Staff to Record the Notice of Acceptance of Subdivision Improvements (Report by Keith Helmuth)

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Agreement for Professional Legal Services with Telecom Law Firm PC to Update the City's Municipal Code Regulating Wireless Facilities

Recommendation: Adopt a Resolution Approving an Agreement with Telecom Law Firm PC for Professional Legal Services in the Amount of \$37,100 to Prepare an Ordinance, Permit Application(s) and Related Administrative Materials, and to Authorize Additional Ad Hoc Consultation and Legal Services Related to Telecommunications Infrastructure Regulation, Policy, Technology or Transactions up to an Amount not to Exceed \$5,600 (Report by Gary Conte)

D-2 Overlay of the Parking Lots at Fire Station No. 56 (N. Lake Street) and 57 (S. Schnoor Avenue)

Recommendation: Adopt a Resolution Approving the Contract Award to Overlay the Parking Lots at Fire Station No. 56 and 57 in the Amount of \$203,300.85 to Dave Christian Construction Company, Inc. (City Project No. FD-00001 and FD-00003) and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

E-1 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction Given from Council (Report by Arnaldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)
One Case: City of Madera v. High Speed Rail Authority

G-2 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel
City of Madera APN: 035-080-026
Agency Negotiator(s): Keith Helmuth
Negotiating Party: Jason Sanders
Under Negotiations: Price and Terms

ADJOURNMENT: – Next regular meeting on November 18, 2020

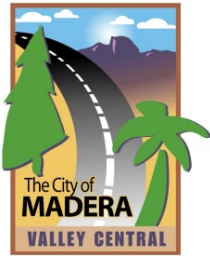
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writing related to an agenda item for the open session 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.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for November 4, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on October 29, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	09/02/2020
Adopted:	11/04/2020

Minutes of a Regular Meeting of the Madera City Council

**September 2, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 981 9035 8070# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov and by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL

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

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, Deputy City Engineer Ellen Bitter, Program Manager Grants David Huff, and Communications Specialist Joseph Carrello.

INVOCATION: Pastor Dave Hawes, The Well

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT

The first 15 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, but are not required, to identify themselves and state the subject of their comments. 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 public comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER HOLLEY, THE CONSENT CALENDAR WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – June 24, 2020, July 1, 2020

Recommendation: Approve the City Council Minutes of June 24, 2020 and July 1, 2020

B-2 Informational Report on Register of Audited Demands for August 8, 2020 to August 21, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Informational Report on Contract City Attorney Service and Litigation Expenditures

Recommendation: No Action Required (Report by Arnaldo Rodriguez)

B-5 School Resource Officer (SRO) Agreement with Madera Unified School District (MUSD)
Recommendation: Adopt a Minute Order Approving the SRO Agreement between the City and MUSD (Report by Dino Lawson)

B-6 Audit Services for Measure T Transportation Sales Tax Fund and Transportation Development Act Fund (TDA Funds)
Recommendation: Adopt a Resolution Approving First Amendment to Agreement for Professional Auditing Services with the Pun Group for Audit of Measure T Transportation Sales Tax Fund and TDA Funds (Report by Roger Sanchez)

RES 20-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL AUDITING SERVICES WITH THE PUN GROUP FOR THE AUDIT OF THE TRANSPORTATION DEVELOPMENT ACT FUNDS AND MEASURE "T" FUND

B-7 Appointment of Andrew Albonico as a Member of the Transit Advisory Board
Recommendation: Adopt a Resolution Appointing Andrew Albonico as a Member of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)

RES 20-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MR. ANDREW ALBONICO TO THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 1

B-8 Adoption of New Conflict of Interest Code for the City of Madera
Recommendation: Approve a Resolution Adopting the Conflict of Interest Code for the City of Madera and Rescinding Resolution No. 18-153 (Report by Alicia Gonzales)

RES 20-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MADERA AND RESCINDING RESOLUTION NO. 18-153

C. PUBLIC HEARINGS

C-1 Measure T Annual Expenditure Plan for Fiscal Year 2020/21
Recommendation: Adopt a Resolution Approving the Expenditure Budget for the Various Funding Programs in the Measure T AEP for FY 2020/21 and Authorizing Submission of Projects to Madera County Transportation Authority (MCTA) for Adoption (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER HOLLEY, ITEM C-1 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-125 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2020/21 AND AUTHORIZING THE CITY

**ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY
TRANSPORTATION AUTHORITY (MCTA) FOR ADOPTION**

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

D-1 Dedication of the Horseshoe Facility at Rotary Park to Harlen and Sharon Rippetoe

Recommendation: Adopt a Resolution Dedicating the Horseshoe Facility at Rotary Park to Harlen and Sharon Rippetoe in Recognition of their Volunteer Service and Contribution to Parks and Recreation in the City (Report by John Scarborough)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER HOLLEY, ITEM D-1 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-126 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA DEDICATING THE HORSESHOE FACILITY AT ROTARY PARK TO HARLEN AND SHARON RIPPETOE IN RECOGNITION OF THEIR VOLUNTEER SERVICE AND CONTRIBUTION TO PARKS AND RECREATION IN THE CITY OF MADERA

D-2 Project Cooperation Agreement between the City of Madera and Madera Irrigation District – Airport Basin

Recommendation: Adopt a Resolution Approving an Agreement between the City and MID for the Airport Basin (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER ROBINSON AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-127 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROJECT COOPERATION AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION DISTRICT – AIRPORT BASIN

D-3 Lease Agreement with MV Public Transportation, Inc. for the City of Madera Transit Center

Recommendation: Approve a Lease Agreement between City and MV Public Transportation for the City of Madera Transit Center for Operation of the Madera Metro (Report by Ivette Iraheta)

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-3 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-128 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THIRTY-FOUR MONTH LEASE AGREEMENT

WITH MV PUBLIC TRANSPORTATION, INC. FOR THE CITY OF MADERA
TRANSIT CENTER

E. ADMINISTRATIVE REPORTS

E-1 Designation of a Voting Delegate and Alternates for the League of California Cities 2020 Annual Conference

Recommendation: Designate a Voting Delegate and up to Two Alternates for the 2020 League of California Cities' Annual Business Meeting (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM E-1 APPOINTING MAYOR PRO TEM GARCIA AS VOTING DELEGATE, AND COUNCILMEMBERS ROBINSON AND MONTES AS ALTERNATE VOTING DELEGATES WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Robinson had nothing to report.

Councilmember Gallegos had nothing to report.

Mayor Pro Tem Garcia stated that the Fresno County Department of Public Health and Fresno Councilwoman Esmeralda Soria organized a COVID-19 caravan. Four hundred plus (400+) people have signed up for this testing which will occur while they are inside their vehicles. They will also provide COVID-19 education.

Councilmember Holley thanked everyone for attending his wife's services and supporting him.

Councilmember Rodriguez advised that the Economic Development Commission (EDC) might have funds/grants available to help small businesses. He asked that they contact the EDC Executive Director Bobby Kahn and that they visit the EDC website.

Councilmember Montes had nothing to report.

Mayor Medellin stated that the EDC is reaching out to the community/small businesses with the COVID-19 money that this Council had authorized be used. Mayor Medellin asked that they support local businesses, to keep those tax dollars local. He was asked to do an interview by the Madera Fairgrounds since there will be no fair this year. He encourages one another to support each other. He also encouraged everyone to wear a mask.

G. CLOSED SESSION: None

ADJOURNMENT: The meeting was adjourned at 7:22 p.m. Next regular meeting on September 16, 2020.

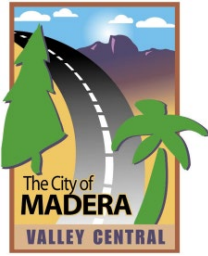
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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.

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	10/21/2020s
Adopted:	11/04/2020

Minutes of a Special Meeting of the Madera City Council

**October 21, 2020
5:55 p.m.**

**Council Chambers
City Hall**

This meeting will be conducted pursuant to the provisions of the Governor’s Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City’s website. Members of the public may participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833, enter ID: 983 0966 3421#, followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER: Meeting was called to order at 5:55 p.m.

ROLL CALL

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Arrived at 6:05 pm)
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson and Interim Public Work Director Dan Foss.

INVOCATION: Pastor Lance Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Councilmember Gallegos

APPROVAL OF AGENDA

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT

Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda. Speakers should limit their comments to three (3) minutes.

No public comment was submitted. Public Comment was closed.

A. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

A-1 Madera County Arts Authority Update and Contribution of Start-up Costs for Years 1 and 2

Recommendation: Approve Funding for the Madera County Arts Authority (MCAA) in the Amount of \$29,920 for Year 1 or other Funding as Requested by the MCAA (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM A-1 WAS APPROVED BY A VOTE OF 6/1. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: MAYOR PRO TEM GARCIA. ABSENT: NONE. ABSTAIN: NONE.

ADJOURNMENT – The meeting was adjourned at 6:15 p.m. Next regular meeting on November 4, 2020.

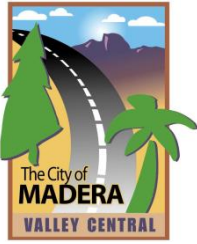
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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.

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: November 4, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for October 10, 2020 to October 23, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of October 10, 2020 to October 23, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	27863 - 27949	\$935,231.73

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$564,883.82
<i>SDI</i>	EDD	\$1,987.20
<i>CalPERS Payment</i>	CalPERS	\$0

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2020/2021 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
November 4, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27863	10/13/2020	FIRE	MEAS K - FIRE	ALLSTAR FIRE EQUIPMENT	LION V FORCE TURNOUT COAT/PAINT	\$ 48,703.84
27864	10/13/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	WIDE FORMAT PRINTS	\$ 93.00
27864	10/13/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	CANON COLOR COPIER SERVICE	\$ 213.67
27864	10/13/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	CANON PRINTER AT ENGINEERING TRAILER	\$ 1,076.00
27864	10/13/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE JUNE 2020	\$ 93.00
27864	10/13/2020	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE OCTOBER 2020	\$ 93.00
27865	10/13/2020	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 16.84
27865	10/13/2020	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 94.56
27865	10/13/2020	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 22.08
27865	10/13/2020	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 500.92
27865	10/13/2020	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 562.75
27865	10/13/2020	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 413.28
27865	10/13/2020	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 576.13
27865	10/13/2020	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 574.30
27865	10/13/2020	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 20.88
27865	10/13/2020	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 285.40
27865	10/13/2020	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 81.35
27865	10/13/2020	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	09/20 UNIFORM SERVICES	\$ 293.08
27866	10/13/2020	FINANCE	PARKS ADMIN	AT&T	09/20 CALNET 3 SVS 9391031580	\$ 189.14
27866	10/13/2020	FINANCE	PD ADMIN	AT&T	09/20 CALNET 3 SVS 9391026414	\$ 218.74
27866	10/13/2020	FINANCE	SR CITIZEN	AT&T	09/20 CALNET 3 SVS 9391026415	\$ 59.74
27866	10/13/2020	FINANCE	WWTP	AT&T	09/20 CALNET 3 SVS 9391026417	\$ 31.72
27866	10/13/2020	PD	PD ADMIN	AT&T	09/20 CALNET 3 SVS 9391064552	\$ 292.25
27867	10/13/2020	BUILDING	BUILDING	BLDING/PLAN REFNDS	CANCELLED PERMIT	\$ 153.50
27867	10/13/2020	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	CANCELLED PERMIT	\$ 5.77
27868	10/13/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 738.00
27868	10/13/2020	WWTP	SEWER CAPITAL	BSK ASSOCIATES	QA/TESTING SERVICES FOR THE WWTP18-02 PROJECT	\$ 3,740.00
27868	10/13/2020	WATER	WATER QUALITY	BSK ASSOCIATES	QUARTER WATER SAMPLING	\$ 4,600.00
27869	10/13/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	\$ 63.88
27870	10/13/2020	FINANCE	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 26.54
27870	10/13/2020	FINANCE	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 6.63
27870	10/13/2020	FINANCE	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 0.74
27870	10/13/2020	FINANCE	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 94.40
27870	10/13/2020	FINANCE	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 360.94
27870	10/13/2020	FINANCE	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 12.22
27870	10/13/2020	FINANCE	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 478.67
27870	10/13/2020	FINANCE	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 231.25
27870	10/13/2020	FINANCE	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 31.35
27870	10/13/2020	FINANCE	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 114.31
27870	10/13/2020	FINANCE	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 433.81

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27870	10/13/2020	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 617.06
27870	10/13/2020	FINANCE	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 157.91
27870	10/13/2020	FINANCE	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 37.89
27870	10/13/2020	FINANCE	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 37.89
27870	10/13/2020	FINANCE	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 61.16
27870	10/13/2020	FINANCE	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 61.16
27870	10/13/2020	FINANCE	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 211.47
27870	10/13/2020	FINANCE	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 153.60
27870	10/13/2020	FINANCE	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 122.32
27870	10/13/2020	FINANCE	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 161.56
27870	10/13/2020	FINANCE	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE SEPTEMBER 2020	\$ 131.89
27870	10/13/2020	PD	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE- CHIEF'S OFFICE	\$ 226.57
27871	10/13/2020	PD	SUPP LAW ENF	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES	\$ 567.28
27872	10/13/2020	GRANTS	INTERMODAL	CITY OF MADERA	08/20 UTILITY SERVICE 3040441	\$ 302.08
27872	10/13/2020	GRANTS	INTERMODAL	CITY OF MADERA	08/20 UTILITY SERVICE 3040421	\$ 82.29
27872	10/13/2020	GRANTS	INTERMODAL	CITY OF MADERA	08/20 UTILITY SERVICE 3040431	\$ 78.62
27872	10/13/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	\$ 96.00
27872	10/13/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27872	10/13/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO UB ACCT	\$ 200.00
27872	10/13/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27872	10/13/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REBATE APPLY TO UB ACCT	\$ 398.00
27872	10/13/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27873	10/13/2020	HR/RISK MGT	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	RANDOMS DOT RECERTIFICATION	\$ 174.50
27873	10/13/2020	HR/RISK MGT	STREETS	CONCENTRA MEDICAL CENTERS	RANDOMS DOT RECERTIFICATION	\$ 133.50
27873	10/13/2020	PW ADMIN	FLEET MAINT	CONCENTRA MEDICAL CENTERS	DOT RANDOM	\$ 34.50
27873	10/13/2020	PW ADMIN	STREETS	CONCENTRA MEDICAL CENTERS	DOT RANDOM	\$ 64.50
27873	10/13/2020	PW ADMIN	STREETS	CONCENTRA MEDICAL CENTERS	DOT MEDICAL RECERTIFICATION	\$ 64.50
27873	10/13/2020	PW ADMIN	SEWER OPS	CONCENTRA MEDICAL CENTERS	DOT RANDOM	\$ 136.50
27874	10/13/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	SEPTEMBER 2020 BILLING	\$ 1,986.98
27874	10/13/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	SEPTEMBER 2020 BILLING	\$ 1,986.99
27874	10/13/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	SEPTEMBER 2020 BILLING	\$ 3,973.98
27875	10/13/2020	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	MADERA GSP ANNUAL REPORT- APPROVED RES 20-02	\$ 222.25
27876	10/13/2020	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 952.00
27877	10/13/2020	WATER	FACILITIES MAINT	DIAMOND COMMUNICATIONS	ALARM MONITORING NOV-JAN	\$ 63.75
27877	10/13/2020	WATER	STREETS	DIAMOND COMMUNICATIONS	ALARM MONITORING NOV-JAN	\$ 63.75
27877	10/13/2020	WATER	SEWER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING NOV-JAN	\$ 63.75
27877	10/13/2020	WATER	WATER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING NOV-JAN	\$ 63.75
27878	10/13/2020	ENGINEERING	GENERAL TRUST	BOND ENCROACH	BOND RELEASE RESOLUTION 19-209	\$ 29,820.00
27879	10/13/2020	STREETS	STREETS	FRESNO BEE, THE	JOB RECRUITMENT AD	\$ 989.00
27880	10/13/2020	PD	PD ADMIN	FRESNO POLICE DEPARTMENT	POLICE ACADEMY CLASS	\$ 144.00
27881	10/13/2020	ENGINEERING	STREETS CAPITAL	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.77
27882	10/13/2020	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CONTRACT SERVICES-TRANSACTION TAX -QTR 1	\$ 600.00
27882	10/13/2020	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CONTRACTED SERVICES -SALES TAX- QTR 1	\$ 1,500.00
27883	10/13/2020	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	\$ 980.24

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27884	10/13/2020	ENGINEERING	LTF - STREETS	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE AGREEMENT	\$ 5,747.12
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-001-000	\$ 1,344.72
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-002-000	\$ 1,305.72
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-003-000	\$ 632.90
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-005-000	\$ 1,301.08
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-011-000	\$ 436.62
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-012-000	\$ 254.66
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-014-000	\$ 211.28
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-016-000	\$ 679.86
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-017-000	\$ 4,233.56
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-030-018-000	\$ 174.28
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-220-001-000	\$ 2,271.86
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-010-039-000	\$ 11,443.08
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-010-041-000	\$ 5,679.90
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-010-040-000	\$ 1,735.30
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-220-005-000	\$ 1,013.16
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-220-002-000	\$ 1,274.42
27885	10/13/2020	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 013-220-003-000	\$ 1,785.96
27885	10/13/2020	DRAINAGE	DRAINAGE	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 038-050-018-000	\$ 301.36
27885	10/13/2020	DRAINAGE	DRAINAGE	MADERA COUNTY TAX COLLECTOR	2021 PROPERTY TAX APN 037-040-004-000	\$ 483.48
27886	10/13/2020	WATER	WATER OPS	MADERA PUMPS, INC.	WELL 18 PULL MOTOR	\$ 185.00
27886	10/13/2020	WATER	WATER OPS	MADERA PUMPS, INC.	WELL 30 SET LATERAL	\$ 185.00
27887	10/13/2020	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - AUGUST 2020	\$ 16.59
27887	10/13/2020	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - AUGUST 2020	\$ 16.59
27887	10/13/2020	FLEET	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - AUGUST 2020	\$ 6.52
27887	10/13/2020	FLEET	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - AUGUST 2020	\$ 102.87
27887	10/13/2020	FLEET	MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - AUGUST 2020	\$ 10.60
27887	10/13/2020	FLEET	PARKS	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - AUGUST 2020	\$ 164.82
27887	10/13/2020	FLEET	STREETS	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - AUGUST 2020	\$ 5.38
27888	10/13/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	AMMUNITION	\$ 115.84
27888	10/13/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	BELT	\$ 29.17
27888	10/13/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	UNIFORM	\$ 43.29
27889	10/13/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 1,856.15
27889	10/13/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 8,993.96
27889	10/13/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 6,382.16
27889	10/13/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 3,457.34
27889	10/13/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 15,768.15
27889	10/13/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 3,811.04
27889	10/13/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 1,571.59
27889	10/13/2020	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 208.34
27889	10/13/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 2,101.58
27889	10/13/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 3,046.03
27889	10/13/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 1,054.89
27889	10/13/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 52.21

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27889	10/13/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 179,466.76
27889	10/13/2020	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 49.44
27889	10/13/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 10.51
27889	10/13/2020	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 11.36
27889	10/13/2020	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 31.94
27889	10/13/2020	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 10.51
27889	10/13/2020	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 11.38
27889	10/13/2020	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 56.07
27889	10/13/2020	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 43.77
27889	10/13/2020	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 31.94
27889	10/13/2020	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 11.67
27889	10/13/2020	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 66.60
27889	10/13/2020	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 11.55
27889	10/13/2020	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 68.38
27889	10/13/2020	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 23.66
27889	10/13/2020	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	09/20 SERVICES 3533032414	\$ 119.44
27890	10/13/2020	FINANCE	SEWER OPS	PITNEY BOWES, INC.	LATE FEE	\$ 29.99
27891	10/13/2020	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	\$ 9,560.64
27892	10/13/2020	ENGINEERING	MEAS T - RTP	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 761.00
27893	10/13/2020	ENGINEERING	LTF - STREETS	SERNA CONSTRUCTION, INC.	UPRR AT OLIVE AVENUE CROSSING CITY PROJECT R-32	\$ 13,939.75
27894	10/13/2020	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 11,814.65
27895	10/13/2020	PW ADMIN	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 38.59
27895	10/13/2020	PW ADMIN	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 37.26
27895	10/13/2020	PW ADMIN	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 99.12
27895	10/13/2020	PW ADMIN	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 48.53
27895	10/13/2020	PW ADMIN	DRAINAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 63.39
27895	10/13/2020	PW ADMIN	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 109.34
27895	10/13/2020	PW ADMIN	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 98.49
27895	10/13/2020	PW ADMIN	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 25.79
27895	10/13/2020	PW ADMIN	GRAFFITI ABATEMT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 91.14
27895	10/13/2020	PW ADMIN	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 1,008.24
27895	10/13/2020	PW ADMIN	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 2,322.41
27895	10/13/2020	PW ADMIN	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 154.32
27895	10/13/2020	PW ADMIN	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 217.99
27895	10/13/2020	PW ADMIN	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 425.48
27895	10/13/2020	PW ADMIN	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 1,470.46
27895	10/13/2020	PW ADMIN	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 1,337.91
27895	10/13/2020	PW ADMIN	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 10.59
27895	10/13/2020	PW ADMIN	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 10.58
27895	10/13/2020	PW ADMIN	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 21.17
27895	10/13/2020	PW ADMIN	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 657.74
27895	10/13/2020	PW ADMIN	WATER QUALITY	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 09/21/20-09/30/20	\$ 74.43
27897	10/13/2020	ENGINEERING	MEAS T - RTP	UNION PACIFIC RAILROAD CO.	PLAN REVIEW OLIVE AVE	\$ 808.41
27897	10/13/2020	ENGINEERING	LTF - PARKS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW NEW TRAIL AT FRESNO RIVER	\$ 73.25

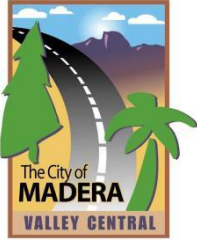
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27898	10/13/2020	PARKS	AQUATICS	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	\$ 2,082.94
27898	10/13/2020	PARKS	AQUATICS	WECO WELDING, PAINT, SUPPLIES & EQUIP	UNPAID TAX FEE	\$ 23.18
27899	10/20/2020	HR/RISK MGT	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE OCTOBER 2020	\$ 21.50
27899	10/20/2020	HR/RISK MGT	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE OCTOBER 2020	\$ 258.00
27899	10/20/2020	HR/RISK MGT	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE OCTOBER 2020	\$ 3,891.50
27899	10/20/2020	HR/RISK MGT	PD ADMIN	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE OCTOBER 2020	\$ 21.50
27900	10/20/2020	FINANCE	WATER FUND	ANDERSON JIMMY	UTILITY BILLING CREDIT REFUND	\$ 112.43
27901	10/20/2020	WATER	WATER QUALITY	THIRKETTLE CORPORATION	OMNI REGISTER	\$ 474.33
27902	10/20/2020	FINANCE	WATER FUND	AR REFUNDS	METER 24 DEPOSIT REFUND	\$ 1,700.00
27902	10/20/2020	FINANCE	WATER UTILITY	AR REFUNDS	METER 24 DEPOSIT REFUND	\$ (125.28)
27903	10/20/2020	FINANCE	WATER FUND	AR REFUNDS	METER 24 DEPOSIT REFUND	\$ 1,700.00
27904	10/20/2020	FINANCE	WATER FUND	AR REFUNDS	METER 21 DEPOSIT REFUND	\$ 1,700.00
27905	10/20/2020	FINANCE	CITY ATTORNEY	AT&T	09/20 CALNET 3 SERVICE 9391026388	\$ 43.51
27905	10/20/2020	FINANCE	CITY CLERK	AT&T	09/20 CALNET 3 SERVICE 9391031559	\$ 164.68
27905	10/20/2020	FINANCE	CITY CLERK	AT&T	09/20 CALNET 3 SERVICE 9391026390	\$ 579.36
27905	10/20/2020	FINANCE	CITY CLERK	AT&T	09/20 CALNET 3 SERVICE 9391031577	\$ 235.26
27905	10/20/2020	FINANCE	CITY CLERK	AT&T	09/20 CALNET 3 SERVICE 9391026402	\$ 21.81
27905	10/20/2020	FINANCE	CODE ENF	AT&T	09/20 CALNET 3 SERVICE 9391026413	\$ 43.36
27905	10/20/2020	FINANCE	COMM & REC	AT&T	09/20 CALNET 3 SERVICE 9391026391	\$ 201.85
27905	10/20/2020	FINANCE	SR CITIZEN	AT&T	09/20 CALNET 3 SERVICE 9391026389	\$ 21.81
27905	10/20/2020	FINANCE	SR CITIZEN	AT&T	09/20 CALNET 3 SERVICE 9391026395	\$ 21.81
27905	10/20/2020	FINANCE	UB - WATER	AT&T	09/20 CALNET 3 SERVICE 9391026392	\$ 22.10
27905	10/20/2020	FINANCE	UB - WATER	AT&T	09/20 CALNET 3 SERVICE 9391026393	\$ 41.98
27905	10/20/2020	FINANCE	WATER QUALITY	AT&T	09/20 CALNET 3 SERVICE 9391026407	\$ 21.81
27905	10/20/2020	FINANCE	MEAS K - PD	AT&T	09/20 CALNET 3 SERVICE 9391031561	\$ 164.68
27905	10/20/2020	FINANCE	MEAS K - PD	AT&T	09/20 CALNET 3 SERVICE 9391031579	\$ 233.36
27905	10/20/2020	FINANCE	MEAS K - PD	AT&T	09/20 CALNET 3 SERVICE 9391026411	\$ 195.92
27905	10/20/2020	FINANCE	PURCHASING	AT&T	09/20 CALNET 3 SERVICE 9391031564	\$ 164.68
27905	10/20/2020	FINANCE	PURCHASING	AT&T	09/20 CALNET 3 SERVICE 9391026394	\$ 304.41
27906	10/20/2020	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL OCTOBER	\$ 183.00
27906	10/20/2020	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL NOVEMBER	\$ 183.00
27907	10/20/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE - LAB WORK	\$ 155.50
27907	10/20/2020	WATER	WATER QUALITY	BSK ASSOCIATES	UCMR TESTING	\$ 825.00
27908	10/20/2020	PD	MEAS K - PD	BUSHEY, SHAWN	PER DIEM SLI #6	\$ 231.00
27909	10/20/2020	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 482.00
27909	10/20/2020	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
27909	10/20/2020	FACILITIES	INTERMODAL	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
27909	10/20/2020	FACILITIES	PD ADMIN	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
27909	10/20/2020	FACILITIES	STREETS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
27909	10/20/2020	FACILITIES	SEWER OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
27909	10/20/2020	FACILITIES	WATER OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
27909	10/20/2020	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 48.50
27910	10/20/2020	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	SEPTEMBER 2020 FINGERPRINTING	\$ 32.00
27911	10/20/2020	FINANCE	GENERAL TRUST	CALIFORNIA DISTRICT ATTORNEY'S ASSOC	STATE FORFEITED ASSET FORFEITURE	\$ 96.33

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27912	10/20/2020	CITY CLERK	CITY CLERK	CITY CLERK'S ASSOCIATION OF CALIFORNIA	MEMBERSHIP RENEWAL	\$ 35.00
27913	10/20/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
27913	10/20/2020	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 150.00
27914	10/20/2020	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 63.73
27914	10/20/2020	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 18.92
27914	10/20/2020	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 18.92
27914	10/20/2020	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 135.45
27914	10/20/2020	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 90.62
27914	10/20/2020	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 36.86
27914	10/20/2020	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 126.49
27914	10/20/2020	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 27.87
27914	10/20/2020	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 99.59
27914	10/20/2020	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 18.92
27914	10/20/2020	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 36.86
27914	10/20/2020	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 36.86
27914	10/20/2020	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 45.79
27914	10/20/2020	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 36.83
27914	10/20/2020	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 45.36
27914	10/20/2020	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 45.80
27914	10/20/2020	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 54.77
27914	10/20/2020	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 32.34
27914	10/20/2020	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 36.83
27914	10/20/2020	FINANCE	SR CITIZEN	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 36.83
27914	10/20/2020	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 30.11
27914	10/20/2020	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 30.11
27914	10/20/2020	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 59.25
27914	10/20/2020	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 41.31
27914	10/20/2020	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 18.92
27914	10/20/2020	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 27.87
27914	10/20/2020	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 18.92
27914	10/20/2020	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 09/01/2020-09/30/2020	\$ 27.87
27915	10/20/2020	UB - WATER	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SEPTEMBER 2020	\$ 37.50
27915	10/20/2020	UB - WATER	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SEPTEMBER 2020	\$ 37.50
27915	10/20/2020	UB - WATER	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN SEPTEMBER 2020	\$ 75.00
27916	10/20/2020	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 672.00
27917	10/20/2020	FINANCE	FINANCE	DEPARTMENT OF CONSUMER AFFAIRS	CPA LICENSE RENEWAL	\$ 250.00
27918	10/20/2020	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 1 FY 20/21	\$ 383.20
27919	10/20/2020	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE DOWNTOWN DISTRICT	\$ 455.00
27919	10/20/2020	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE SEPTEMBER 2020	\$ 5,070.00
27919	10/20/2020	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE SEPTEMBER	\$ 11,215.00
27920	10/20/2020	ENGINEERING	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT NO. CN-000497	\$ 288,347.26
27921	10/20/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS OCT. 1-15, 2020	\$ 11,850.00
27922	10/20/2020	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 13.70
27923	10/20/2020	IS	COMPUTER MAINT	GRUBER TECHNICAL INC.	PD BATTERIES	\$ 8,026.76

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27924	10/20/2020	HR/RISK MGT	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP SERVICES OCTOBER 2020	\$ 1,131.60
27925	10/20/2020	FINANCE	GENERAL TRUST	MADERA COUNTY	ASSET FORFEITURE DISTRIBUTION ACCOUNT 206144	\$ 2,311.75
27926	10/20/2020	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEIT ORG KEY 03510 ACCT 673903	\$ 960.00
27926	10/20/2020	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE ORG KEY 57760 ACCOUNT 601000	\$ 963.24
27927	10/20/2020	FINANCE	DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 20/21 1ST QTR ASSESSMENTS PAYABLE	\$ 5,325.86
27928	10/20/2020	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	\$ 6,261.00
27929	10/20/2020	FACILITIES	FACILITIES MAINT	MCCAIN, INC.	TRAFFIC SIGNAL CONTROLLERS	\$ 16,011.27
27930	10/20/2020	IS	COMPUTER MAINT	MNJ TECHNOLOGIES DIRECT, INC.	SURFACE LAPTOPS	\$ 6,332.93
27931	10/20/2020	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 720.00
27932	10/20/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 1619119913-8	\$ 111.26
27932	10/20/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 5225647713-5	\$ 14.79
27932	10/20/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 1598348280-1	\$ 55.15
27932	10/20/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 5207933925-6	\$ 61.72
27932	10/20/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	09/20 SERVICE 8675479583-8	\$ 41.59
27932	10/20/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	09/20 SERVICE 1715785853-5	\$ 1,236.41
27933	10/20/2020	FINANCE	FINANCE	PITNEY BOWES, INC.	POSTAGE MACHINE SUPPLIES	\$ 486.79
27934	10/20/2020	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	\$ 6,722.33
27935	10/20/2020	ENGINEERING	MEAS T - RTP	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 490.00
27936	10/20/2020	FINANCE	WATER FUND	RETANA NICOLAS M	UTILITY BILLING CREDIT REFUND	\$ 70.44
27937	10/20/2020	FLEET	FLEET ACQUISITION	ROYAL TRUCK & EQUIPMENT, INC.	DETACHABLE BASKET FOR CONE LANE CLOSURES	\$ 7,245.15
27938	10/20/2020	HR/RISK MGT	FINANCE	SEABURY COPLAND & ANDERSON INSURANCE	PUBLIC OFFICIAL BOND	\$ 3,500.00
27939	10/20/2020	IS	COMPUTER MAINT	SHI INTERNATIONAL CORP.	IT TRAINING	\$ 5,995.00
27940	10/20/2020	FLEET	DRAINAGE	SJVAPCD	20/21 ANNUAL PERMITS TO OPERATE	\$ 129.00
27940	10/20/2020	FLEET	SEWER OPS	SJVAPCD	20/21 ANNUAL PERMITS TO OPERATE	\$ 129.00
27940	10/20/2020	FLEET	STREET CLEANING	SJVAPCD	20/21 ANNUAL PERMITS TO OPERATE	\$ 129.00
27941	10/20/2020	FINANCE	WATER FUND	SOLIS OSCAR	UTILITY BILLING CREDIT REFUND	\$ 386.10
27942	10/20/2020	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	MONITORS	\$ 5,467.03
27943	10/20/2020	WWTP	WWTP	TERRAFORM POWER, LLC.	CA-MADERA WWTP SOLAR 09/01/2020-09/30/2020	\$ 14,481.69
27944	10/20/2020	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 36,748.12
27945	10/20/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL -FIRE DEPT.	\$ 824.99
27946	10/20/2020	ENGINEERING	MEAS T - ENVIRO	TRUXELL & VALENTINO LANDSCAPE DEV, INC.	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 34,125.78
27947	10/20/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 23.52
27948	10/20/2020	ENGINEERING	LTF - PARKS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW NEW TRAIL -FRESNO RIVER BRIDGE	\$ 512.77
27949	10/20/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	SEPTEMBER LAWN SERVICE - ACCORNERO PARK	\$ 330.00
27949	10/20/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	BRANCH REMOVAL	\$ 150.00

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 935,231.73



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: November 4, 2020

Agenda Number: B-3

SUBJECT:

Revised Attachment B: Indemnification and Insurance to the Legal Services Agreement with Abbott & Kindermann, Inc.

RECOMMENDATION:

Approve by Minute Order a revised Attachment B: Indemnification and Insurance to the Legal Services Agreement with Abbott & Kindermann, Inc.

SUMMARY:

The City has retained the law firm of Abbott & Kindermann, Inc., to pursue legal options concerning the High Speed Rail Authority. An agreement for consulting services was approved by the City Council (Council) at its meeting of October 21, 2020. Upon final execution of the agreement, it was found that Attachment B to the agreement required revisions.

DISCUSSION:

The City has retained the law firm of Abbott & Kindermann, Inc., to pursue legal options concerning the High Speed Rail Authority's Final Supplemental Environmental Impact Report and Environmental Impact Statement for the Central Valley Wye Portion of the Merced to Fresno Section of the California High Speed Rail Project (Final SEIR/EIS) and the SR 152 (North) to Road 11 Wye.

An agreement for consulting services was approved by the City Council (Council) at its meeting of October 21, 2020. Upon final execution of the agreement, it was found that Attachment B to the agreement required revisions. Attachment B provides the required insurance and indemnification that the consultant must provide the City. As adopted, the insurance provisions were beyond the scope of what is necessary for this agreement. A revised Attachment B with insurance provisions consistent with the scope of the consulting services has been drafted and is provided with this report.

FINANCIAL IMPACT:

There is no financial impact created by the revision of Attachment B to the Abbott & Kindermann, Inc. Agreement.

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:

Council could direct staff to not revise Attachment B to the Agreement.

ATTACHMENTS:

1. Revised Attachment B: Indemnification and Insurance to the Legal Services Agreement with Abbott & Kindermann, Inc.

**Agreement for Legal Services between the City of Madera and Abbott & Kindermann, Inc.
Exhibit B: Insurance Requirements & Indemnification (Revised)**

Part I: Insurance Requirements

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 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 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$500,000 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City 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 City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City 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

Consultant hereby waives its own right of recovery against the City.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, 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 Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City 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.

Timely Notice of Claims

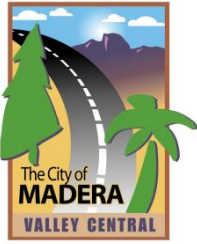
Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant 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.

Part II: Indemnification

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth

 Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez

 Arnaldo Rodriguez, City Manager

Council Meeting of: November 4, 2020

Agenda Number: B-4

SUBJECT:

Acceptance of Improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07)

RECOMMENDATION:

Adopt a Resolution:

- A. Accepting the Improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07).
- B. Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements.
- C. Authorizing staff to record the Notice of Acceptance of Subdivision Improvements.

SUMMARY:

The Melanie Meadows Phase I Subdivision (Tract No. 06-S-07) is a two-phased residential development located southwest of Cleveland Avenue and Westberry Boulevard. The City Council (Council) approved the Final Map on December 5, 2018.

The Subdivider, K. Hovnanian at Melanie Meadows, LLC, a California Limited Liability Company, has completed the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans associated with the Subdivision, which was approved by Council on December 5, 2018. The Subdivider has paid all required fees and submitted a Warranty Bond. It is recommended that the Council accept the improvements for the Melanie Meadows Phase I Subdivision (Tract No. 06-S-07).

DISCUSSION:

The Subdivider, K. Hovnanian at Melanie Meadows, LLC, a California Limited Liability Company, has completed the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans.

All required public improvements for this subdivision have been completed except for the construction of interior sidewalks. In accordance with the Subdivision Agreement installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house. This is common practice for new residential subdivisions to avoid damaging sidewalk as houses are being constructed.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of the improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07) is not directly addressed in the vision or action plans. However, the requested action could address the following specific task in the action plan:

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

ALTERNATIVES:

Should Council not accept the completed improvements, the City will not provide regular maintenance including street sweeping, pavement maintenance, streetlight maintenance, etc.

ATTACHMENTS:

1. Resolution
Exhibit A – Notice of Acceptance

Attachment 1

Resolution

RESOLUTION NO. 20-___

**A RESOLUTION ACCEPTING IMPROVEMENTS FOR MELANIE MEADOWS PHASE I
SUBDIVISION (TRACT NO. 06-S-07), AUTHORIZING THE FILING OF THE NOTICE OF
ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING
STAFF TO RECORD THE NOTICE OF ACCEPTANCE**

WHEREAS, the Subdivider, K. Hovnanian at Melanie Meadows, LLC, a California Limited Liability Company, has requested final acceptance of the improvements for the Melanie Meadows Phase I Subdivision (Tract No. 06-S-07); and

WHEREAS, the City Engineer has certified to this Council that the required improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07) have been completed.

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

1. The above recitals are true and correct.
2. The improvements for the Melanie Meadows Phase I Subdivision (Tract No. 06-S-07) are accepted.
3. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.
4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Notice of Acceptance

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

**NOTICE OF ACCEPTANCE
OF SUBDIVISION IMPROVEMENTS**

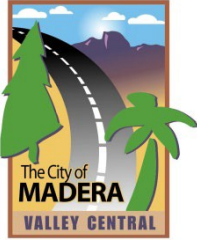
NOTICE IS HEREBY GIVEN that on November 4, 2020, the City Council of the City of Madera confirmed the satisfactory completion of the improvements as shown on the plans for the Melanie Meadows Phase I Subdivision (Tract No. 06-S-07).

Dated: _____

By: _____

Alicia Gonzales

City Clerk

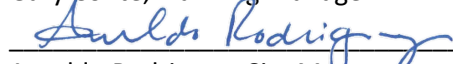


REPORT TO CITY COUNCIL

Approved by:



Gary Conte, Planning Manager



Arnaldo Rodriguez, City Manager

Council Meeting of: November 4, 2020

Agenda Number: D-1

SUBJECT:

Agreement for Professional Legal Services with Telecom Law Firm PC to Update the City's Municipal Code Regulating Wireless Facilities

RECOMMENDATION:

Adopt a Resolution approving the Agreement with Telecom Law Firm PC (Telecom) for professional legal services in the amount of \$37,100 to prepare an ordinance, permit application(s) and related administrative materials, and to authorize additional ad hoc consultation and legal services related to telecommunications infrastructure regulation, policy, technology or transactions up to an amount not to exceed \$5,600.

SUMMARY:

Stringent and limiting state and federal regulations limit a City's ability to regulate the installation and location of wireless facilities and equipment. Against this backdrop, the City has no rules, regulations, ordinances to address wireless facilities and equipment. This void can result in a proliferation of wireless facilities and equipment throughout the City. Additionally, failure to follow state and federal regulations can result in installation by right.

The Agreement with Telecom is for professional legal services to prepare and deliver revisions and additions to the City's Municipal Code and administrative policies to regulate wireless facilities on private property and in the public right-of-way in accordance with the City's local values and all applicable federal, state and local laws and regulations.

In determining to prepare Funding for the project comes from the City's General Fund. The total amount of the Agreement is \$42,700 including ad hoc services up to an amount not to exceed \$5,600 without prior Council authorization, to update the City's Ordinance pertaining to wireless communication facilities, and preparation of supplemental applications, checklist and worksheets for wireless facility applications specifically to new wireless sites, modifications to existing wireless sites and standby power generators.

BACKGROUND:

Wireless communication services play an important role in our everyday lives. Considered a luxury just a decade ago, more than half of American households relies solely on wireless for telephone services. Access to high-quality wireless services contributes to business development, supports public safety operations and facilitates remote work, school and healthcare.

But these services require a vast infrastructure network to function. As the networks evolve and new competitive providers enter the marketplace, the infrastructure becomes more dense, closer to the end-user and more likely to cause unnecessary visual blight in the communities they serve.

Tension between the interest in a widely-available, robust and resilient communications network and the interest in local authority over land use and community aesthetics has resulted in complex federal and state laws that attempt to strike a balance. Both federal and state law generally preserve local land use authority subject to substantive restrictions and procedural limits applicable only to wireless facilities. For example, under federal law, cities cannot effectively prohibit personal wireless services, regulate the environmental effects from RF emissions that meet federal standards, deny applications for facilities without substantial evidence or fail to act on applications within a reasonable time. Cities must follow detailed procedural rules that regulate the application review process. Some federal and state laws also mandate approval for wireless facilities and changes to existing facilities that meet certain statutory criteria.

The City currently lacks any regulations specifically tailored for wireless facilities. Under the current code, proposed wireless facilities may or may not be subject to a use permit pending on the type and location of wireless facilities proposed. But the generalized standards and procedures for a use permit are too loose in some respects and too restrictive in others. Moreover, City Code has not kept up to the regulatory changes. Ultimately, the gap in the City's code limits the City's ability to exercise its full authority and may expose the City to liability for failure to follow federal and state laws.

Several wireless service providers and infrastructure companies have inquired about the City's siting and permitting requirements. These projects appear to involve many so-called "small wireless facilities" on utility poles in the public rights-of-way and upgrades to existing cell towers. Thus, time is of the essence regarding this matter.

In determining to resolve the present City Ordinance short-comings regulating wireless facilities, it is in the City best interest to engage a professional firm which is an expert in the telecommunication and wireless field and experienced in formulating an ordinance, permit application(s) as well as the ability to educate staff in the local, state and federal regulatory statutes regulating the wireless industry.

To fill the gap in the City's Municipal Code and prepare the City for expected increases in wireless applications, staff recommends that the City retain Telecom to prepare an ordinance, permit application and related administrative materials. The proposed contract, scope of services and fee schedule is included as Attachment 1 to this report.

The proposed regulations would cover facilities on private property and within the public rights-of-way, that address the various regulatory classifications for wireless facilities and maximize the City's authority within the applicable federal and state laws. Telecom would work with staff to obtain input and feedback from community and industry stakeholders. In addition, the services include staff training best practices

for the implementation of wireless permitting processes.

FINANCIAL IMPACT:

The agreement will result in a fiscal impact to the City's General Fund in the amount of \$42,700. While the Telecommunication Ordinance update was not contemplated during the preparation of the 2020/21 Budget, unassigned funds from the City's General Fund are available subject to Council appropriation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Goal CI-1: Quality infrastructure that meets the needs of the community at the time it is needed.

ALTERNATIVES:

Council could direct staff to solicit additional proposals for professional legal service. Such action will represent a delay of approximately 3 to 4 months due to the advertisement period, review of proposals, and selecting a consultant.

ATTACHMENTS:

1. Council Resolution Agreement
 - Exhibit A - Scope of Services and Fee
 - Exhibit B – Insurance and Indemnification

ATTACHMENT 1

Council Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BETWEEN
THE CITY OF MADERA AND TELECOM LAW FIRM, PC AND AUTHORIZING
BUDGET TRANSFER**

WHEREAS, staff identified the City’s Ordinance is deficient as it pertains to telecommunications and wireless regulations; and

WHEREAS, the City of Madera has a need to secure expert legal services to advise and prepare an ordinance, permit application and related administrative materials to regulate the application, review and approval process of wireless sites and facilities and changes to existing wireless facilities in compliance with state and federal statutory criteria; and

WHEREAS, professional legal services by a professional firm is necessary to update the City’s Ordinance pertaining to telecommunications and wireless sites; and

WHEREAS, Telecom Law Firm, PC (Telecom) was selected based on their experience and knowledge of wireless facilities and the permitting of such facilities; and

WHEREAS, Telecom has the professional knowledge, experience, skills and qualifications to perform the necessary services required of the City; and

WHEREAS, the funds to retain professional legal services to update the City’s Ordinance are available in the City’s Unrestricted General Fund Reserves; and

WHEREAS, amendments to the City of Madera Fiscal Year 2020/21 Budget are necessary to secure an agreement with Telecom; and

WHEREAS, the agreement between the City of Madera and Telecom is attached thereto.

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

1. The above recitals are true and correct.
2. The Agreement for professional legal services between the City and Telecom, a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.
3. The City Finance Manager is authorized to transfer \$42,700 from the City’s Unrestricted General Fund Reserves into account “Contracted Services – Legal” within the Planning Department (Account 102041006444).
4. This resolution is effective immediately upon approval.

* * * * *

EXHIBIT A

Agreement

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into by and between Telecom Law Firm, P.C. ("FIRM"), and the City of Madera ("CITY").

RECITALS

- A. WHEREAS, CITY desires to contract for professional legal services in the capacity of Special Counsel; and
- B. WHEREAS, FIRM has the legal competence and expertise to provide professional legal services as Special Counsel; and
- C. WHEREAS, CITY desires to retain FIRM'S services.
- D. NOW, THEREFORE, DISTRICT and FIRM agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Scope of Service. FIRM agrees to perform legal services as Special Counsel for CITY and to do so in a timely, efficient, and effective manner. FIRM shall provide the services described in **Exhibit A**, attached hereto and incorporated by this reference. FIRM shall deliver the work product described in Sections 2.a and 2.b of **Exhibit A** within fifteen (15) business days from the date CITY notifies FIRM to commence work on the same. Such work product may require revisions based on CITY's review and FIRM shall return revised work product within five (5) business days after receiving direction from CITY; provided, however, that FIRM and CITY may from time-to-time agree to a longer period as may be reasonably necessary based on the scope of revisions requested by CITY or factors outside FIRM's reasonable control, which may include, without limitation, changes in applicable laws affecting the subject matter of the work product.

3. Compensation. CITY shall compensate FIRM for legal services as provided in **Exhibit A**.

4. Assignment of Special Counsel Personnel. The Special Counsel under this Agreement shall be Robert C. May III. It is understood that from time to time, other attorneys and employees of FIRM may assist in performing services for CITY.

5. Billings and Payments. Firm shall submit its billing statement monthly in arrears, in increments of one-tenth (.10) of an hour, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the Superintendent or his designee. Billing statements shall document related tasks on a daily basis. The billing statements shall be prepared and organized in manner that facilitates an

efficient review of the services performed and expenses incurred in order to provide CITY with a clear and complete understanding of how time was devoted to specific tasks and the fees and costs associated therewith.

5.1 CITY shall make payments for services rendered under this Agreement monthly based on the monthly itemized billing statement FIRM submits to CITY. CITY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statements.

6. Term and Termination. This Agreement shall be effective from the date of its full execution by both CITY and FIRM and shall continue in full force and effect until the services referenced in **Exhibit A** are completed or until otherwise terminated earlier by one of the parties.

6.1 CITY reserves the right to discharge FIRM and terminate this Agreement at any time. In the event of such discharge or termination, the CITY shall compensate FIRM for its satisfactory services rendered and expenses necessarily incurred up to and including the date of termination. CITY shall terminate services and/or the Agreement by delivering to FIRM a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination.

6.2 FIRM may terminate this Agreement at any time by giving the CITY not less than thirty (30) days prior written notice. The notice shall specify the effective date of and reason for termination. If FIRM elects to terminate this Agreement, CITY's rights under any pending matter which may arise from FIRM's services hereunder shall not be prejudiced due to such termination as required by the Rules of Professional Conduct of the State Bar of California.

7. Indemnification and Insurance. During the term of this Agreement, FIRM shall indemnify Client and provide and maintain the insurance coverage described in **Exhibit B** to this Agreement attached hereto and incorporated by reference.

8. Independent Contractor. In performance of the work, duties and obligations assumed by FIRM under this Agreement, it is mutually understood and agreed that FIRM, including any and all of FIRM's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, joint venturer, partner, or associate of CITY. Because of its status as an independent contractor, FIRM shall have absolutely no right to employment rights and benefits available to CITY employees. FIRM shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, FIRM shall be solely responsible and same CITY harmless from all matters related to payment of FIRM's employees, including compliance with social security, withholding, and all other regulations governing such matters.

9. Compliance with Law.

9.1 FIRM shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be

included are incorporated by reference. In particular, FIRM shall comply with all Rules of Professional Conduct of the State Bar of California, with confidentiality laws and regulations and with conflict of interest laws and regulations.

10. Miscellaneous.

10.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

10.2 Controlling Law and Venue. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California. Venue shall be in Madera County, California.

10.3 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

10.4 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

10.5 Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

10.6 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

10.7 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

10.8 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

10.9 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

10.10 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

10.11 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Fresno or in the United States City Court for the Eastern City of California.

10.12 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

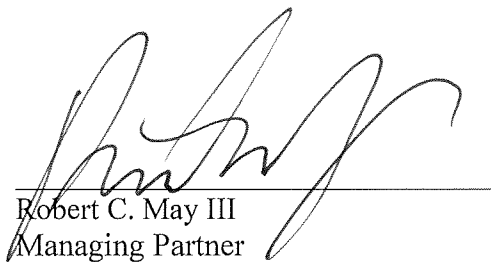
11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the FIRM and the CITY.

Dated: 10/20/2020, 2020

Dated: _____, 2020

FIRM:

CITY:



Robert C. May III
Managing Partner

Andrew Medellin, Mayor

Sent via email: hildac@montoylaw.com
gconte@madera.gov

October 5, 2020

Ms. Hilda Cantú Montoy
City Attorney
City of Madera
c/o Montoy Law Corporation
2440 Tulare St, Suite 410
Fresno, CA 93721

Mr. Gary Conte
Planning Director
City of Madera
205 West 4th Street
Madera, CA 93637

RE: City of Madera Telecommunications Regulations
Subject: Proposal to Provide Legal Services

Dear Ms. Montoy and Mr. Conte:

Thank you for your interest in our firm's services. Telecom Law Firm would be honored to serve the City of Madera ("City") with its telecommunications matters. This letter contains a proposed scope and fee schedule for the legal services requested. A separate proposal for project/application review consulting will be submitted at your request.

PROPOSAL

1. KEY PERSONNEL

Telecom Law Firm's lead attorneys assigned this project will be Mr. Robert C. May III and Dr. Jonathan L. Kramer. The lead attorneys will be primarily responsible for the services provided. Their CVs are attached to this proposal. Dr. Kramer and Mr. May will be assisted by associate attorneys and other professionals in our firm under their direction.

Mr. Michael D. Johnston, Senior Associate, will be assigned to assist the lead attorneys. Other associate attorneys who may be assigned to assist in the City's matters include Ms. Natalia Shparber and Mr. David Nagele.

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2. SERVICES

- a. **Draft Ordinance.** At the City's option Telecom Law Firm shall prepare and deliver proposed revisions and additions to the City's Municipal Code and administrative policies (collectively, the "Draft Ordinance") to regulate wireless facilities deployed on private property and in the public rights-of-way in accordance with the City's local values and all applicable federal, state and local laws and regulations.

In connection with the Draft Ordinance, Telecom Law Firm shall review and evaluate all current City policies and practices related to wireless facilities and similar development projects and consult with City staff as needed or requested by the City. Telecom Law Firm will also develop a wireless policy guide for adoption by the City by resolution that reflects the then-current state of the siting laws and regulations and provides a mechanism for City-maintenance of and changes to the policies as laws and regulations evolve.

Consultation with City staff will generally be by telephone and/or email, and Telecom Law Firm's personnel will generally not be required to travel to complete this task.

- b. **Application Materials.** Telecom Law Firm shall provide the City with a supplemental application(s), checklist and worksheets for wireless facility applications (the "Application Materials"), specifically as to (1) new wireless sites; (2) 6409(a) modifications to a wireless site; (3) non-6409(a) modifications; and (4) AB 2421 standby power generators.

In connection with the Application Materials, Telecom Law Firm shall review and evaluate all current City policies and practices related to wireless facilities and consult with City staff as needed or requested by the City. Consultation with City staff will generally be by Zoom, GoToMeeting, telephone and/or email, and Telecom Law Firm's personnel will generally not be required to travel to complete this task. The Application Materials will be based on a form prepared by Telecom Law Firm and tailored to suit the City's policies, procedures, objectives and needs.

Telecom Law Firm will provide training to the City on the use and maintenance of the Application Materials described above included in the flat fee.

- c. **Additional Services.** At the City's request, and subject to the terms and conditions in this proposal and any other valid agreement between the City



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and Telecom Law Firm, Telecom Law Firm shall (1) remotely staff public workshops, meetings with industry stakeholders and public meetings before elected and appointed decision-making bodies; (2) assist the City prepare staff reports and responses to comments from the public; (3) provide legal opinions on specific issues in connection with the Draft Ordinance and policies; and (4) provide all services reasonably necessary to introduce and adopt the Draft Ordinance and implement the Application Materials (collectively, the "Additional Services").

Telecom Law Firm personnel will staff meetings through real-time telecommunications at the City's request. In-person meetings are subject to Telecom Law Firm's discretion based on its assessment of safety issues related to the current pandemic.

Telecom Law Firm's attendance, or any particular member's attendance, at such meetings is not guaranteed. Telecom Law Firm schedules meetings on a first-ask, first-schedule basis and advises the City to notify Telecom Law Firm about any potential meeting dates as soon as possible. Telecom Law Firm will certainly try to accommodate the City's requests when timely given.

3. AD HOC SERVICES

In addition to the services described in Section 2, Telecom Law Firm will be available to the City for advice, consultation and other legal services related to telecommunications infrastructure regulation, policy, technology and/or transactions within the firm's experience and expertise. The services described in this Section 3 do not include any litigation services or representation in any judicial or administrative proceedings, which will require a separate written agreement that either party may decline in their sole discretion.

4. COST PROPOSAL

- a. **Flat Fees.** Telecom Law Firm shall charge a flat fee for the following tasks:
 - i. **Ordinance and Applications for Wireless Facilities on Private Property:** Telecom Law Firm shall charge a flat fee of \$12,000 payable in three installments for the Ordinance, and a flat fee of \$4,000 payable in three installments for the related Application Materials. The first installment of 45% of each flat fee shall be invoiced to the City after the City directs Telecom Law Firm to commence the work. The second installment of 45% of each flat fee



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shall be invoiced to the City after Telecom Law Firm delivers the draft work product to the City. And the final installment of 10% shall be invoiced to the City after the draft work product is published for public comment in advance of its consideration by the Planning Commission and/or City Council. The flat fees shall include consultation time with the City's staff spent by Telecom Law Firm personnel during the internal review process up to the work product's publication.

- ii. **Ordinance, Policy and Applications for Wireless Facilities in the Public Rights-of-Way:** Telecom Law Firm shall charge a flat fee of \$12,000 payable in three installments for the Ordinance, and a flat fee of \$4,000 payable in three installments for the related Application Materials and training. The first installment of 45% of each flat fee shall be invoiced to the City after the City directs Telecom Law Firm to commence the work. The second installment of 45% of each flat fee shall be invoiced to the City after Telecom Law Firm delivers the draft work product to the City. And the final installment of 10% shall be invoiced to the City after the draft work product is published for public comment in advance of its consideration by the Planning Commission and/or City Council. The flat fees shall include consultation time with the City's staff spent by Telecom Law Firm personnel during the internal review process up to the work product's publication.
- iii. **Ordinance, Policy and Applications for Eligible Facilities Requests under Section 6409:** Telecom Law Firm shall charge a flat fee of \$3,500 payable in three installments for the Ordinance, and a flat fee of \$1,600 payable in three installments for the related Application Materials and training. The first installment of 45% of each flat fee shall be invoiced to the City after the City directs Telecom Law Firm to commence the work. The second installment of 45% of each flat fee shall be invoiced to the City after Telecom Law Firm delivers the draft work product to the City. And the final installment of 10% shall be invoiced to the City after the draft work product is published for public comment in advance of its consideration by the Planning Commission and/or City Council. The flat fees shall include consultation time with the City's staff spent by Telecom Law Firm personnel during the internal review process up to the work product's publication



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- b. Hourly Rates.** Telecom Law Firm shall charge an hourly rate for all time spent by Telecom Law Firm personnel in connection with the Additional Services and Ad Hoc Services requested by the City. The hourly rates are specified in **Schedule 1**, attached to this proposal and incorporated by this reference. The Schedule 1 rates attached to this proposal are specially discounted from our normal government rates in recognition of the scope and importance of the larger projects identified above in Section 2. All hourly rates will automatically increase by three percent (3%) each year on the anniversary of the effective date of an agreement with the City to provide the services described in this proposal. Travel time will be billed at fifty percent (50%) rate, except when Telecom Law Firm personnel spend time in transit performing Services for the City (e.g., a telephone call en route to a meeting). Telecom Law Firm shall not bill the City for more than one attorney's time at any in-person meeting, unless approved by the City in advance. All time is billed in six-minute increments (0.1 hours). Telecom Law Firm shall not bill the City for time spent to prepare invoices, open or close a client file or other administrative tasks not directly related to the provision of services.
- c. Expenses.** Telecom Law Firm may incur expenses that will be billed to the City. All expenses are billed at cost with no mark up. Ordinary expenses, such as copying, printing, postage and other administrative costs directly related to the services rendered to the City shall not require the City's prior approval. Extraordinary expenses include any single expense (other than airfare or hotel fees for a meeting at the City's request) that exceeds \$250 shall require the City's prior approval.
- d. Invoices.** Invoices for hourly fees and associated expenses shall be issued approximately every thirty (30) days, and will describe (1) the task performed; (2) the person who performed the task; (3) the applicable hourly rate; and (4) the total time spent on each task.

Invoices for flat fees shall be issued according to the separate proposal requested and accepted by the City. Invoices will be due within 30 days after received by the City.

- e. Fee Deposit.** No initial fee deposit shall be required under this proposal. Telecom Law Firm reserves the right to require a fee deposit in the future for security purposes.

Any such fee deposits if required will be held in a client trust account in accordance with all applicable California Bar regulations. Any fee deposits



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required will be reasonably estimated by Telecom Law Firm to reflect the cost to provide the services requested by the City and/or the security required by Telecom Law Firm. However, such fee deposits are estimates and not guarantees and the actual hourly cost, which may exceed the fee deposit(s).

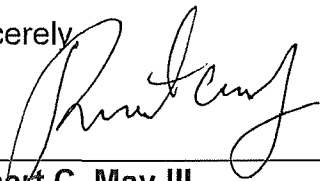
5. CONSULTANTS AND SUBCONTRACTORS

Based on the information provided by the City, Telecom Law Firm does not believe any consultants or subcontractors would be necessary to complete the services described in this proposal. Should any need arise, we do work with several experts in technical, real estate and litigation fields who could be brought on as needed or referred to the City.

CONCLUSION

Thank you for the opportunity to submit this proposal to the City. We take great pride in our work for local public agencies and would look forward to serving the City's needs in this specialized subject matter. Please contact Dr. Kramer or myself with any questions you may have about this proposal or Telecom Law Firm.

Sincerely,



Robert C. May III
TELECOM LAW FIRM PC

enc. Schedule 1 – Hourly Rates
CV of Dr. Jonathan L. Kramer, Esq.
CV of Mr. Robert C. May III, Esq.



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SCHEDULE 1

HOURLY RATES

Professional	Hourly Rate
Per Partner	\$310
Per Senior Associate	\$280
Per Associate	\$260
Per Paralegal	\$175
Per Assistant	\$150



EXHIBIT B

INDEMNIFICATION AND INSURANCE REQUIREMENTS

I. Insurance.

Without limiting Firm's indemnification of City, and prior to commencement of Work, Firm shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Firm shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 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 using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **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 Firm arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City 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. Firm shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Firm shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Firm agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Maintenance of Coverage

Firm 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 Firm, its agents, representatives, employees, subcontractors Firms as specified in this Agreement.

Proof of Insurance

Firm shall provide to the City 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 City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City 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 City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Firm, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Firm hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontracts or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Firm acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Firm of non-compliance with any requirement imposes no additional obligations on the City, 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 Firm maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Firm.

Notice of Cancellation

Firm agrees to oblige its insurance agent or broker and insurers to provide to the City 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 City. The City 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 City's Risk Manager.

Timely Notice of Claims

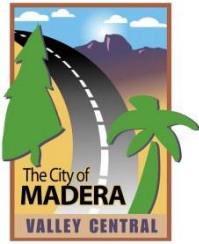
Firm shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Firm's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Firm 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.

II. Indemnification.

When the law establishes a professional standard of care for Firm's Services, to the fullest extent permitted by law, Firm shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Firm is responsible for such damages, liabilities and costs on a comparative basis of fault between the Firm and the City in the performance of professional services under this Agreement.



REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: November 4, 2020

Agenda Number: D-2

SUBJECT:

Overlay of the Parking Lots at Fire Station No. 56 (N. Lake St.) and 57 (S. Schnoor Ave.)

RECOMMENDATION:

Adopt a Resolution Approving the Contract Award to overlay the parking lots at Fire Station No. 56 and 57 in the Amount of \$203,300.85 to Dave Christian Construction Company, Inc. (City Project No. FD-00001 and FD-00003) and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract.

SUMMARY:

On October 20, 2020 the City received five bids in response to the City's request for bids to overlay the parking lots at the City's two fire stations. Dave Christian Construction Company, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Dave Christian Construction Company, Inc.

Funds needed for the project are programmed in the overall Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2020/21.

DISCUSSION:

The proposed Project consists of:

- Grinding asphalt concrete.
- Removal of severely deteriorated sections of asphalt pavement paving with new asphalt concrete overlay.
- Installation of drive approach at Fire Station 57.

- Adjustment of existing utility covers to final grade and replacing parking lot striping/markings.

A map of said improvements is provided in Attachment 2.

BACKGROUND:

The “Notice Inviting Bids” for the project was duly noticed in the Madera Tribune Newspaper on September 30 and October 7, 2020. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City’s website as well as to other contractors that regularly access EBidBoard’s website directly.

On October 20, 2020, the City received five responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security.

Separate bid schedules were provided in the bid documents to identify each location. Both Bid Schedule A and Bid Schedule B consists of grind and overlay. Bid Schedule A covers Fire Station 56, while Bid Schedule B covers Fire Station 57. Bid Alternate 1 consists of removal and replacement of existing north drive approach fronting Schnoor Avenue serving the Fire Station 57 bay. To identify the low bidder, bids were compared based on the Total Bid for Schedule A and B in written words. The bids received are listed in Table 1.

Table 1: Bid Overview			
<i>Bidder</i>	<i>Base Bid A, Station 56</i>	<i>Base Bid B, Station 57</i>	<i>Bid Alternate 1</i>
1. Dave Christian Construction Company, Inc.	\$88,823.05	\$101,477.80	\$13,000.00
2. Bush Engineering, Inc.	\$97,338.00	\$105,290.00	\$12,400.00
3. Avison Construction, Inc.	\$98,363.00	\$106,970.00	\$14,750.00
4. Davis Moreno Construction, Inc.	\$97,069.34	\$118,679.48	\$30,800.00
5. JT2, Inc. DBA Todd Companies	\$111,161.00	\$112,890.00	\$11,200.00
<i>City Engineer’s Opinion of Cost</i>	<i>\$88,314.50</i>	<i>\$92,052.00</i>	<i>\$12,000.00</i>

Dave Christian Construction Company, Inc. submitted the lowest, responsive and responsible bid that meets the contract requirements. The bid documents state that the ultimate scope of the project, as subsequently determined by the Engineer and available budget, may or may not include Bid Alternate 1.

The recommendation for contract award is identified in Table 2.

Table 2: Recommended Bid Award		
<i>Bid Schedules and Alternates</i>	<i>Notes</i>	<i>Recommended Contract Award</i>
Base Bid Schedule A	Grind and overlay Fire Station 56 Parking Lot	\$88,314.50
Base Bid Schedule B	Grind and overlay Fire Station 57 Parking Lot	\$92,052.00
Additive Bid Alternate 1	Remove, Dispose, and Install New Concrete Drive Approach at Station 57	\$13,000.00
Total:		\$203,300.85

The low bidder’s proposal for the Base Bid plus Bid Alternate 1 falls within the available Project budget. It is therefore staff’s recommendation to award Bid Schedule A, Bid Schedule B, and Additive Bid Alternate 1 as noted on the above Table 2.

It is recommended that the Council award the contract to Dave Christian Construction Company, Inc. in the amount of \$203,300.85 for the Project.

FINANCIAL IMPACT:

There is no fiscal impact to the City’s General Fund. Funding for the project are programmed in the Measure K account. These funds are included in the City’s CIP Budget FY 2020/21.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The 2025 Action Plan includes Strategy #421: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain adequate resources to expand protection as the community grows.

ALTERNATIVES:

Potential alternatives to staff’s recommendation are to reject bids or modify scope.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Contract Agreement
2. Location Map

ATTACHMENT 1

Contract Award Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE CONTRACT AWARD TO OVERLAY THE
PARKING LOTS AT FIRE STATION NO. 56 AND 57 IN THE AMOUNT OF
\$203,300.85 TO DAVE CHRISTIAN CONSTRUCTION COMPANY, INC. (CITY
PROJECT NO. FD-00001 AND FD-00003) AND AUTHORIZING
CONSTRUCTION CONTINGENCIES AND CONSTRUCTION MANAGEMENT
SERVICES RELATING TO THE CONTRACT**

WHEREAS, the City identified the need to rehabilitate the parking lots at City Fire Stations 56 and 57; and

WHEREAS, on September 30 and October 7, 2020 the City of Madera (City) Engineering Department advertised a solicitation for bids for Construction of Fire Station No. 56 & 57 Parking Lot Overlay, City Project No. FD-00001 and FD-00003, hereinafter referred to as “the Project”; and

WHEREAS, five sealed bids were received on October 20, 2020, and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2020/21; and

WHEREAS, funds are available within the Project budget to include Bid Alternate 1, reconstruction of the driveway at Fire Station 57.

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

1. The above recitals are true and correct.
2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.
3. The City finds that Dave Christian Construction Company, Inc. is the lowest responsible and responsive bidder.
4. The contract for the Project, inclusive of Bid Alternate 1, in the Amount of \$203,300.85 to Dave Christian Construction Company, Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. Council authorizes funding of up to 10 percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

7. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 4th day of November, 2020, between the City of Madera, hereinafter called "**OWNER**", and Dave Christian Construction Company, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "FIRE STATION NO. 56 & 57 PARKING LOT OVERLAY, CITY PROJECT NO. FD-00001 AND FD- 00003"

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$203,300.85, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid Proposal
- (D) Bid Bond
- (E) Agreement
- (F) Payment Bond
- (G) Performance Bond
- (H) Insurance Requirements for Contractors
- (I) General Conditions
- (J) Special Conditions
- (K) City of Madera Standard Specifications and Drawings
- (L) State Standard Plans and Specifications
- (M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**FIRE STATION NO. 56 & 57 PARKING LOT OVERLAY, CITY PROJECT NO. FD-00001 AND FD-00003**" dated OCTOBER, 2020.
- (N) Addenda Nos. 1, dated 10/15/2020

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Two Thousand Nine Hundred Dollars**

(\$2,900.00) per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process for Disputes.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq.*

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- (2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the

Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be

certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the

apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 40-42 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Dave Christian Construction Company, Inc.** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Dave Christian Construction Company, Inc.** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Dave Christian Construction Company, Inc.**;
2. A failure by **Dave Christian Construction Company, Inc.** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Dave Christian Construction Company, Inc.** to City.

In no event shall any payment by City or acceptance by **Dave Christian Construction Company, Inc.** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Dave Christian Construction Company, Inc.** the repayment to City of any funds disbursed to **Dave Christian Construction Company, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93638

To the Contractor:

Dave Christian Construction Company, Inc.
2963 N. Sunnyside Avenue, Suite 108
Fresno, CA 93727

Notices. All notices and communications from the **Dave Christian Construction Company, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Dave Christian Construction Company, Inc.** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Dave Christian Construction Company, Inc.** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Dave Christian Construction Company, Inc.** in connection to the Project

and correctly sets forth the obligations of the City and **Dave Christian Construction Company, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the **Dave Christian Construction Company, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

30. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the related statutes (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statutes protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

31. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

Hilda Cantu Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

CONTRACTOR

BY: _____
CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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

State of California)

County of _____)

On _____, 2020 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

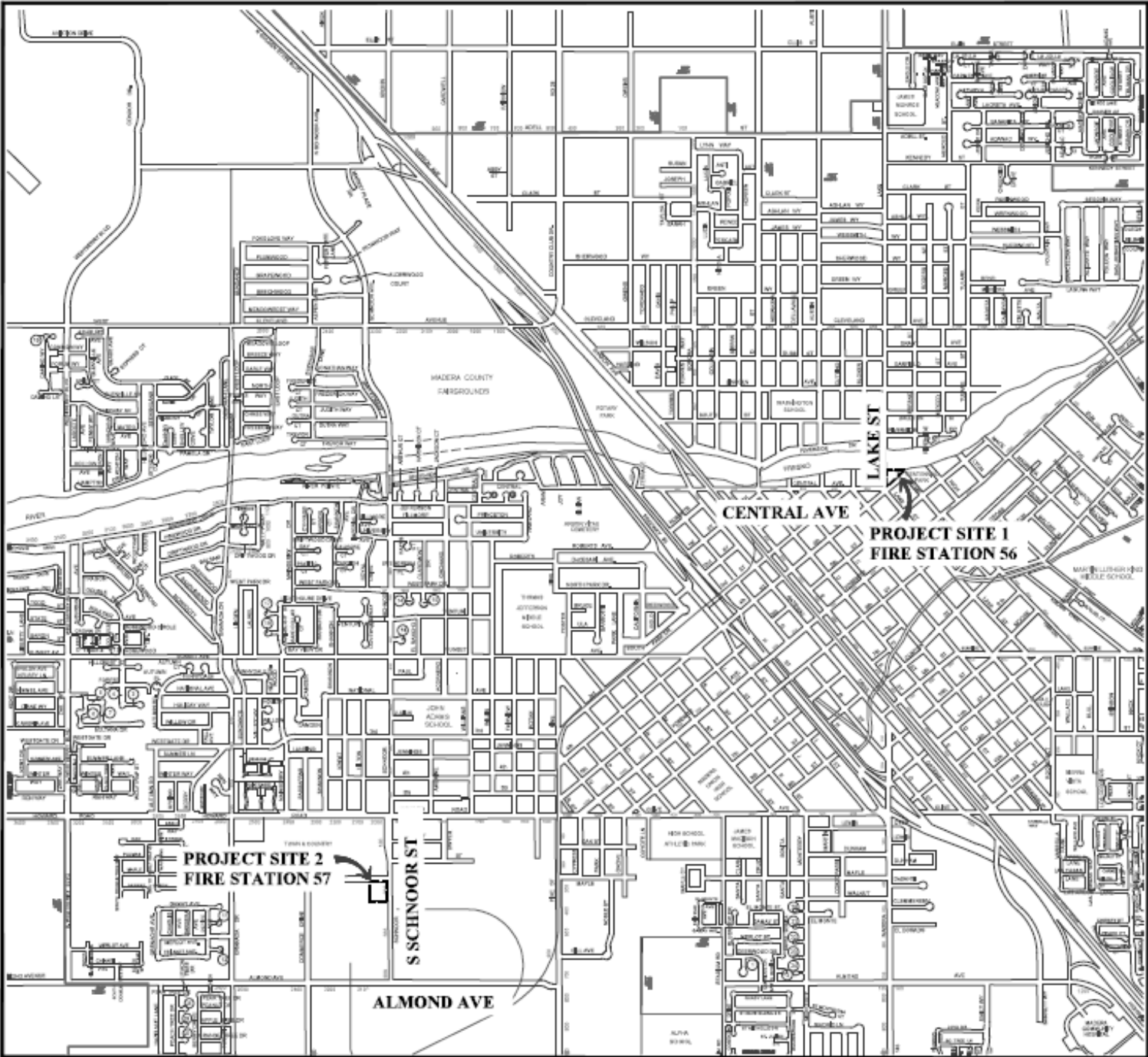
WITNESS my hand and official seal.

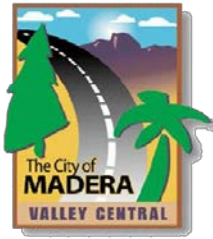
Signature _____ (Seal)

ATTACHMENT 2

Location Map

LOCATION MAP





**Madera City Council Agenda 11/4/20
Agenda Item E-1**

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

There is no written report for this item.