

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, October 21, 2015
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

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

INVOCATION: Pastor David Votaw, Harvest Community Church

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS Recognize Shirley Driggs for Years of Service on the City of Madera Planning Commission

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 6/02/15

- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving an Amendment to the Executive Director of the Successor Agency to the Former Madera Redevelopment Agency At Will Employment Agreement Relating to Use of Paid Leave and Authorizing the Mayor to Execute the Amendment (Report by Wendy Silva)
- B-4 Consideration of a Minute Order Rejecting a Claim Filed by Vincent Mendez (Report by Wendy Silva)
- B-5 Consideration of a Resolution Amending Resolution No. 07-132 Setting the Rate of Compensation for Certain Part Time Positions (Report by Wendy Silva)
- B-6 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for Camarena Health Center (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Ratifying and Approving an Agreement between the City of Kerman and the City of Madera for Firearms Training Range Use (Report by Steve Frazier)
- B-8 Consideration of a Resolution Authorizing the Submittal of an Application to the California State Department of Transportation Sustainable Transportation Planning Grant Program for Funding in Fiscal Year 2016-17 for the City of Madera Safe Routes to School and Pedestrian Safety Priorities Plan (Report by Sonia Hall)
- B-9 Consideration of a Resolution Approving Award of Agreement for HVAC Maintenance Services, RFP No. 201516-02 to the Lowest Responsive Bidder, California Climate Control, Inc., and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)
- B-10 Consideration of a Resolution Approving an Amendment to the Agreement with ADP for Affordable Care Act Services (Report by Wendy Silva)

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

- C-1 Consideration of a Resolution in Support of Locating the California High Speed Rail Heavy Maintenance Facility in Madera County (Report by Sonia Alvarez)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Weekly Water Conservation Reports (Report by Dave Randall)

F. COUNCIL REPORTS

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT – Next regular meeting November 4, 2015

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

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

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

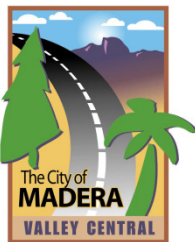
I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for October 21, 2015, near the front entrances of City Hall at 3:00 p.m. on October 16, 2015.



Sonia Alvarez, City Clerk

Return to Agenda

Item:	B-1
Minutes for:	6/02/15
Adopted:	10/21/15



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

June 2, 2015
5:30 p.m.

Council Chambers
City Hall

CALL TO ORDER

The special meeting for 6/02/15 was called to order by Mayor Poythress at 5:30 p.m.

ROLL CALL:

Present: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby (arrived at 5:32 p.m.)
Council Member Sally J. Bompreszi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Grant Administrator Daniel Abdella, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Procurement Services Manager Becky McCurdy, Planning Manager Chris Boyle, Commander Dino Lawson, Parks Planning Manager John Scarborough, Recreation/Community Programs Manager Ozzie Naranjo, Fleet Operations Manager Randy Collin, Financial Services Manager Gina Daniels, Successor Agency Director Jim Taubert, Neighborhood Preservation Supervisor Viola Rodriguez, Fire Chief Nancy Koerperich and Battalion Chief Jim Forga.

PUBLIC COMMENT:

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

No comments were offered.

AGENDA ITEMS

1. Budget Workshop FY 2015/2016

City Administrator David Tooley advised that this evening the Director of Financial Services Tim Przybyla will be hitting in the leadoff spot. He will provide the Council with overview discussion. They will then move into the individual department budgets. They will take them through the budget pretty much in the

order in which it is presented. Where they don't, they will direct them to that portion of the budget. They will provide brief discussion of each operating budget. He advised that to the extent that the Council has questions, he asked that they feel free to stop them and take the time they need to make them comfortable.

Director of Financial Services Tim Przybyla stated that the document that was sent out to staff and to the Council is the format that they are going to follow today. They will start out with the general fund budget overview. They will talk about the enterprise fund budget overview. They will then discuss very briefly the internal service funds budget overview. Then they will follow the budgets by department and just work their way through that. They will have each department come up and present brief information about their various budgets as will be outlined.

Mr. Przybyla stated that as mentioned here the general fund revenues and expenditures, Exhibit A, shows that the overall projected general fund revenues of \$32 million are basically \$2.2 million or 8% higher than the 14/15 adopted budget while the proposed expenditures reflect an increase of about \$1.68 million or 5%. He noted that is good and added that their revenues are increasing more than their expenditures. That brings the projected deficit down from slightly under \$970,000 in the 14/15 adopted budget to slightly under \$375,000 in the proposed 15/16 budget. He thinks that gives a good overall picture and probably covered enough detail on it at this time.

Mr. Przybyla referred to the enterprise fund budget overview. He noted that, as can be seen on Exhibit C, the overall estimated deficit for 14/15 is \$1.6 million and the projected 15/16 enterprise fund deficit is \$4.1 million. He commented that is their estimate compared to the total expense for the enterprise funds. He noted that it is a lot different picture than what they were looking at in the general fund. He stated that, of course, they are anticipating a successful Prop 218 process. They are hoping that the rates will be approved so that they won't actually be funding a \$4.1 million deficit. He added that obviously, if the rates are not approved, a lot of the costs will be held off, a lot of the capital projects will be deferred even further out. He thinks they all understand that they are kind of waiting to see how that falls out.

Mr. Przybyla announced that they would skip to the internal service fund budget overview. He advised that they are projecting a deficit of \$102,000 in 15/16. He noted that he broke it down into different sections so that it is easier to see on the page otherwise this would be one big schedule that none of them could read. He commented that if they work down to the bottom, \$102,000 was the deficit that is projected. He stated that for the internal services, it is typical for those to be under or over on their revenues or expenditures. It just depends on what expenses they have in the year. He referred to the display noting that the deciding factor on this one is pretty much the fleet budget which has \$105,000 deficit budgeted for next year but that is just because it has saved up funds over time to be able to pay for those replacement vehicles that will happen in the next fiscal year. They can see also by looking at the detail of the report that they are expecting a \$74,000 surplus in 14/15 but because some projects have been delayed they are actually looking at \$125,000 surplus. He noted that is ok because the funds will build up and they will spend them next year or whenever the vehicles are actually replaced.

Mr. Przybyla asked if there are any questions on the summaries of the general fund, enterprise funds or internal service funds at this point. No questions were asked and Mr. Przybyla announced that they would move on to the table of contents and walk through the different budgets by section. They will follow them in order. He explained that the ones that have the little boxes around them are the ones he will click on and they will move on to those. He advised that the first one is the City Administrator's office.

City Administrator's Office

City Administrator David Tooley advised that he is responsible for three operating budgets. He referred to page D-2 and noted that they are the City Administrator's budget, central administration, and community promotion. He commented that it is hard to make a one person department too exciting. He stated that there are minimal changes here. They will note that there is an additional \$20,000 in community promotion because they anticipate expanding on what they are doing right now on how to start up a new business. They are going to bring in additional consultants and provide additional hours of counseling time for new businesses because obviously as they start a new business that is when they need the most

help and the most guidance. They are going to make an additional investment there in terms of the support they provide the new business community.

Mr. Tooley noted that there is also an increase of approximately \$15,000 in funding other agencies. They failed to capture from one year to the next the need to provide funding for some agencies. He advised that one example is the Transportation Commission. He noted that they regularly come in at mid-year or shortly after the beginning of the year and they ask for additional funds for a trip to Washington, D.C. They will see that in the next budget and that represents about \$9,300. He advised that they are simply capturing those funds at the front end of the budget as opposed to making an amendment later on.

Mr. Tooley stated that what he thinks is more interesting about his budget is what is not in it. He gave consideration to some additional personnel requests this year and chose not to include them in the budget. He advised that one of them would be a position for what he will characterize as an ombudsman. He stated it was the second job he had in professional management and what he did for the city was that every complaint that came in it got personal attention. He called each of the people who called in with a complaint. He coordinated the service delivery response from the departments and he was the eyes and ears for the city manager because if they had a problem and it was a systematic problem as opposed to just something that happened then it deserved a system response. He stated there is a lot of value in paying attention to complaints because they can improve their service delivery plan. He chose not to pursue an additional position this year simply because he felt like, as a City, they had other competing priorities that deserve more attention.

Mr. Tooley commented that the second area that he gave a lot of thought to was their business development center that they still plan to create inside City Hall. He looked at additional personnel there and he just doesn't see that they are at the right point in the business cycle to make an additional expenditure in that area.

Mr. Tooley advised that the third area that he thought was critically important was technology. He noted that the Information Services Manager Ted Uyesaka will cover that in his presentation.

Mr. Tooley offered to answer any questions.

Council Member Medellin noted that LAFCO shows zero. He thinks that is just going to be a one time thing this year where LAFCO actually had a surplus and that is \$30,000/\$35,000 or so that will be credited to their fund. He thinks they are going to re-examine the City of Chowchilla, the County, and their portion so it shouldn't be what they have been paying in the past but it is nice to have \$35,000 or so extra.

Mr. Tooley responded that Council Member Medellin is absolutely correct.

Council Member Medellin stated he loves the ombudsman idea.

City Clerk's Office

City Clerk Sonia Alvarez stated that for the City Council budget the one obvious decrease would be under the Section 125 benefit allowance on page D-7. Ms. Alvarez advised there is a decrease on the amount that is allocated because it depends on the level of coverage that the Council Members have for health insurance. She noted that it was higher in the prior year because they had new Council Members coming in and they did not know what they would elect for that coverage.

Ms. Alvarez stated that the other thing they wanted to bring to the Council's attention is the conference budgets for Council Members. She advised that the proposed budget shows each Council Member is allocated \$1,700 per year. Ms. Alvarez noted that Mr. Tooley would like to add a comment regarding that.

Mr. Tooley stated that they didn't catch it when they were preparing the budget but they reminded themselves that Council Member Robinson serves as a Vice President of their area representation for the League of Cities. He advised that entails a significant degree of travel and in fact, based on his prior

experience, they could easily double the budget for Council Member Robinson and probably still be inbounds. He would think that at the very least that travel and training budget should probably represent at least \$3,000 as opposed to the \$1,700. He noted that he leaves it to the Council's discretion but he thinks it is probably important that he is going to do a great deal more travel simply because of the responsibility he has accepted on behalf of the league.

Mayor Poythress commented that Council Member Robinson is the first one, he thinks since he has been on the Council, who has taken an active involvement in the League of Cities. He knows that is putting them on the map in terms of the League of Cities. He would agree, as mentioned, doubling the budget may be in line. He is not sure if his colleagues have a comment or thought.

Council Member Medellin stated he agrees. He thinks it is great to have representation and Council Member Robinson is doing a fantastic job.

Mayor Poythress asked if it would be ok to propose doubling.

Mr. Tooley stated that if the Council directs it they would add \$1,700 to that particular line item for Council consideration.

Council concurred. Ms. Alvarez advised that is all she has on the City Council budget unless there are any other questions. No other questions were asked.

Ms. Alvarez moved to the City Clerk budget and stated that it is largely status quo other than the significant decrease because it is a non-election year so that is \$50,000 right off the bat. She added that everything else is just minor adjustments pretty much between the maintenance and operation budget line items so that she still did not have any significant increases. Ms. Alvarez advised that is all she has to present unless the Council has questions.

City Attorney's Office

City Attorney Brent Richardson stated that the City Attorney's budget essentially, like the City Clerk's, is going to remain largely unchanged. They will still remain a single attorney office as they have done for the last few years and they have been managing to keep above water. He noted that the only minor change was the \$1,000 addition to the conference and budget training line item and that is so that he can actually have his paralegal attend the City Attorney's conference with League this year. He thinks it would be good for her professional development. Other than that everything is status quo.

Mr. Przybyla noted that with the \$10,000 decrease in computer maintenance they didn't even notice that \$1,000 increase so that worked out well.

Finance

Director of Financial Services Tim Przybyla displayed their organizational chart, and goals and accomplishments. He referred to Department 104 and stated that salaries are down by about \$40,000 due to allocation of time to grants and enterprise funds for both himself and the Financial Services Manager Gina Daniels. He noted there is an increase in the overall expenses for the Finance Department 104 that are related to the increase related to software costs. He advised that this year they had \$75,000 budgeted and next year they may actually spend it because they are working on that RFP process now and hoping to get things going with Tyler Munis. He noted that is the substantial increase in that budget.

Mr. Przybyla commented that there is also a slight decrease in utility billing salaries and benefits due to the use of part time staffing. He added that in the current year there are also some savings related to turnover. He commented that there is a \$10,000 in operational costs increase due primarily due to the interfund computer charges. He stated that there was some change in the allocation method that the Information Services Manager Ted Uyesaka put together this year which more accurately reflects which departments are charged for the computers that they actually have in their department. He noted it is about a \$4,000 increase there and there are really no significant changes there.

Mr. Przybyla referred to purchasing and stated that it is basically status quo with an overall 2% increase to that budget over last year's budget.

Mr. Przybyla stated that the other budgets that are within the Finance Department are the CFD budgets and the Parks Facilities Lease. He advised those are basically the same as last year, status quo, with very little change. Mr. Przybyla offered to answer any questions. No questions were asked.

Human Resources

Director of Human Resources Wendy Silva stated there are two items of note in the Human Resources (HR) Department budget. The first is a request for funding of \$2,500 for the City of Madera ADA Advisory Council. She advised that historically they have had funding through CDBG but they did not have enough members to actually have a body to apply for funding and sign documents so they missed that funding cycle this year. Ms. Silva stated the request, placed in their budget, was so that they can do the things they do which is go out to community events, go to the fair. They have pamphlets they print up but none of that is free and they have things that they purchase to hand out to kids at the fair like coloring books on disability awareness to try and help the community. She stated that request is in the budget.

Ms. Silva stated the second item of note is that they have had people ask them about the AEDs, Automatic External Defibrillators. They don't have them in any City facilities but their staff is trained to use them because it is included now in standard CPR first aid training. They did some research with other local entities and got some quotes on what the equipment would cost. She advised that there is \$12,000 in the budget for purchase of approximately six devices and they would put those in basically the major City facilities. They have a life cycle of about 8 years and then per device there is about a \$250 maintenance cost because they have to have a subscription and certain paperwork to have the device and there is a subscription service for said paperwork. Ms. Silva advised those are the major points in the HR Department budget and asked if there are any questions on that.

Ms. Silva stated the other piece that she has is the insurance risk management fund. They talk about this sometimes in closed session when they are looking for settlement authority on claims. They have some retrospective adjustments coming up that are going to be pretty sizeable. Historically they have had some retrospective adjustments that gave them some really nice deposits into that fund and those were used to pay for their costs in those current years. She noted that now they are going to be owing because of actual claim costs. She looked back and the 15/16 is what is going to be hitting. They are going to pay that out of current year revenues. She advised that the estimate is that they are going to owe \$605,000 on the workers comp. She stated that is mostly due to the 09/10 program year. She looked back at those claims again this afternoon and they had some pretty serious major back injuries on a couple of employees which required multiple surgeries. They hit their SIR (Self Insured Retention) on several claims which means after that the pool picks it up but the problem is they hit their SIR a lot of times so that gets very expensive. Now what they are doing is going to be putting that money into the program and that includes estimated future medical. She noted this isn't like they are going to keep getting a bill every year for those claims. They are taking their money and they are putting it on deposit now and setting it aside so that those claims are taken care of and they are not trying to put money aside for those claims at the same time that they are now taking the next year's claims, and next year's claims, and kicking the can down the road. She advised that the amount owed is going to be a lot, and it is going to be a lot going forward because they have a few years where they just had some really big claims. Ms. Silva asked if there are any questions on that. No questions were asked.

Mr. Przybyla added that in the 14/15 estimate they will be paying out that \$940,000 in the current year. They will see how those figures fit in from what is in Ms. Silva's department summary and the figures that she just discussed. He stated that as Ms. Silva mentioned they have over \$1.5 million coming in the next three years so that is something they will need to watch as they move forward.

Mr. Tooley stated they will recall that they had a discussion about this. They will probably recategorize a portion of their general fund balance position and put that as a stop gap in the insurance reserve fund. He explained that the insurance reserve fund is a component of the general fund so they are not really

moving out of the general fund, they are just earmarking it as a safety net. He noted that doesn't mean they shouldn't be paying attention to costs; it doesn't mean they shouldn't be creating a carve out in their revenue plan to pay for some of that out of their current revenue stream. They are just creating a backstop just in case. He asked if that makes sense to everyone.

Mr. Przybyla thanked Mr. Tooley for the clarification.

Police Services

Chief of Police Steve Frazier stated that the Madera Police Department (PD) represents a \$200,000 savings over their last year. He advised that is attributed primarily to grant funds that they have had that savings. He noted that their revenue projection for animal control in PD budgets are expected to be status quo. They will see in the PD administrative budget a decrease in revenue because they have taken some grants that were just deposited as revenue and created their own line item. He noted that is also were they saved a large portion of that money in their personnel costs.

Chief Frazier commented that they still have outside sources that fund three positions. They have the school district for two positions in Community Corrections Partnership (CCP) funds equaling \$396,000 that they save the general fund. They fund officers with those. He added that they will enter this next fiscal year with three vacancies not by choice but because the job market is such that they are competing with every agency in the state for the few qualified candidates. They anticipate that they will start the year providing some more savings to the general fund not by choice but just out of necessity. He noted that arguably the most important component of this year's budget is that they have a lieutenant built in that will be added to the Police Department. They are trying to extend the commander's longevity by getting him some help in providing adequate supervision to the PD.

Chief Frazier stated that there are also some submitted budget increases to the tune of \$70,000 in overtime, PG&E, and recruitment. He noted this is the aggregate cost of \$70,000. Other than that their budget remains largely the same. Chief Frazier offered to answer any questions.

Mr. Tooley stated the overall plan, over the next three years, that they are looking at is increasing the staffing by three lieutenant positions. He noted this is just a first step in an ongoing program and stated that Chief Frazier might want to add to that.

Chief Frazier stated agreed. He noted that the lieutenant will be a new old position. They will have to sit down with HR, create the job description and they will probably look at bringing on a lieutenant at the end of this fiscal year, last quarter. Then bring on the next lieutenant in the first quarter of the next fiscal year. The third lieutenant will be in the first quarter of what would be 17/18. He commented that this has been a necessity for them for a long time, span of control, liability reasons, and they miss something because they just don't have enough eyes to provide adequate supervision. He advised that this is desperately needed. They had two commanders in 2011 when they lost one commander, and it just too much. He realizes that Commander Lawson is exceptional but it is just too much for one person. He stated that span of control is 1 over 77 and that is just too many, it is just too broad, and they will be setting themselves up for failure. He noted that when the PD fails it costs the City a lot of money. They need to bring in those additional supervisors in order to make sure that they have adequate supervision. He asked if there are any questions.

Mayor Pro Tem Oliver asked, for some frame of reference, if the Chief can provide a little bit of a picture as to where they have come from say 10 years before the recession hit and where those levels are today as far as staffing, patrol folks.

Chief Frazier responded that they have been at a high of 61 sworn personnel. They reside at 57 right now. He added that in the biggest, not necessarily recession related, but they have consistently run with five long term absences and they are presently with five long term absences. He stated that with the three openings that they have they are down to 49 sworn positions. He noted that 10 years ago they were probably situated very similar to where they are now. He added that a little more, in the not so distant past, they have had the 61. He stated the 61 was actually an over hire position which they never

fully realized. He noted that staffing has just always been kind of a tenuous situation. It just depends on the things that are happening. He added that they did lose some positions in the recession. They are working to get those back because they are key positions. He stated that a lieutenant is a huge step for them and it will provide opportunity for them to do a lot of things that they haven't been able to do even back when they had two commanders. He commented that personnel wise he thinks they are situated the same. He added that obviously right now what they had 10 years ago was two commanders. They have one now. He stated that again, on staffing, because that really tends to fluctuate, it just depends. He thinks they are a little lower right now just based on the 57 and the three vacancies and then the five long term absences. He advised that it is making things very tough right now.

Mr. Przybyla stated that Chief Frazier did mention that there was a new budget created and it is the first one that is shown in his budget. It is the AB 109. He noted that before that was included in the Police general admin budget. They broke it out so they could track it separately in its own department.

Fire Services

Chief Nancy Koerperich stated for the Fire Department most of their budget is relatively the same but there was an increase from the previous fiscal year. She advised that where Chief Frazier saved them \$200,000 she is going to spend their \$200,000 unfortunately. She noted that there was an increase to PERS which she is sure Chief Frazier can attest to that too. She advised that there was an increase to the retirement fund and unfortunately that increased their admin fee as well as the benefits/salary rate that was increased by 11.16%. She noted that the other issue that occurred for the state is that they were successful in negotiating a 4% increase. She stated the 4% increase was good as a general overall increase for their employees but it did not meet minimum wage for firefighters. She commented that the Firefighter II's actually received a 6% and the City has four Firefighter II's in their budget so they received a 6% pay increase. She noted that they are just now barely like 32 cents over minimum wage.

Chief Koerperich stated that there was also the fire engine that was set in the budget that was not funded. It was supposed to be in last year's and it didn't get funded last year. She added that they will also increase a cost of \$210,000 from January whenever they receive the chassis for the new fire engine. She advised that those are the big increases and it is about a \$233,000 increase but she can promise them that all of the people that have been injured in their City that are firefighters, the state has paid for their SCIF (State Compensation Insurance Fund) and their worker's comp so she probably saved them that in worker's comp she promises because there have been some long term outs in their Fire Department unfortunately. Chief Koerperich offered to answer any questions.

Mr. Przybyla stated those are the benefits of having contracted services. They will notice that they don't have a salaries and benefits section because they contract services with them.

Community Development Department

Community Development Director David Merchen stated that the Community Development Department consists of two groups of departments. He noted that development services, as they commonly refer to them is the Building, Planning, and Engineering departments. He advised that he will summarize those in kind of a lump sum format this evening and the development managers Steve Woodworth, Chris Boyle, and Keith Helmuth are also here should the Council have any more specific questions regarding those budgets. He noted that the second half of Community Development is the Public Works side which obviously is operating and maintaining the City's utility systems as well as solid waste, the airport and so forth. He advised that Dave Randall will summarize those separately after they talk about development services.

Mr. Merchen stated that on the services side over the last year the development activity level work flow has continued to go up as the recession has tapered off and the recovery has continued on the upward trend. He noted that combined with an adjustment to the fee schedule, which they approved over the fiscal year, all of the development services departments have generated more revenue than anticipated. He doesn't remember what that number is off the top of his head but it is, he believes combined well over \$200,000 in excess of what their projections were. He stated that combination of increased fees plus increased development activity has done well on the revenue side. They anticipate that that increasing

trend will continue over into the next fiscal year although, it is always difficult to anticipate exactly what subdivisions are going to come online and be interesting to buyers, as well as what new commercial projects come into play. For instance, if the travel center that is proposed at the north end of town is approved and goes into the building phase, during the next fiscal year, that could result in a bump in all kinds of fees, development and impact fees together. If it doesn't they wouldn't receive those fees this year. He stated that it is a little bit hard to anticipate exactly what kind of fee revenue will be received but they anticipate in general an increasing trend.

Mr. Merchen stated that during the lowest point of the recession the staffing level in the development services departments did shrink mostly through moving people out of the departments as well when folks left, their positions weren't rehired. As the economy has recovered it has proven difficult to get all the things done that they have talked to the Council about doing. Some of those are routine things just in terms of meeting their turnaround times that they would like to meet. He added that others are getting special projects done like updating the zoning ordinance. He stated that each of the development departments has proposed a response to that situation and he will describe that to them briefly.

Mr. Merchen noted that in the Engineering Department the proposal is to add two interns to the staffing mix. He commented that as simple as an intern sounds, it just creates a lot of flexibility by removing the routine busy work from there certified smart people and of the engineers, to folks who don't necessarily need to have those credentials in order to do the work so that will provide a lot of relief there.

Mr. Merchen stated that in the Planning Department the proposal is to take what is now kind of a shared position with the Public Works Department and make it a part time assistant planner. He restated that it is a part time intended to be not seasonal but not a full time position. He noted that would provide assistance to meet peak demand and create enough flexibility to do the kind of work that both the public, the Council, and the Planning Commission expects of them.

Mr. Merchen stated that in the Building Department they are proposing to increase the contract services line item by about \$30,000 and that gives them the greatest amount of flexibility, as they get more plan check requests and inspection requests, to just use contract services. He noted that it is more efficient for them to use contract work than it is to even use part time folks. Mr. Merchen stated those are the proposals to adjust workload accommodation or increase staffing in each of the departments.

Mr. Merchen commented that beyond those staffing changes or staffing costs there is not a whole lot of operational change in departments. He advised that services will stay the same. They will react to different development projects as they come in and different capital projects as they come up in the queue but the core services will stay the same. He stated that if they look at individual departmental line items, and they might compare one to the next, they will see some change just for odd items. For instance, last year the Planning Department's budget included money for a Housing Element update and he thinks the Planning Department last year also paid for the update to the fee program for that set of consultant work. He noted they don't pay for that every year so those one time costs coming in and out of the departments where they will see some changes in that regard but for the most part the activity level doesn't really change beyond the staffing changes. He stated that there is not enough money in the line items to really represent significant differences.

Mr. Merchen advised that the one item he would call to their attention is there is a request for \$15,000 in the travel and training line item in the Planning Department. He explained that is to allow Planning Commissioners to attend training. He commented that with almost an entirely new group of Planning Commissioners, noting they have not sent any Planning Commissioners to training in at least the last five years, so he thinks, with the exception of one Planning Commissioner, none of their commissioners have received training during their tenure. They would like to provide an opportunity for at least some of them to go through either a league event or an American Planning Association event next year.

Mr. Merchen stated that pretty much covers it from a summary perspective. He restated that the development managers are available if they have any specific questions.

Mayor Poythress asked if anybody has any questions.

Mr. Przybyla referred to Mr. Merchen's comment that there is a \$35,000 item for contracted services. He asked if that line item should be \$35,000.

Mr. Merchen responded that was the prior year. That is what he was referencing.

Public Works Department

Public Works Operations Director Dave Randall stated that Public Works isn't all that exciting. He noted if that the toilets flush and the water flows they are happy. He advised that when they sat down and tried to develop their budget, they tried to endorse some of the City's core values. One of which is not to just accept the status quo. He stated that he asked his staff when they developed this budget two questions. The first question is are they providing the services that are necessary at the service level requested by the public and by the Council. He noted that it is really easy to fall into just doing what they used to do. He commented that this budget represents them taking a careful consideration of that issue however, they are not going to see any major service changes. He stated that the toilet will still flush, the water will still come out, the street sweepers will go by but they do want the Council to know that it is not just the same old same old. They do look at it. He noted that the other element is to look at are they providing those services in an efficient manner and are those sustainable. Can they maintain those services for the long period of time and that is where they really tend to be having a little more focus and a little more energy put into their efforts. It is trying to make sure that they can maintain those services, in particular, their infrastructure and replacement on a longer term basis.

Mr. Randall stated he won't go through all twenty-some budgets for them but he wants to just sort of give them some of the highlights. He stated that obviously the biggest thing is water and sewer fee rates. As they heard earlier, if they didn't do anything they would be looking at about \$4 million and that is not sustainable obviously so it is something that they have to deal with. He noted that assuming that they do deal with that issue, the study they have seen and prepared is acceptable, and they can survive the pitchforks and torches, they will hopefully be in a sound position where they can continue forward doing things that should provide a long term solid infrastructure where their generations will not be looking at a built up deferred liability. He commented that they have quite a bit of that but they are looking to try to systematically manage that and eliminate it and be more proactive in their preventative maintenance and understanding what their liabilities are. He stated that in the first year there are not very many capital projects. He advised that was designed intentionally so even if they didn't get that money, they really would be hurting because there is not much capital to cut. He restated there is very little. He noted that there is one large study which is an assessment of the sewer and water infrastructure and again, that is sort of a kick off on that same theme of trying to make sure that they understand what their deferred liabilities are and they have a consistent, well thought out plan at how to address those things. He is not trying to say that there is any doom and gloom but for the most part their infrastructure is in relatively good shape. They are not Parksdale, right? *(Note: Mr. Randall meant Parkwood)* He noted they have sufficient ability to maintain what they have. He added that as was seen when Parkwood went out, they have to have a certain amount of redundancy. Their services are something they can let lapse. They have done things such as taken Well 18 and made it from a standby to a fully operational well. They are hoping to go live with it in the next week or two. He stated that Well 27, which has been offline for a number of years, will be coming online this next year. They are resolving a problem with some nitrate build up in the filters so that will happen. So in all, what they will see is the budget represents their expenditures and makes sure that they are maintaining both the capacity and redundancy so they should be ok. He noted that the drought is the drought and the aquifer and the hydrology is a bit sketchy but they are in a good enough position where they are managing their assets so they can react in a reasonable fashion and they are not gonna get sort of caught with everything breaking down at the same time.

Mr. Randall referred to the wastewater treatment plant noting that some people think it is a new plant; it really isn't so they are seeing a lot more expenditures on preventative maintenance this year but then again that is a good investment in their future to make sure that they have sufficient capacity. They are at 5.6 million gallons a day on a plant that is designed for 10.1 but they want to make sure they maintain the

effectiveness of that system so they don't lose capacity so as they grow they have those opportunities and capacity.

Mr. Randall referred to streets. He stated that some of the focus that they will see a little bit is to look at trying to take some of their storm drainage facilities and look further at trying to make them more effective for water recharge. He advised they do that to a certain extent already but as water becomes the topic of every day, they are looking to try to maximize that in any way. He added that there is an ongoing problem in funding streets. Unlike water, they know the problems as they really don't have any new resources but the Mayor has his stake committee and they are going to find them new fees. They are hoping for some relief but in the meantime they are trying to work the best they can to maintain what they have.

Mr. Randall referred to the facilities and electrical division. He noted that they have been working quite diligently to try to do a number of things. They unfortunately had a few absences and some injured individuals so they have been a little short on people but they still have managed this year to get a lot of their LED projects done and next year, they will see the last phase of that completed and they will be completely converted.

Mr. Randall stated that they are, in this budget, proposing four different positions. He advised that two of them will be in the water division. He noted that this is reflective of the fact that they added 13,000 meters and they didn't have any staff, and those things are coming home to roost. They have to try to address how they manage those things and how they get the rest of the services done. He restated that there are two positions there.

Mr. Randall stated that in the wastewater treatment plant they are bringing in a part time person to try to help them recruit and train somebody for their lab position as that person is retiring. He noted that it is just very, very difficult to have a highly technical person be hired to work in a stinky sewer plant. He stated it is just hard to find for the money that is available. They are looking to hopefully grow their own.

Mr. Randall stated that in facilities they are adding a position that is necessary to deal with a lot of the automation that they have. He commented that most people don't see it, but besides the street signals, all their wells and the wastewater treatment plant use an awful lot of automation. He stated they may have heard the SCADA system referred to which is one of the systems that gives them all of the information and allows them to handle the 22 different lift stations and the 19 different wells and the entire alarms working at the wastewater treatment plant. They will be hiring a person that is a technician to help them further do some of those things.

Mr. Randall stated that out at the airport things continue to be well out there. They always love the airport because it just seems to go along and they are always proud of it but it actually is a pretty expensive operation for a big parking lot with the most expensive thing being the pavement. He noted that the FAA continues to give them money thank goodness and this year they will be doing another \$500,000 project. He advised this will be crack sealing. He stated that it comes as a result of the Pavement Management Plan they completed this year. He advised that \$300,000 of that will be funded out of the FAA and \$200,000 out of their airport fund balance.

Mr. Randall stated that summarizes everything he has and offered to answer any questions.

Parks and Community Services

Director of Parks and Community Services Mary Ann Seay stated they have been hearing a little bit of a theme largely the same except for this change and that change. She noted that theirs is a little bit different. She stated that across all divisions in the Parks and Community Services Departments they are impacted by the increase in minimum wage. She stated that in July of last year the minimum wage went from \$8.50 to \$9.00 and it is scheduled to increase to at least \$10.00 in January; potentially more. She commented that there is legislation on the table so they are not entirely sure how that is going to impact them. They have prepared the budget as though it is going to increase to \$10 per hour so they will see some shifting in part time salaries and that is the reason for it. She added that there is also a new law

that for every 30 hours a part time seasonal employee works they get an hour of sick leave so they are building that into their budgets also. Ms. Seay stated that in the last 7 or 8 years they have seen first picking the low hanging fruit and then kind of getting on the ladder and picking the higher fruit and then getting into the middle of the tree and picking some of that too so what they are attempting to do in this budget cycle is to take care of some of those things that they have pushed and pushed and pushed. For example, the exposed wood at the youth center is deteriorating at a pretty rapid rate. She commented that some construction issues beyond their control have necessitated that they go back in and that they retreat that wood. They don't have any resources to do that without making a request so there are some capital requests like that and then some more minor equipment purchases like replacing a mule with four tires, not four legs just for their edification, and pool tables and ping pong tables, those kinds of things that have exceeded their usable life. Ms. Seay stated the sum total of those recommendations is about \$160,000 paired down from an initial ask of about \$211,000 at the start of this process.

Ms. Seay referred to the master fee schedule. They may have noticed in their copy of the budget that what the Parks and Community Services Department does on an annual basis is they collect data from their own users. They collect data from other cities. They collect data from their competitors. Are they priced right? Should they consider an increase? Should they consider a decrease? She advised that in some cases they made some minor adjustments. For example, the Millview gym was not a very popular place to rent, then this last year, due to a marketing effort, due to the fact that they entered into a contract with MUSD and they are going to have the floors redone and the interior repainted, and that they have been getting usage, they have increased that rate. She added that at the same time they have taken Pan Am and they have compared it to other places that rent out similarly sized halls and they think they are a little overpriced so they are dropping the full day rental from \$670 down by \$70 to try to drive revenues. She stated that in all cases where they have made minor adjustments in the master fee schedule, they have done that by analyzing what their neighbors in Kerman are doing, what their competitors in town are doing, to just try to increase their revenue stream in Parks and Community Services.

Ms. Seay referred to the budget noting there is a big section all in red. She stated they are not new fees, they are just new to the Parks and Community Services section. She advised that they used to reside in the Engineering Department fees for plan checks, and in the Engineering Department part of the master fee schedule it asks them to look at the Parks and Community Services Department for those plan check fees. She restated that there is not a change in the fees or it is not a new fee; it is just in a different place.

Ms. Seay stated that in the Parks Division, they added a wing of services, people/equipment, etc., to manage landscape maintenance zones, which has been before them several times this spring, and staff was directed to take this action. She noted that is the biggest change in the Parks Division and it is the addition of two full time and 4.1 something part time people.

Ms. Seay noted that she would be remiss to make it all the way through the parks division without talking about water conservation. She stated there are discussions internally in their department, internal in the City. They are going to have wider discussions with their neighbors, best practices in other jurisdictions and she would expect that during the balance of the next 12 months that they as a collective staff will be back before the Council seeking direction on some additional water conservation efforts. Right now for example, staff is going through and retrofitting existing median island irrigation, turning the irrigation off the ornamental turf and turning it on to the trees. She noted that right now they are able to absorb that into their existing budget. She added that what they end up doing 6 months from now may require additional Council action. She noted that there is nothing that she really wants to draw their attention to in the document they see before them, the document they will be voting on in a few weeks, but she thinks it is only wise to mention that this coming fiscal year they may be forced to make some changes relative to water conservation.

Ms. Seay stated that in the recreation and community services division there used to be two divisions. They had a manager in charge of each division. She noted that one of the low hanging fruit pieces she talked about earlier was when they lost those positions, they downgraded them, they under filled them, and they hired them at supervisors. She commented that then, one of those people left and another low hanging piece of fruit that they picked was to merge the two positions into one position. So they have

gone from a higher number of FTE to a significantly smaller number of FTE and what they are requesting in this budget cycle is to add one person back in the form of a Recreation Supervisor to help with some of this additional work that they have. By way of example, they have a \$221,000 contract for their consideration tomorrow evening with Madera Unified School District. She stated that a lot of that is the provision of recreation programming at afterschools and it takes bodies to do that work and they are requesting that they add an additional person in the form of a supervisor.

Ms. Seay stated that encapsulates the biggest portion of the changes. They do have some more minor line item by line item shifts where they do ask for minor increases in travel and training budgets. She noted that none of their staff have attended training for some time due to the recession and things of that sort and some energy costs that are changes. Some things that are kind of beyond their control. Ms. Seay stated that other than that, it is about what they have seen in the past. She offered to answer questions.

Mr. Merchen stated he wanted to build on a point that Ms. Seay made that there are some changes to the fee schedule that she described. He noted these are the fees that were included in what they will call the old fee schedule which did not get incorporated into the current fee schedule when the development services fee update was completed and a big bulk of those were the landscape fees that she described. He added that there are also a couple of fees on the development services side, things like archival fees and a few minor nuances, a penalty fee, that had been in the fee schedule before and got left off because the fee study didn't address them so those are not new fees but will be proposed to be reincorporated again along with the current year budget. He added that finally, they noticed that there were a couple of fees that they did update that when they applied them they were just too high. He advised fees like window replacement and roofing where the fee for one unit was fine but when somebody applied for 10 windows or 500 units of roofing, when they multiplied that out, it ended up being way too high and they set out that the multiplier is wrong so they will adjust that back down. Mr. Merchen stated none of those affect revenue projections or really the way they are treating people. They are just making them official again.

Mr. Przybyla advised that the master fee schedule will be presented to Council with the final budget. They have updated the fee schedule this week so that will be included in the June 17th regular City Council meeting information.

Grants

Grant Administrator Daniel Abdella stated that as the Council is aware, the Grants Department administers the City's portfolio of grants and pursues additional sources of funding from outside agencies. He added that the department also manages a number of City programs including the Madera Area Express Transit System and various housing programs. He stated that as their proposed budget for 15/16 reflects, the department intends to maintain these activities with its current staffing level and does not anticipate making any extraordinary expenditures outside of these grant funded areas. He noted that in particular, the department will continue to manage the Neighborhood Stabilization Program which seeks to rehabilitate and resell foreclosed homes in the Parkwood neighborhood and they will also continue to seek out water related grant resources. He added that the department will continue to pursue construction of the new joint use transit facility / public works yard in FY 15/16. He stated that again these projects and programs receive support from grant resources and will not negatively impact the general fund. Mr. Abdella stated this concludes his presentation and offered to answer questions. No questions were asked.

Code Enforcement

Neighborhood Preservation Supervisor Viola Rodriguez stated that the Neighborhood Revitalization Department's goal for 2015 has been to eliminate blight from the neighborhoods and improve them in a way that allows for safe and healthy environments. They are currently accomplishing these goals by the use of code enforcement, waste tire programs and the neighborhood outreach program. She advised that recently they added another program to the department which is a weed abatement program. They are currently in the middle of implementing this program and they have received more compliance than anticipated which is a good thing because in terms of finance it isn't costing them as much as was

originally estimated. She added that along with these programs just mentioned they are continuing to work with the neighborhoods through the block party meetings and community events of which they have conducted 40 such meetings thus far and they have established 44 neighborhood outreach groups. She commented that a National Night Out is also being organized for August 4th. Ms Rodriguez stated that important to note is that they have been working these programs and services with a reduced staff and they are working to remedy the vacancies. Ms. Rodriguez noted that in summary for 2015 their department was funded 100% with grant funds, fines and penalties and no contributions from the general fund were needed. Ms. Rodriguez offered to answer questions.

Mr. Przybyla stated the next section is the internal service funds which will be the last section of budgets that they will discuss as the remainder of the budgets below are pretty much capital budgets and non-operational.

Fleet

Fleet Operations Manager Randy Collin stated that fleet is really comprised of two divisions. One is the maintenance side which is just maintaining what they currently have and the other half is the new equipment purchasing, new equipment to replace what they have.

Mr. Collin stated that on the maintenance side everything is pretty status quo. They haven't made any changes really; just minor changes there.

Mr. Collin stated what he really wanted to talk to them about is the equipment replacement fund. What they have tried to do there is establish a new program and basically the purpose of this is to enable the scheduled and timely replacement of equipment and ensure funds are available for that purpose. He stated there are really three key things in that. There are scheduled replacement dates so instead of just letting equipment go until it completely falls apart and then say this has got to be replaced and they will kind of have a predetermined schedule date for that. With that they will have defined annual contributions from the departments that way they will know exactly what their contribution is going to be to replace it and then again have the funds available when that comes due.

Mr. Collin stated there are two sections to that. The first is contribution and the way he calculated that is each class has a defined life so a sedan will maybe be 15 years, a heavy duty truck maybe 20, off road would be maybe 25 years. It just depends on the class so it is divided up that way. He stated that the price is determined by the previous year. He knows that last year a truck cost him \$21,000 so that is what they will budget. If it increases then the following year they will up that to accommodate that so it will just kind of go as actual values come in. With that he calculates the annual value so he just takes the price of the vehicle divided by the number of years. That gives him a prorated rate. For each department he takes all the vehicles, adds all that up, and then that is their contribution for the year, the sum total of those.

Mr. Collin stated that on the fleet side the way they look at purchases is that he has all the equipment scheduled out so for the next budget year he pulls everything on that schedule that would be normally purchased, put that into the budget. He sits down with the shop and they go through every piece of equipment and if something is still in really good shape, they can put off purchase for a year or two, they will do that. If something is in really bad shape and they say hey we are going to have to put a lot of money into that to keep that going, they may move that up a year or two just to make those small adjustments. With that they add up all the costs for the department, put that into the budget and just make sure that they have the resources to cover that in the equipment replacement fund.

Mr. Collin provided a quick example. For a small department with a ½ ton pickup and a mower, the ½ ton pickup they expect a 15 year life at a cost of \$22,500 so the department has to contribute \$1,500 year to cover that. The mower is a little bit shorter lifetime and a little bit more expensive, \$2,500 a year so that department would have a total cost of \$4,000 a year and that would be pretty consistent with just small increases for inflation. Mr. Collin stated that on the equipment side fund of that, the equipment fund would see that \$4,000 come in annually. He noted that the mower, in 10 years, they would expect to replace the mower at \$25,000 and in 15 years the pickup at \$22,500. As they can see, the cash flow

there, the income is what the departments see so they see a consistent \$4,000 charge to their department every year and the outflow is kind of what fleet sees so they don't see anything until year 10 when they purchase a mower at \$25,000 and year 15 the pickup at \$22,500. The balance there is what is left in the equipment fund balance. He stated that will fluctuate up and down as equipment purchases come in and they can see there in year 15 there is a little bit of a balance but as this rolls through in another 5 years they need another mower so that would hit that up again and it just keeps flowing through.

Mr. Collin stated that the last page is just a couple of other notes but basically what they are trying to do here is keep the equipment upgraded, save some money for the City and also make fleets job a little easier. Mr. Collin offered to answer questions.

Council Member Medellin asked what they do with the old vehicles and equipment once their life is over. Are they no longer usable?

Mr. Collin responded that once they are no longer usable they surplus that. They will get a list of the surplus equipment and approve that and what they have been doing recently is putting that on an online auction and they seem to get a lot better returns then they do just sending it down to the local yard.

Information Services

Information Services Manager Ted Uyesaka stated they would split this up into two parts. One is going over the budget and the second piece is discussing some of the things that Mr. Tooley talked about earlier about the possibility of changing the way they do technology in the City.

Mr. Uyesaka stated that much like Mr. Collin they have been establishing an internal service fund for computers and maintenance and replacement of equipment. He noted that over the last five years they have been trying to begin to build into their budgets the replacement as they have not been doing that in the past. Finally, this year is the first year that they are trying to fully fund their replacement. They have identified all of the equipment that they have, put it on its life cycle, identified costs and then they are able to split that out towards the departments. Mr. Uyesaka stated theirs are done a little bit differently. They have capital outlay, which is the big equipment items that are in their back office or in the server rooms that are the different departments, and those are allocated directly to the departments. He commented that the maintenance and operations salaries and benefits are allocated and this year, with the help of Mr. Przybyla, decided to do this through the actual number of computers within each department trying to get a fair allocation. They will see that the numbers have changed in the departments from the previous years and that is where those shifts are. Also they are going to see that there are some fairly drastic changes in the line items including some additional line items in their budget this year and much of that was done to clarify their accounting to take some things that were in capital equipment, computer equipment, and put them in their proper places in maintenance and operations for leases of the computers that they have now for most of their laptops and desktops which are leased and also for software costs. Those were in previous years put into capital outlay for computer equipment. This year they have been allocated in the different areas.

Mr. Uyesaka stated what they will see today is about a \$90,000 increase in their maintenance operations and capital outlay, and that is attributed to the fact that they are asking to begin to fully fund complete replacement on a regular schedule of all of their equipment. He noted that if they look back over the years there has been an increase in each year over the last 5 years. He thinks that in 12/13 they will see that they had \$663,000 but if they remember they replaced a phone system that year at the end of the year to the tune of about \$180,000. They have been increasing their capital outlay each year and they will continue to do so. He stated that some years will be up and some years will be down just like with the fleet maintenance depending on what equipment they are going to be replacing on the schedule. They will continue to try to build their fund up so that they will have a fund balance and they won't be in the negative but for the first couple of years they probably will be.

Mr. Uyesaka stated that with that he thinks the most significant thing they have in there, besides moving of costs from one area of the budget to the other, is an increase of about \$16,000 in their consulting

costs. What they will be doing this year, noting they are actually bringing it to Council for approval tomorrow, is that there will be a time and materials with a consultant to provide some services for them. He stated there is a local company in Fresno that provides services from desktop to the backend servers and networks. They are finding that they are not able to keep up with the work right now. They are putting a lot of pressure on the guys to get things done, projects are slipping so they will be bringing in some folks to help them out a little bit with Council's approval and hopefully help to take some of the burden off and help them to deliver some better service to the departments which they have known that they have been lacking in that for the last year. He offered to answer any questions on the budget.

Mr. Tooley stated as a reminder, and Mr. Przybyla touched on it, that obviously Mr. Uyesaka's department is going to be intimately involved in the acquisition and implementation of a new enterprise reporting system and that is probably going to be a minimum 18 month process.

Mr. Uyesaka stated, as Mr. Tooley mentioned, they have been discussing some ways that they can use technology to help create Madera as a smart city or how do they do that next generation of government services and delivery, things like smart sensors out there and cameras, and public facing applications, and ways for the community to get information from them, and for them to be more transparent in the way they provide information. Mr. Uyesaka indicated that Mr. Tooley asked him at one point to give him a general overview of what his general costs would be so today he can ask them for \$6 million as a one time and a \$1 million recurring costs. They thought that might be a little bit too much. He stated that would help them build out a true fiber optic infrastructure to link the City buildings, to link the streets and all those places that they want to put this technology out there. They know that is not realistic to do right now. They would like to begin to build towards that. So what they have done, referring to the handout noting that Mr. Tooley asked him to keep their presentation brief so he didn't put it up on the screen, but just to tell them that there are some steps they can take and there are some capital investments they could make. They know that they have more different priorities today. They knew they couldn't do anything like this today but it is just some things to open their eyes to what is going on, that they are thinking about where they need to go next, and that they think that there are some good possibilities of how they can do these things. He feels they just need to sit down and think about whether they want to make those investments and then how do they sustain that. He commented that they are more than happy to sit down and talk to Council at length about this but he thinks at this point and time they will just leave this for their ears only and they will have questions later.

Mr. Tooley stated that people drive up and down Highway 99 and what they remember about the cities in this corridor is that they are all hot and they begin with the letter M. If they are going to set themselves apart as a city they have to find something that is going to be meaningful to that next generation of person who is looking for a place to work, live and play. He noted that as younger individuals, and they have some of those on the Council, get past the sex, drug, and rock 'n' roll or that portion of their life, they are obviously looking for a place that provides quality of life and because they have lived and worked someplace else, technology is an intricate part of their lives. He noted that as a community, if they want to set themselves apart, technology has got to be part of that discussion. He added that while the numbers are going to be very large, they need to begin chipping away at it because if they don't begin today, they are never going to get there.

Mayor Poythress commented that they have even talked about law enforcement noting that is a big deal in all segments of the City in terms of efficiencies and effectiveness.

Council Member Medellin noted that police officers that are computer savvy, at the same time it is kill two birds with one stone. They can be part of IT as well.

Mr. Uyesaka commented that the police officers they have are pretty savvy. They all do a great job of working with them and supporting what they do so he thinks the Chief has a lot of very technologically savvy guys on his hands so that makes it easier for them.

Council Member Medellin stated they have to come into the next generation. He noted it is about being efficient with their money. It is easy to save and they can cut back, and Ms. Seay in the Parks

Department has made tremendous cutbacks but, there comes a time when they have to spend a buck to make a buck so to speak or to use that money wisely. He added that sometimes it is an investment whether it is the latest technology in the Police Department or the latest technology in the City of Madera. If they are going to continue with increased service delivery and bring Madera to the next level it is going to cost money and he thinks they all realize that but it is using it wisely and being efficient in how they do it. He stated his appreciation to Mr. Uyesaka that they are starting the talks now because this isn't a short term issue. It is going to be a long term issue. He looks forward to seeing more presentations.

Mr. Przybyla stated, to wrap up the internal services fund, they will notice that both the Fleet and the Information Services Departments are now setting aside a level amount of funding each year so that the money is there and so they don't get surprised in any particular year that may be a recession year with \$2 million of expenses that weren't budgeted. They have leveled that out with that process. He added that they have yet to do something similar to that with the Facilities Maintenance Department but that will be one of their goals in the future to look at what needs to be replaced when and start setting aside money for that when funds are available.

Mayor Poythress commented it is like depreciation that is actually funded.

Mr. Przybyla agreed and added with increased cost of living.

Mr. Przybyla stated that in the general fund budget overview they had mentioned the \$375,000 deficit. He noted there is a lot in play right now not only in the general fund but also in the enterprise funds that could take a big swing between now and shortly into the new fiscal year. He advised that they are under negotiations for MOU. He stated that one thing that will probably improve the budget before the final budget presentation is a new cost allocation schedule which could save the general fund approximately another \$200,000. He stated they went out and got the consultant and they have to review their numbers and make sure those are good but those could be dropped into the budget next week in preparation for the final budget as well. He stated that obviously the Prop 218 for the enterprise fund water and sewer fees and the landscape maintenance district, all those things are pretty big items that are still out there but they have to go ahead with the budget now because these are the best figures that they have at this point. They will obviously have to amend the budget depending on what happens with each of those items but he thinks they have come up with some good numbers, a very good budget for this year and they will hope for the best for the turnout between the Prop 218 and the MOU's. Mr. Przybyla stated he would now turn it over to Mr. Tooley and also offered to answer any questions.

Mr. Tooley stated this is Council's opportunity to ask questions this evening. He added that they are not bound by the budget they have presented for their consideration. He noted that as elected officials they may have their own ideas and should have their own ideas about directions that they want to see the City go. They can certainly have that discussion this evening. He also reminded them that the budget is a living document and that throughout the course of the year they will revisit the budget and have discussions about what they want to change or what they want fund. He stated that tonight is not their only opportunity but in advance of actually approving the document at their June 17th meeting he asked what questions or what discussion would they like to entertain this evening.

Mayor Pro Tem Oliver stated he sees the 13% projected increase in sales tax and asked what the estimated property tax percentage is that they are using in their budget calculation.

Mr. Przybyla responded 4.

Mayor Pro Tem Oliver asked if that is supplied from their friends across the street.

Mr. Tooley responded that it is. He noted that 4% is considered a lock and there may be something north of that in terms of value. He added that from an overall standpoint property taxes are not the biggest portion of their general fund sadly.

Council Member Medellin noted that compared to years past at 1% / 1½% increase at times, 4% is certainly a good number.

Mr. Tooley stated that just a couple of years ago, for the first time in living memory, property values decreased in California. He noted that was a shock to all of them.

Mayor Pro Tem Oliver asked if they have built in the \$100,000 allocation that they set aside for the art center feasibility if they move forward with that.

Mr. Tooley responded that it is not identified in the expenditure budget at this time he doesn't believe. They have it set aside as a designation in the general fund balance position so should the other parties actually perform then they would come back and they would have an item for Council to make the allocation.

Council Member Holley stated he thinks it was a good presentation. He thinks everyone stepped up to the plate and showed them how things are looking. He noted that it is a good thing that they don't look as bad as they all thought it was going to be. He thanked each department for their hard endeavor in putting this together and told them to keep it going.

2. Council Reports

Council Member Robinson reported that today he attended a meeting in Fresno on the California Drought Rebate Program, the California Drought Technology Program, and Sustainable Energy Roadmap. They discussed that and there were some pretty influential speakers there. He stated that one of the speakers was an expert in water management. They covered a broad field about the state of the drought in the valley and they had solutions to combat the drought. They also discussed the Governor's propositions.

Council Member Bompreszi reported that she attended more landscape district meetings. She stated the one at VFW was quite lively. Council Member Bompreszi asked who will be attending the meeting at the Frank Bergon since it is for all the zones.

Mayor Poythress stated that is Thursday.

Council Member Medellin stated he thinks the City Engineer Keith Helmuth sent out an email asking and he said he would be there.

Council Member Bompreszi stated he didn't send it to her.

Council Member Rigby stated he will be at Madera South graduation.

Mr. Helmuth stated he thought he sent out a general email to everybody and he has one confirmation right now of somebody who really wants to be there. He advised that he can take two more. He asked that they clarify if he missed somebody. He thinks Council Member Medellin said he would be there.

Council Member Medellin responded yes for sure.

Mayor Pro Tem Oliver stated he would be more than happy to be there.

Council Member Holley stated he isn't going because they put him out.

Mayor Poythress stated that it looks like Council Member Robinson has agreed so they have three.

Council Member Bompreszi stated that she thinks the Mayor handled himself very well at the VFW.

Council Member Rigby reported that he attended the 8th grade promotion of Sherman Thomas Charter School. He had a great time being able to address the students.

Council Member Holley reported that he attended the Sherman Thomas Senior graduation and the Mayor was one of the speakers.

Council Member Holley stated he doesn't want to say this but he was told to tell somebody so he guesses he will tell them. He commented that he doesn't like to do these kinds of things but since they told him to tell somebody and they are his friends he will tell them. He commented that next Tuesday the school board asked him to come and be surprised that they have decided to honor him for the 28 years he served on the Jesse Owens Foundation for kids. He also received a letter from Senator Berryhill congratulating him and he also received a letter from the Jesse Owens Foundation. He thought they had forgot all about the Jesse Owens here in the valley but somebody wrote them and told them that it still goes on in Madera. They almost made him come out of retirement but not good.

Council Member Holley reported that Sierra Vista's graduation is this Friday. He will be attending that. He likes being at these local schools.

Mayor Poythress acknowledged Council Member Holley for a great job and congratulated him once again.

Council Member Medellin reported that last Friday he along with Mr. Tooley, Council Member Rigby and Council Member Robinson golfed in the League of Cities Golf Tournament in Dinuba. He thinks they represented Madera very well. He thinks they played very well and had a great time. They really thought they were going to be on the leader board because it is a very difficult course and as he said, in his opinion, he thinks they scored well. They did some sort of adjustment, asking that they remember that this is the League of California Cities and this is like a Sacramento adjustment, and they were second to last.

Mr. Tooley added that they were tied with a lot of others.

Council Member Medellin and Mr. Tooley stated they were robbed.

Council Member Rigby commented that somehow a team shot an 80 which was about 20 strokes worse than them and still ended up with the same score they did. They got handicapped almost 20 strokes.

Mr. Tooley added that in the interest of full disclosure the Council Member who claims he cannot putt won the putting contest.

Council Member Medellin stated that was his next statement and stated that Council Member Rigby won the putting contest. He stated that although this was on a real golf course it was very similar to the ant hill at the putt putt. That is how difficult it was.

Council Member Rigby stated that is why he won; his many Friday nights of youth pastoring paid off.

Council Member Medellin added that he thinks this was the second time Council Member Robinson had golfed in his entire life but he thinks they had a fantastic time and told him that it is addicting so he will need to tell his wife that he is going to be gone a little bit longer than usual. They had a fantastic time and it wasn't the place they came in rather, that they represented Madera well and they had a good time.

Mayor Poythress commented that it sounds like there may need to be an investigation of this thing.

Council Member Medellin commented that they are having tryouts for next year's team in a couple of months so if anyone is interested he will let them know.

Council Member Medellin stated that he attended, along with quite a few of the Council Members and staff, the LMZ meeting at Lincoln School last week. He noted that there were between 35 and 40 people or so. He commented that the Mayor did a fantastic job. He added that John Scarborough from Parks,

and Keith Helmuth, the City Engineer, took a few on the chin but he thinks they answered all the questions very, very well. He thinks the greatest part is that they had a chance to have an open dialogue with a lot of folks. They had a lot of questions that they know as staff and Council Members but they are certainly not privy to and they answered all of their questions. He thinks they all went home that evening with a better understanding on where they come from as a City and the decisions they make. He thinks that is what these meetings were about so it is a shame that the other meetings were poorly attended but, from VFW to this one, was attended very well. He appreciates staff being there, working overtime and answering those questions. He thanked staff.

Mayor Pro Tem Oliver stated he knows Mr. Tooley mentioned that the budget is a work in progress, and he knows looking at the budget, that this also includes a lot of work in years past. He just wanted to thank his Council colleagues who have been here before himself and Charles, as well as staff, for really showing leadership, making very, very tough choices in difficult times and helping guide and navigate the City through the clutches of the recession which he thinks they are getting out of. He thinks they are in a position of strength and good growth so he just wants to say thank you. He doesn't think it can be said enough especially in years past for that leadership.

Mayor Poythress reported that he attended the Road Charge meeting last Friday in Fresno. He thinks the whole process received a lot of good press. He knows on Wednesday the California Transportation Commission had kind of an open dialogue, open mic for those in the area who wanted to make comments. He noted that was well attended. He thinks a lot of education was dispensed. They had their monthly meeting in Fresno and then the Road Charge Committee meeting. He noted they are making progress. He added that there are a lot of things to consider in terms of privacy and what types of groups to include in the pilot program and so forth. He stated things seem to be moving well.

Mayor Poythress stated he would like to echo the Mayor Pro Tem's comments. He thinks they have great team here and everybody is working really, really hard in a lot of battle fronts. He commented that somebody asked him about a month ago to think about a team that he has been a part of in his life that has really made a difference. He can certainly think about all the banks he has worked for and he can even remember most of them but he can say that he looks at this team that they have at the City and this is the one that he really looks at as one that has really made a difference, really has marched forward in so many areas. He just wanted to let everybody know at this time again, a lot of things going on, a lot of moving parts that he is very proud and honored to be a part of this team.

Council Member Holley reported that he attended, in the Mayor's honor, the ribbon cutting for the new sheriff's office.

Council Member Rigby stated that the Police Citizen's Academy graduated last night. He commended them and stated he is sorry he couldn't be here.

Council Member Holley reported he attended the Police Citizen's Academy too.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 7:02 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ROBERT L. POYTHRESS, Mayor

City of Madera

Council Meeting Of October 21, 2015
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 10/21/2015

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

September 25, 2015 to October 8,2015

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

General Warrant:	201383-201538	\$	975,846.75
Wire Transfer	Union Bank Payroll and Taxes	\$	574,608.05
Wire Transfer	SDI	\$	1,548.17
Wire Transfer	Cal Pers	\$	364,568.91

Respectfully submitted,



Tim Przybyla
Financial Services Director

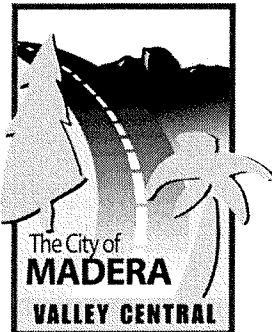
CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
October 9th, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
201383	10/1/2015	CAPISTRANO, BLANCA	PARK DEPOSIT REFUND	100.00
201384	10/1/2015	VALENZUELA, RAMON	FACILITY DEPOSIT REFUND	100.00
201385	10/1/2015	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT FEBRUARY 2015	6,214.33
201386	10/1/2015	SANCHEZ, AURELIA	PARK DEPOSIT REFUND	50.00
201387	10/1/2015	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD AUGUST 2015	242,479.38
201388	10/1/2015	BRAVO, ROBIN	MILEAGE REIMBURSEMENT 09/24/15 TRAINING	48.88
201389	10/1/2015	CENTRAL VALLEY PRESORT	09/15 AR STATEMENTS	122.65
201390	10/1/2015	COMPLIANCE SOLUTIONS	PK-12 PROJECT PROGRESS PAYMENT #1	2,190.00
201391	10/1/2015	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	523.50
201392	10/1/2015	DIAMOND COMMUNICATIONS	SEWER LIFT STATION MONITORING	115.00
201393	10/1/2015	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE OCTOBER 2015	2,985.00
201394	10/1/2015	E & M ELECTRIC & MACHINERY, INC.	WIN 911 SCADA SUD	2,702.13
201395	10/1/2015	PAVEY NORMAN	Utility Billing Deposit Refund	77.67
201396	10/1/2015	GARCIA RAZO, SYLVIA C/O NEWTON PROPERTY MANAGEMENT	Utility Billing Deposit Refund	47.67
201397	10/1/2015	VALDIVIA REBECA OR CITY OF MADERA	Utility Billing Credit Refund	196.24
201398	10/1/2015	FUENTES LUZ	Utility Billing Deposit Refund	65.68
201399	10/1/2015	MEDINA ANA AND JOSE OR CITY OF MADERA	Utility Billing Credit Refund	150.83
201400	10/1/2015	VAN KLAVEREN KRISTI	Utility Billing Deposit Refund	40.59
201401	10/1/2015	VALMONTE KELLY	Utility Billing Deposit Refund	197.73
201402	10/1/2015	PETTER ALAN	Utility Billing Credit Refund	155.04
201403	10/1/2015	PAZ MARIA OR CITY OF MADERA	Utility Billing Credit Refund	151.12
201404	10/1/2015	PRO REALTY	Utility Billing Deposit Refund	9.30
201405	10/1/2015	FIELD ASSET SERVICES LLC	Utility Billing Deposit Refund	69.57
201406	10/1/2015	MENDRIN JACOB AND HOPE	Utility Billing Credit Refund	106.92
201407	10/1/2015	RAINEY REAL ESTATE	Utility Billing Credit Refund	197.31
201408	10/1/2015	RAYNER EVAN	Utility Billing Credit Refund	21.62
201409	10/1/2015	GONZALES SYLVIA OR CITY OF MADERA	Utility Billing Credit Refund	150.35
201410	10/1/2015	MENA VERONICA	Utility Billing Credit Refund	134.73
201411	10/1/2015	LOPEZ JACOB OR CITY OF MADERA	Utility Billing Credit Refund	150.19
201412	10/1/2015	UNITED SECURITY BANK	Utility Billing Credit Refund	403.11
201413	10/1/2015	JAKUSZ PROPERTY MAINTENANCE	SEPTEMBER 2015 MONTHLY MAINTENANCE	12,284.00
201414	10/1/2015	ESPINOZA SEWER SERVICE	TOILET SERVICE	100.00
201415	10/1/2015	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	96.92
201416	10/1/2015	HAYNES, EUGENE G.	MILEAGE REIMBURSEMENT 09/24/15 TRAINING	82.11
201417	10/1/2015	HALL, SONIA	GRANT ADMINISTRATOR SVS 09/16- 09/30/15	2,750.00
201418	10/1/2015	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
201419	10/1/2015	JSL CONSTRUCTION INC.	CAL HOME MHOOR PROGRESS PMT #2	5,441.70
201420	10/1/2015	FIRST TRANSIT INC.	FIRST TRANSIT AUGUST 2015	71,226.59
201421	10/1/2015	LEAGUE OF CALIF. CITIES	OFFICER INSTALLATION DINNER 08/13/15	50.00
201422	10/1/2015	MUNISERVICES, LLC	STARS SERVICE FOR 4TH QTR 2014 ENDING	1,255.27
201423	10/1/2015	MADERA HONDA SUZUKI	RADIATOR	635.03
201424	10/1/2015	MADERA TRIBUNE	CDBG NOTICE OF PUBLIC HEARING	828.90
201425	10/1/2015	MASSETTI BROS., INC.	DISHWASHER INSTALLATION	1,154.40
201426	10/1/2015	McCURDY, REBECCA	FUEL PURCHASE REIMBURSEMENT	23.90
201427	10/1/2015	METRO UNIFORM	PD SURVIVAL ARMOR	1,007.05
201428	10/1/2015	MOORE-TWINING ASSOCIATES, INC.	PK-12 PROJECT PROGRESS PAYMENT #1	618.85
201429	10/1/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 09/25/2015 PAYROLL	5,996.00
201430	10/1/2015	ONTRAC	OVERNIGHT SHIPPING	17.95
201431	10/1/2015	P G AND E	09/15 SVS 6690755760-8	1,295.74
201432	10/1/2015	PAY PLUS SOLUTIONS, INC.	JULY 2015 CALPERS MONTHLY SUBSCRIPTION	741.00
201433	10/1/2015	GINELLI, VICKI & TERRY	DEPOSIT REFUND	50.00
201434	10/1/2015	ROSS, RICK L	DEPOSIT REFUND	200.00
201435	10/1/2015	GREY, NANCY	PARK DEPOSIT REFUND	50.00
201436	10/1/2015	CANTU, TIM	PARK DEPOSIT REFUND	50.00
201437	10/1/2015	DEL RAZO, JOE	PARK DEPOSIT REFUND	50.00
201438	10/1/2015	PENALOSA, NATIVIDAD	PARK DEPOSIT REFUND	50.00
201439	10/1/2015	CHAVIRA, DEBBIE	FACILITY DEPOSIT REFUND	100.00
201440	10/1/2015	MARTINEZ, STELLA	SPORT CANCELLATION REFUND	45.00
201441	10/1/2015	PONCE, BARBARA	PARK DEPOSIT REFUND	50.00
201442	10/1/2015	SANCHEZ, GABRIELLE	PARK DEPOSIT REFUND	100.00

201443	10/1/2015	SOLAR CITY CORP	REFUND CANCELLED PERMIT 20151448	436.24
201444	10/1/2015	PITNEY BOWES GLOBAL FINANCIAL SERVICES	QTRLY EQUIPMENT RENTAL 06/30/15-09/30/15	367.68
201445	10/1/2015	PITNEY BOWES, INC.	POSTAGE METER RENTAL YC 06/30- 09/30/15	167.79
201446	10/1/2015	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL 10/15 CHUMLEY	144.70
201447	10/1/2015	SCHAEFFER MFG. CO.	EQUIPMENT LUBRICANTS	1,135.86
201448	10/1/2015	SPARKLETTES	LAB & DRINKING WATER	166.33
201449	10/1/2015	TESEI PETROLEUM INC.	FUEL CHARGES 09/11/15- 09/20/15	10,262.01
201450	10/1/2015	TRI-SIGNAL INTEGRATION, INC.	REPAIR OF ALARM PANEL AT YOUTH CENTER	875.00
201451	10/1/2015	UNITED MUNICIPAL SECURITY	CD CHARGES	250.68
201452	10/1/2015	USPS DISBURSING OFFICER	ADDRESS CHANGE	36.00
201453	10/1/2015	VERIZON WIRELESS	COUNCIL IPAD DATA PLAN AUG 11- SEP 10	3,565.04
201454	10/8/2015	DAWSON-MAULDIN CONSTRUCTION CO	DEPOSIT/OVERPAYMENT REFUND	1,660.27
201455	10/8/2015	LOPEZ, JOE	PER DIEM ADV DISPATCHER UPDATE	241.50
201456	10/8/2015	BASILA CONSTRUCTION	DEPOSIT REFUND	1,512.45
201457	10/8/2015	MAGOS, LUIS	PARK DEPOSIT REFUND	50.00
201458	10/8/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 10/09/2015 PR	688.30
201459	10/8/2015	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT MAY 2015	229.10
201460	10/8/2015	THE ARC FRESNO	CITY CAN ORDERS SEPTEMBER 2015	1,566.68
201461	10/8/2015	JOSEPH CROWN CONSTRUCTION	DEPOSIT REFUND	1,646.33
201462	10/8/2015	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	883.00
201463	10/8/2015	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	58.00
201464	10/8/2015	DEPARTMENT OF CONSERVATION	1ST QUARTER 15/16 SMIP FEE REPORTING	1,374.61
201465	10/8/2015	CHAIRA, ARMANDO	NATIONAL NIGHT OUT VIDEO RECAP	1,650.00
201466	10/8/2015	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 10/09/2015 PAYROLL	1,042.48
201467	10/8/2015	COMCAST	09/22- 10/21 SVS 8155500320322006	83.94
201468	10/8/2015	CONCENTRA MEDICAL CENTERS	DOT TESTING	396.50
201469	10/8/2015	DIAMOND COMMUNICATIONS	QUARTERLY ALARM MONITORING NOV- JAN	669.00
201470	10/8/2015	CHAVIRA NESTOR	Utility Billing Deposit Refund	1.01
201471	10/8/2015	KAHN ROBERT C/O LAUREN KAHN	Utility Billing Credit Refund	22.55
201472	10/8/2015	PROSPERI MICHAEL AND DARLA	Utility Billing Deposit Refund	39.36
201473	10/8/2015	SAVAGE SUSAN J	Utility Billing Credit Refund	1,123.60
201474	10/8/2015	MELVIN MATTHEW J	Utility Billing Credit Refund	256.09
201475	10/8/2015	CASAREZ GENEVIEVE	Utility Billing Credit Refund	94.44
201476	10/8/2015	AVILA AURELIANO AND BERTHA	Utility Billing Deposit Refund	47.61
201477	10/8/2015	GARCIA SALVADOR	Utility Billing Deposit Refund	66.55
201478	10/8/2015	ARMSTRONG RASHENNA OR CITY OF MADERA	Utility Billing Credit Refund	117.87
201479	10/8/2015	EUGENIO FRANCISCO OR CITY OF MADERA	Utility Billing Credit Refund	150.62
201480	10/8/2015	MUNOZ ELIZABETH OR CITY OF MADERA	Utility Billing Credit Refund	40.73
201481	10/8/2015	DAVIS KODIE OR CITY OF MADERA	Utility Billing Credit Refund	150.65
201482	10/8/2015	MENDEZ MATTIE	Utility Billing Credit Refund	149.38
201483	10/8/2015	CEBALLOS ELIZABETH	Utility Billing Deposit Refund	3.72
201484	10/8/2015	GAYTAN III SALVADOR OR CITY OF MADERA	Utility Billing Credit Refund	123.82
201485	10/8/2015	MURCIO ALEJANDRO OR CITY OF MADERA	Utility Billing Credit Refund	70.22
201486	10/8/2015	STURGEON RICK AND MONA	Utility Billing Credit Refund	158.43
201487	10/8/2015	ZAPATA M ANGELICA	Utility Billing Credit Refund	104.91
201488	10/8/2015	PESTORICH JOHN	Utility Billing Credit Refund	145.94
201489	10/8/2015	BANKSTON PATRICK	Utility Billing Deposit Refund	67.95
201490	10/8/2015	ESPINOZA SEWER SERVICE	TOILET SERVICE	50.00
201491	10/8/2015	F. LODUCA CO.	PK-12 PROGRESS PAYMENT #2	60,382.00
201492	10/8/2015	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 09/16-09/30/2015	8,475.00
201493	10/8/2015	FOSS, DAN	PER DIEM COPSWEST CONFERENCE	224.00
201494	10/8/2015	FRESNO MADERA AREA AGENCY ON AGING	08/15 UNSERVED MEALS	118.80
201495	10/8/2015	GARCIA, TORIBIO	REIMBURSEMENT OF COMMERCIAL DL FEE	71.00
201496	10/8/2015	GEIL ENTERPRISES, INC.	EXTRA CLEANING	25.00
201497	10/8/2015	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	44.59
201498	10/8/2015	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
201499	10/8/2015	HERNANDEZ, MARIBEL	PER DIEM HEALTHY HOMES CODE INSPECTION	96.00
201500	10/8/2015	JOHNSON PLUMBING, INC.	INF PS COOLING WATER PROJECT	2,275.00
201501	10/8/2015	LEXISNEXIS	AUGUST CHARGES	548.00
201502	10/8/2015	CITY OF MADERA	LOW FLOW TOILET REBATE	50.00
201503	10/8/2015	CITY OF MADERA	LOW FLOW TOILET REBATE	100.00
201504	10/8/2015	CITY OF MADERA	INSTALLED MULCH REBATE	50.00
201505	10/8/2015	MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SVS	64.60
201506	10/8/2015	MADERA COUNTY PLANNING	REMIT PROCEEDS FRM 27322 PERKINS SALE	119,756.81
201507	10/8/2015	MADERA TRIBUNE	PUBLISH ORD 926 CS ADOPTED 08/19/15	300.60

201508	10/8/2015	SYSCO OF CENTRAL CALIFORNIA	POOL CONCESSION/ AF CENTER CONCESSION	320.50
201509	10/8/2015	MERCHEN, DAVID J.	PER DIEM 2015 ANNUAL TRAINING CONFERENCE	53.25
201510	10/8/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 10/09/2015 PAYROLL	7,022.45
201511	10/8/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 10/09/2015 PAYROLL	3,142.18
201512	10/8/2015	OFFICE DEPOT	= ("BUILDING "RECEIVED" STAMPER")	58.31
201513	10/8/2015	PACIFIC GAS & ELECTRIC	09/15 SVS 3533032414-2	189,741.07
201514	10/8/2015	P G AND E	09/15 SVS 3499945233-6	532.47
201515	10/8/2015	PAY PLUS SOLUTIONS, INC.	OCT 2015 CALPERS MONTHLY SUBSCRIPTION	247.00
201516	10/8/2015	SALEM ENGINEERING GROUP	OVERPAYMENT REFUND	16.00
201517	10/8/2015	SMART ENERGY SOLAR	OVERPAYMENT REFUND	140.00
201518	10/8/2015	OLEA ENGINEERING	OVERPAYMENT REFUND	16.00
201519	10/8/2015	HIPOLITO, YESENIA	PARK DEPOSIT REFUND	50.00
201520	10/8/2015	MORENO, YESENIA	PARK CANCELLATION REFUND	165.00
201521	10/8/2015	MCCOY, HARRY	PARK CANCELLATION REFUND	50.00
201522	10/8/2015	RODRIGUEZ, MAX	TURF REPLACEMENT REBATE	694.50
201523	10/8/2015	HELTON, MARY	TURF REPLACEMENT REBATE	750.00
201524	10/8/2015	LEO RUEDA FARM LABOR	REFUND SEPTIC WASTE DISPOSAL PERMIT FEES	96.34
201525	10/8/2015	FESSENDEN, GLORIA	PARK DEPOSIT REFUND	100.00
201526	10/8/2015	WARE, RANDY	PARK DEPOSIT REFUND	50.00
201527	10/8/2015	MADERA SELF STORAGE SP #64	REFUND MISAPPLIED PAYMENTS	732.39
201528	10/8/2015	SCRAP TIRE CO.	TRAILER SERVICE	1,200.00
201529	10/8/2015	STATE WATER RESOURCES CONTROL BOARD	WATER SYSTEM ENFORCEMENT FEES	76.50
201530	10/8/2015	STEVE DOVALI CONSTRUCTION	PROJET CNG 11-01 PROGRESS PMT #2	98,154.00
201531	10/8/2015	STEVE DOVALI CONSTRUCTION	PROJECT W12-01 RETENTION PAYMENT	30,272.59
201532	10/8/2015	STEVE'S WROUGHT IRON & WELDING	HAND RAILINGS FOR SENIOR CENTER	2,147.04
201533	10/8/2015	SUNEDISON, LLC	SOLAR ELECTRIC UTILITY SEPTEMBER 2015	23,294.15
201534	10/8/2015	SUTHERLAND, CHARLENA	PER DIEM ADV DISPATCHER UPDATE	241.50
201535	10/8/2015	TESEI PETROLEUM, INC.	FUEL	353.00
201536	10/8/2015	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 10/09/2015 PR	20,618.94
201537	10/8/2015	CNG MECHANICAL	CNG COMPRESSOR REPAIR	150.00
201538	10/8/2015	WILLIAMS, RANDALL	PER DIEM COPSWEST CONFERENCE	224.00
			Bank # 1 - Union Bank General Account Total	975,846.75

Report to City Council




Council Meeting of October 21, 2015
Agenda Item Number B-3

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving an Amendment to the Executive Director of the Successor Agency to the Former Madera Redevelopment Agency At Will Employment Agreement Relating to Use of Paid Leave and Authorizing the Mayor to Execute the Amendment

RECOMMENDATION

Should the Council desire to effectuate the proposed Agreement Amendment, staff recommends Council adopt the resolution amending the Executive Director of the Successor Agency to the Former Madera Redevelopment Agency (Executive Director) At Will Employment Agreement and authorizing the Mayor to execute the agreement.

HISTORY

The City Council negotiated an employment agreement with James Taubert to serve as Executive Director. Mr. Taubert has asked for an amendment to the existing agreement and Mayor Poythress requested that this item be brought before the Council for consideration.

SITUATION

Management employees of the City of Madera have paid leave available through one leave bank referred to as Annual Leave. Any leave taken from work is paid from this leave bank, regardless of the reason (sickness, personal vacation, holiday time, etc.). Some employees with a long tenure with the City or who have promoted from within the organization have sick leave on the books from their prior benefits package. The at will employment agreements with these individuals provide that the sick leave still on the books can be used only after Annual Leave has been exhausted.

Mr. Taubert is one of the management employees with sick leave still on the books and requested of Mayor Poythress that special consideration be given for

his circumstances. Mr. Taubert has requested that he be permitted to utilize his sick leave in advance of exhausting his Annual Leave.

Mayor Poythress is recommending that Mr. Taubert's request be given consideration. Specifically, the leave is for a seriously debilitating or life threatening illness that is not something typically anticipated by an employee and will last for more than 30 calendar days. This is the same standard utilized through the City's Vacation Donation Policy for non-management employees, however that specific policy is not available to management employees because they do not have specific vacation leave under the terms of their employment agreements. Mayor Poythress is recommending that this special consideration be given for the current fiscal year only, and be triggered when Mr. Taubert's Annual Leave balance has been depleted to no more than 80 hours. This provides Mr. Taubert with 80 hours of discretionary leave for purposes other than to attend to his treatment and recovery.

FISCAL IMPACT

Adoption of the amendment to the Executive Director's employment agreement is not anticipated to create a fiscal impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Compensation and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AMENDMENT TO THE EXECUTIVE DIRECTOR OF THE SUCCESSOR
AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL
EMPLOYMENT AGREEMENT RELATING TO THE USE OF PAID LEAVE AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff and elected officials within the financial limits of the organization; and

WHEREAS, an Amendment to the Executive Director of the Successor Agency of the Former Madera Redevelopment Agency At Will Employment Agreement has been prepared modifying the order in which leave time shall be used for absences from work.

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 Amendment to the Executive Director of the Successor Agency to the Former Madera Redevelopment Agency's At Will Employment Agreement between the City and James Taubert, on file with the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Amendment on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

**FIRST AMENDMENT TO THE EXECUTIVE DIRECTOR OF THE SUCCESSOR
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL
EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 21ST day of October, 2015, amends the previous agreement entitled EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL EMPLOYMENT AGREEMENT dated August 5, 2015 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and James E. Taubert, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Executive Director of the Successor Agency to the Former Madera Redevelopment Agency of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the provisions related to the use of paid leave.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. A. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive 248 hours of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 176 additional hours credited. Any annual leave not taken on or before the following June 30, of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Employee will receive an additional 3 days of annual leave for each 5 years of City service, up to a maximum of 12 additional days (20 years of service). Leave will be added to the "additional hours credited" bank and will not be available for cash-out.

Employee has a sick leave balance from prior employment with the City of Madera. Sick leave shall be frozen and not increased.

Effective October 21, 2015, Employee may utilize said Sick Leave under the following conditions:

- a) Employee has no more than 80 hours of Annual Leave available for use in Fiscal Year 2015-16; and
- b) The reason for the Employee's absence is due to treatment of or recovery from a life threatening or seriously debilitating medical condition that was unforeseeable and expected to last more than 30 calendar days in duration.

Section 2. This amendment will be effective upon adoption by the City Council and shall remain in full force and effect through June 30, 2016. Upon expiration of this amendment, effective July 1, 2016, this Amendment to the language of Section 6. A. of the Agreement shall be of no further force and effect and shall revert to the original language provided in the Agreement dated August 5, 2015.

Section 3. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers duly authorized on the date first written above.

EMPLOYEE

CITY OF MADERA

By: _____
James E. Taubert

By: _____
Robert L. Poythress, Mayor

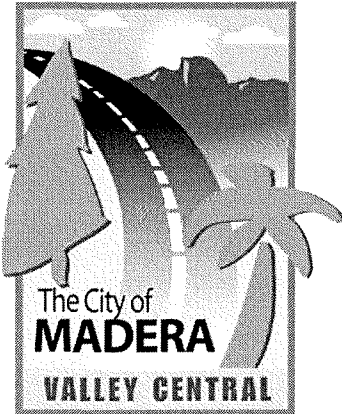
ATTEST

APPROVED AS TO LEGAL FORM

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

REPORT TO CITY COUNCIL



Council Meeting of October 21, 2015

Agenda Item Number B-4

Approved by:

Wendy Selva
Department Director

[Signature]
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Vincent Mendez

RECOMMENDATION

It is recommended Council reject the claim filed by Vincent Mendez. The City will send a rejection notice to Mr. Mendez.

HISTORY

A claim was filed on August 13, 2015 by Vincent Mendez. The claimant is alleging personal injuries as a result of falling on a ramp at the Frank Bergon Center. Although the claimant attempted to file the claim timely, the claim was defective per 910 (f), in that the claimant failed to indicate an amount being claimed and/or the appropriate court of jurisdiction. The claim was returned as insufficient. On September 18, 2015 the City received an amended Claim Form from the claimant. The claimant corrected the deficiency rendering the claim sufficient.

SITUATION

The claimant alleges that on July 29, 2015, he sprained his ankle on the access ramp at the Frank Bergon Center. The claimant stated the access ramp located on the south side of the Frank Bergon Center was uneven and that the stripes were un-marked. He also said there was a gap between the sidewalk and slope and that the ramp needed to be repaired. The claimant allegedly sustained a very painful and severe sprained ankle.

Suzanne Johnson, AIMS, investigated the claim and based on her investigation which included a recorded statement by the claimant the incident appeared to be accidental in nature and due to human error. The claimant was not paying attention as to where he was walking. He was very familiar with the ramp. The claimant knew it was there and had walked on it several occasions in the past. Although the claimant stated he felt the ramp was not up to standards, he made

no complaints to the City about the ramp beforehand. For the City to be held liable, the City would have to have prior notice of the hazard.

Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RECEIVED

CITY OF MADERA

City of Madera City Clerk

CLAIM FORM

By: D. Wages

Date: 9/18/15

(Please Type Or Print)

238 South D St
Madera Ca
93638
Madera Ca

CLAIM AGAINST

City of Madera - Bergon Senior Center

(Name of Entity)

Claimant's name:

Vincent Mender

Telephone Number

SS#:

DOB:

Gender: Male

Female

Claimant's address:

Address where notices about claim are to be sent, if different from above:

Date of incident/accident:

7-29-15

Date injuries, damages, or losses were discovered:

Medical Bills Lost Wages

Location of incident/accident:

238 South D St Madera Ca 93638

What did entity or employee do to cause this loss, damage, or injury?

Wheel chair ramp was not mark yellow line and drops unevenly where other people have fallen before. No way to know that drops off and uneven

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

What specific injuries, damages, or losses did claimant receive?

lost wages, medical bills, pain to this day

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

175.94 5.43 83.74 250.00 7 medical 30.00
lost wages 3 hrs = 150.00
695.11 total

How was this amount calculated (please itemize)?

175.94 hosp. bill, 5.43 radiology, 83.74 med group, 250.00 drug cost, lost wage 3x50⁰⁰ hr, 30.00 off. ce. ins. t = 695.11

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed:

9/18/15

Signature:

If signed by representative:

Representative's Name

Address

Telephone #

Relationship to Claimant

Wed, Thurs, Fri

11 HRS Agage

*Amended
 claim
 revised*

*3200
 3315
 1909.13*

Amass investigation

EXPLANATION OF BENEFITS

This is NOT a Bill

Retain for your records along with any provider bills.

This Explanation of Benefits (EOB) is to notify you that we have processed your claim. It clarifies your payment responsibility or reimbursement.

Your claim information is also available in the My Health Plan section of www.blueshieldca.com. If you have any questions about this document, please call one of our claims representatives at (855) 836-9705.

CLAIM SUMMARY AT A GLANCE

Patient Name: VINCENT L MENDEZ		Subscriber ID: 900694661	Claim Number: 151511683400
Patient responsibility: (Amount you paid or owe to provider.)	\$250.00	Your claim was received 08/17/15 and processed in 1 day(s).	
Amount we paid:	\$175.94	We paid MADERA COMM HOSP.	
Network savings: (Amount saved by using a network provider.)	\$966.86	Deductible Status: This plan has no deductible.	
Amount billed by Provider:	\$1,392.80		

DETAIL Provider: MADERA COMM HOSP

Exclusive Hospital - Yes

Service Date	Type of Service and Procedure Number	Amount Billed Provider billed for services	Amount Allowed Used to calculate benefits	Amount We Paid	Patient Responsibility			Notes
					Non Covered	Deductible You pay provider before we begin payments	Copayment/ Coinsurance	
07/29/15	Hospital Misc 0259	5.48	0.00	0.00	0.00	0.00	0.00	
07/29/15	Hospital Misc 0270	102.27	0.00	0.00	0.00	0.00	0.00	
07/29/15	Hospital Misc 0270	88.46	0.00	0.00	0.00	0.00	0.00	
07/29/15	Radiology 0320	170.91	0.00	0.00	0.00	0.00	0.00	
07/29/15	ER/Clinic/Misc 0450	720.89	425.94	175.94	0.00	0.00	250.00	
07/29/15	Hospital Misc 0636	16.55	0.00	0.00	0.00	0.00	0.00	
07/29/15	Hospital Misc 0636	190.15	0.00	0.00	0.00	0.00	0.00	
07/29/15	Hospital Misc 0940	98.09	0.00	0.00	0.00	0.00	0.00	
Claim Totals:		1,392.80		175.94	0.00	0.00	250.00	

Messages

We have received a claim for the above referenced amount and paid our full liability to our preferred hospital. Diagnosis and treatment codes billed on this claim and their meanings can be requested by contacting Customer Service.

EXPLANATION OF BENEFITS

This is NOT a Bill

Retain for your records along with any provider bills.

This Explanation of Benefits (EOB) is to notify you that we have processed your claim. It clarifies your payment responsibility or reimbursement.

Your claim information is also available in the My Health Plan section of www.blueshieldca.com. If you have any questions about this document, please call one of our claims representatives at (855) 836-9705.

VINCENT L MENDEZ



CLAIM SUMMARY AT A GLANCE

Patient Name: VINCENT L MENDEZ		Subscriber ID: 900694661	Claim Number: 151581852500
Patient responsibility: (Amount you paid or owe to provider.)	\$5.43	Your claim was received 08/21/15 and processed in 4 day(s). Deductible Status: This plan has no deductible.	
Amount we paid:	\$0.00		
Network savings: (Amount saved by using a network provider.)	\$64.57		
Amount billed by Provider:	\$70.00		

DETAIL Provider: CALIFORNIA MED IMAGING ASSOCS INC

Exclusive Physician Member - Yes

Service Date	Type of Service and Procedure Number	Amount Billed Provider billed for services	Amount Allowed Used to calculate benefits	Amount We Paid	Patient Responsibility			Notes
					Non Covered	Deductible You pay provider before we begin payments	Copayment/ Coinsurance	
07/29/15	Radiology 7361026	70.00	5.43	0.00	0.00	0.00	5.43	1
Claim Totals:		70.00		0.00	0.00	0.00	5.43	

Notes

1 Contracting physicians and health care providers agree to accept the allowable amount as payment in full. The subscriber is responsible only for deductible co-payment amounts and non-covered items.

Messages

Diagnosis and treatment codes billed on this claim and their meanings can be requested by contacting Customer Service.

Thank you for choosing Blue Shield.

To see the extra services and support available to you, go to www.blueshieldca.com.

007075 07

007075 07

EXPLANATION OF BENEFITS

This is NOT a Bill

Retain for your records along with any provider bills.

This Explanation of Benefits (EOB) is to notify you that we have processed your claim. It clarifies your payment responsibility or reimbursement.

Your claim information is also available in the My Health Plan section of www.blueshieldca.com. If you have any questions about this document, please call one of our claims representatives at (855) 836-9705.

VINCENT L MENDEZ


CLAIM SUMMARY AT A GLANCE

Patient Name: VINCENT L MENDEZ		Subscriber ID: 900694661	Claim Number: 151526103900
Patient responsibility: <small>(Amount you paid or owe to provider.)</small>	\$83.74	Your claim was received 08/18/15 and processed in 1 day(s).	
Amount we paid:	\$334.96	We paid CALIFORNIA EMERG PHYS MED GRP.	
Network savings: <small>(Amount saved by using a network provider.)</small>	\$158.30	Deductible Status: This plan has no deductible.	
Amount billed by Provider:	\$577.00		

DETAIL Provider: CALIFORNIA EMERG PHYS MED GRP

Exclusive Physician Member - Yes

Service Date	Type of Service and Procedure Number	Amount Billed <small>Provider billed for services</small>	Amount Allowed <small>Used to calculate benefits</small>	Amount We Paid	Patient Responsibility			Notes
					Non Covered	Deductible <small>You pay provider before we begin payments</small>	Copayment/ Coinsurance	
07/29/15	Office Medical 9928425	416.00	295.09	236.07	0.00	0.00	59.02	1
07/29/15	Surgical 29515	161.00	123.61	98.89	0.00	0.00	24.72	1
Claim Totals:		577.00		334.96	0.00	0.00	83.74	

Notes

- 1 Contracting physicians and health care providers agree to accept the allowable amount as payment in full. The subscriber is responsible only for deductible co-payment amounts and non-covered items.

Messages

Diagnosis and treatment codes billed on this claim and their meanings can be requested by contacting Customer Service.

Thank you for choosing Blue Shield

007975 47

007975 47



MOHAMMAD A. ARAIN, M.D. Inc.
 1019 W. Yosemite Ave.
 Madera, CA 93637
 (559) 673-8001

16891

DATE 09/17/13

RECEIVED FROM Vincent Mendez \$ 30.00

AMOUNT DOLLARS

FOR CC Long DWS 08/04/13

PREVIOUS BALANCE	
THIS PAYMENT	30.00
BALANCE DUE	

- CASH
- CHECK
- M.O.

Your Receipt - Thank You

BY *[Signature]*

credit



1250 E. Almond Avenue
Madera, CA 93637

AV 01 001421 27388 B 8 A**5DGT



VINCENT LOUISE MENDEZ JR



Statement of Hospital Services

Statement Date: 09/03/2015

Pay Online: www.maderahospital.org

Pay by Phone: (559) 675-5514

Account Information

Guarantor Name: VINCENT LOUISE MENDEZ, JR

Account Number: V0202304512

Primary Insurance: BLUE SHIELD OF CALIF

Secondary Insurance: No Insurance on file

Please verify your insurance information!

Account Summary

Patient Name: VINCENT LOUISE MENDEZ, JR

Date(s) of Service: 07/29/2015

Description of Service: EMERGENCY ROOM/EMERGENCY ROOM

Billed Charges to Date	\$1,392.80
Receipts to Date	\$175.94
Adjustments to Date	\$966.86
Refunds to Date	\$0.00
Estimated Insurance Due	\$0.00

Amount You Owe \$250.00

Account Detail is on the reverse.

Credit Department Hours: (559) 675-5514 Monday - Friday, 8:00 am - 4:30 pm

- If you need to speak to us to make payment arrangements or discuss financial assistance, please contact us at the phone number shown above.
- Si usted tiene preguntas sobre su factura, por favor entre en contacto al Departamento de Credito y Colecciones. Al numero de telefono: (559) 675-5514 y presione numero 2. Gracias.

MCH has a Financial Assistance Program for those individuals who do not have the ability to pay for their hospital services. Please contact the MCH Credit Department at (559) 675-5514 for more information.

MCH tiene un programa de Asistencia Financiera para individuos que no tienen recursos para pagar por los servicios. Por favor llame al departamento de credito MCH (559) 675-5514 para mas informacion.

Credit counseling services are available to you from ClearPoint Credit Counseling Solutions at (800) 750-2227 or clearpointcreditsolutions.org and from Consumer Credit at (866) 464-5243 or consumercredit.com.

Servicios consejeros sobre credito estan disponibles para usted en ClearPoint Credit Counseling Solutions (800) 750-2227 o clearpointcreditsolutions.org de Consumer Credit (866) 464-5243 o consumercredit.com.

001421 1/1



Statement Date 09/03/2015

Check here if your address or insurance information has changed. Please indicate changes on the back of this page.

MAKE CHECK PAYABLE TO MADERA COMMUNITY HOSPITAL



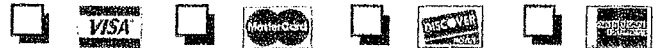
MADERA COMMUNITY HOSPITAL
PO BOX 742380
LOS ANGELES CA 90074-2380

Guarantor Name	Account Number	Date Due
VINCENT LOUISE MENDEZ, JR	V0202304512	09/18/2015

Amount Now Due
\$250.00

Amount I Am Paying
\$

Select One Payment Enclosed Charge



Card # _____

Exp. Date / CVC Code _____

Print Cardholder's Name _____

Signature _____

SOC
Class or Section # _____

SEP 15

State Center Community College District
Academic Absence Form

Adjunct/Overload - Sch C

NAME (Print) MENDEZ, VINCENT I.D. No. 10711 FCC
LAST FIRST MIDDLE INITIAL Campus or other work location
PERIOD OF ABSENCE: 7 / 29 / 2015 THROUGH 7 / 29 / 2015 FOR A TOTAL OF 3.00 Lec Hrs
(DAY AND DATE) (DAY AND DATE) 0.00 Lab Hrs

THE REASON FOR THE REQUESTED OR REPORTED ABSENCE IS CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Sick Leave (non-job related injury or illness; Employee only) | <input type="checkbox"/> Unauthorized Absence Without Pay |
| <input type="checkbox"/> Workers Comp (on-the-job injury) | <input type="checkbox"/> Military Leave (provide copy of military orders) |
| <input type="checkbox"/> Personal Business Leave (taken without pay) | <input type="checkbox"/> Jury Duty (provide copy of court summons) |
| * REASON _____ | <input type="checkbox"/> Court Appearance (provide copy of subpoena or official order) |
| <input type="checkbox"/> Bereavement Leave _____
(relationship of deceased and location if out of state) | <input type="checkbox"/> Maternity Leave (contact Dean of Instruction and District Benefits Office) |

SIGNATURE OF EMPLOYEE _____ DATE _____

SIGNATURE OF SUPERVISOR _____ DATE _____

It is important that bargaining unit members become well informed concerning leave provision of the agreement between the District and Federation before using this form. This form is not to be used for Legislative, Professional Improvement, Sabbatical, or long-term Personal Leaves.

FORMS: Absence Form Adjunct/Overload 3-12

(PLEASE USE BLACK OR BLUE INK ONLY)

White — District Payroll Canary — College Administration Pink — Employee Goldenrod — Dean

Handwritten notes:
150.00 / 150.00
see lecture rate

sign out Vincent Mendez

Mail Inbox 1769 Items

Find Someone Options

Favorites

- Inbox (64)
- Unread Mail (64)
- Sent Items

Vincent Mendez

- Inbox (64)
- Drafts (18)
- Sent Items
- Deleted Items (42)
- Junk E-mail
- Notes
- RSS Feeds
- Search Folders

New Delete Move Filter View

Search Entire Mailbox

Conversations by Date Newest on Top

Today

- Maintenance Saturday and ...**
FCC Director of Technology 3:40 PM
- SPAM Warning**
Don Lopez 3:35 PM
- FCC News - Gary Soto Tour...**
Cris Monahan-Bremer 2:45 PM
- hourly rate**
Nileen Clark 11:08 AM
- FCC News-City Art House...**
FCC Campus News 9:56 AM
- MSW interns availability ...**
Peg Mericle 8:55 AM

Yesterday

- Art 7 - 9/14/15**
Kevin Mark Hanjiev Mon 6:23 PM
- FCC Faculty News- Nomina...**
FCC Campus News Mon 5:54 PM
- FCC News-Library and Stud...**
FCC Campus News Mon 5:52 PM
- Great Musicians!!**
Susana Sosa; Jerry Thurston; ... Mon 1:47 PM
- Still Missing 9/9/15**
Kevin Mark Hanjiev Mon 11:38 AM
- LAST DAY to Submit Benefi...**
SCCCD Postmaster Mon 10:58 AM
- REMINDER . . .SCCC Founda...**
SCCCD Postmaster Mon 9:24 AM
- FCC News-Mexican Indepe...**
FCC Campus News Mon 8:58 AM

Mail

Calendar

Contacts

Tasks

Public Folders

Last Week

- SCCCD Personnel Commissi... Fri 9/11
- SCCCD Postmaster

hourly rate

Nileen Clark

To: Vincent Mendez

Vincent,
Your lecture rate is \$50.

NILEEN B. CLARK
Administrative Aide
Social Sciences Division
Fresno City College
Phone (559)442-8210 ex
Fax (559)443-8570

EMERGENCY DEPARTMENT AFTERCARE SHEET

PRESCRIPTION:

Medications Instructions: TAKE ALL PRESCRIPTIONS AS PRESCRIBED. BE SURE TO READ THE INSTRUCTIONS PROVIDED BY THE PHARMACIST.
Enstrucciones De Medicamentos: TOME TODA LA MEDICINA COMO RECETADA. ESTALLA SEGRE DE LEER LOS INSTRUCCIONES QUE LE DA PHARMACIA.

- 1. Medication: _____ 29 30 31
- 2. Medication: Please Excuse from
- 3. Medication: _____
- 4. Medication: work

LABEL IN SPANISH DO NOT DRIVE OR OPERATE HEAVY EQUIPMENT
 WORKERS COMPENSATION

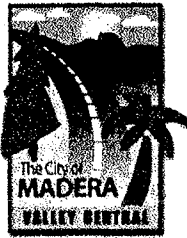
[Signature]
 M.D.

ADDRESSOGRAPH

V0202304512 ENG M0039962
 MENDEZ, VINCENT LOUISE JR M
 DOB: [REDACTED] AGE: [REDACTED] PPO
 DOS: 07/29/15 PRE ER



MADERA COMMUNITY HOSPITAL
 1250 E. Almond Ave. • P.O. Box 1328
 Madera, CA 93639-1328
 (559) 675-5555



**CITY OF MADERA
NOTICE OF INSUFFICIENCY OF CLAIM
AND RETURN WITHOUT ACTION**

August 14, 2015

Vincent Mendez
[REDACTED]

This is to advise you that the Claim you filed has been reviewed, evaluated, and found to be deficient for the reason(s) circled below:

1. The Claim fails to state the name and mailing address of the claimant.
2. The Claim is not signed.
3. The Claim fails to state the mailing address to which the person desires notices to be sent.
4. The Claim does not provide enough information to determine when, where, and/or how the incident/accident occurred.
5. The Claim does not provide enough information to determine what the loss, damage, or injury is.
6. The Claim does not provide enough specific information to determine what, if anything, the public entity did or failed to do to create liability exposure.
- ⑦. The Claim does not comply with Government Code §910(f) as to the amount sought or the court of appropriate jurisdiction.
8. The Claim does not provide the name(s) of any of our employees who may be responsible for the incident/accident.
9. The Claim does not comply with Government Code §910.4(a) in that all claims against a public entity shall be submitted on a claim form supplied by the public entity.

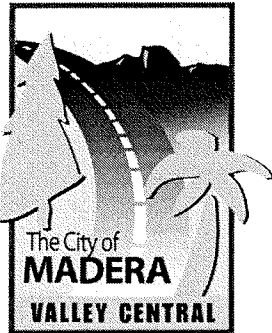
The Claim will not be acted upon for fifteen (15) days from the date of this Notice to allow for your amendment of this Claim.

WARNING: A claim that is deficient or does not contain sufficient information, as required by law, may not be considered to have been filed in a timely manner and may prevent the prosecution of a lawsuit based on the incident/accident which is the subject of this Claim.

Human Resources

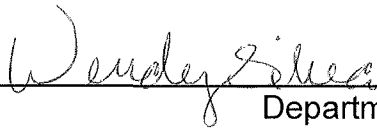
205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5400 Opt. 8 • FAX (559) 673-1655
www.madera-ca.gov

Report to City Council



Council Meeting of October 21, 2015
Agenda Item Number B-5

Approved by:



Department Director



City Administrator

Consideration of a Resolution Amending Resolution No. 07-132 Setting the Rate of Compensation for Certain Part Time Positions

RECOMMENDED ACTION

It is recommended Council adopt the attached resolution fixing the rate of compensation of certain part time employees of the City of Madera on Salary Schedule 'P.'

SITUATION

Resolution 07-132 was adopted by the City Council in May 2007 setting the rate of compensation for part time positions of the City of Madera based on Salary Schedule 'P.' The requested action will set rates of compensation for the part time positions of Engineering Intern and Communications Specialist.

The Engineering Intern position was included in the fiscal year 2015-16 budget at \$15 per hour. The requested action formalizes the rate of pay for the position. The Communications Specialist position will be used for part time assistance in public relations and community outreach.

Position	Hourly Min	Hourly Max
Engineering Intern	\$15.00	\$17.00
Communications Specialist	\$20.00	\$22.00

FISCAL IMPACT

Individual departments budget for part time salaries and benefits in the annual budget submitted for consideration and adoption by the City Council. Any

utilization of the above part time positions will be required to fall within approved budgeted part time salaries and benefits.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Adoption or amendment of a part time salary resolution is not contained in the vision or action plan; the requested action is also not in conflict with the plan.

RESOLUTION NO.

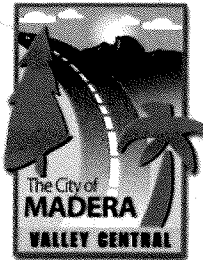
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING RESOLUTION 07-132 SETTING THE RATE OF COMPENSATION
FOR CERTAIN PART TIME POSITIONS OF THE CITY OF MADERA**

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

SECTION 1. Effective October 21, 2015, Resolution No. 07-132 pertaining to part time salaries is amended to include the positions of Engineering Intern and Communications Specialist.

Position	Range	Hourly Min	Hourly Max
Engineering Intern	16	\$15.00	\$17.00
Communications Specialist	26	\$20.00	\$22.00

Section 2. This resolution is effective immediately upon adoption.




Return to Agenda

REPORT TO CITY COUNCIL

COUNCIL MEETING OF October 21, 2015

AGENDA ITEM NUMBER B-6

APPROVED BY:


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR CAMARENA HEALTH CENTER

RECOMMENDATION:

That the City Council approve:

1. Resolution No. 15-____ Approving Improvement Deferral Agreement and Authorization of Lien for Camarena Health Center

SUMMARY:

Pursuant to the Madera Municipal Code, the City of Madera Planning Department conditionally approved Site Plan Review 2015-01 on February 19, 2015. Approval allowed for the construction of a twenty (20) stall parking lot to serve Camarena Health Center employees. A condition of approval required the undergrounding of utilities as a component of project construction or, alternatively, the completion of a deferral agreement. The Camarena Health Center wishes to defer the installation of Utility Undergrounding Improvements and appurtenances.

Engineering

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

www.madera-ca.gov

SITUATION:

Camarena Health Center proposes to construct a staff parking lot to be located at approximately 50 feet northwest of the intersection of South B Street and East 6th Street. A condition of Site Plan Review 2015-01, states the developer shall underground all utilities adjacent and within the project site or enter into a deferral agreement with the City for said improvements. Camarena Health Center has chosen to continue with the project and enter into a deferral agreement for the improvements associated with the undergrounding of utilities. The developer requested deferral of the improvements due to the cost of undergrounding being in excess in relation to the proposed parking lot improvements. Staff is in agreement with the deferral of the improvements due to the nature of the project site and required undergrounding. The site sits adjacent to approximately 200 foot alley which "T" intersects with another alley. The required adjacent undergrounding of utilities would require the removal of 2 utility poles and installation of 2 riser poles at either end of the site. This would result in a zero net gain. The deferral would allow for a planned and succinct undergrounding of all utilities located within both alleys at a future date. This process is authorized under municipal code where it is determined that the improvements are not immediately essential.

FINANCIAL IMPACT:

Approval of the deferral agreement will have no immediate fiscal impact on the City. In the event that the owner defaults on the agreement and does not complete the improvements upon demand by the City Engineer, the City will be responsible for completing the improvements while placing a lien against the property to eventually recoup those costs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This action is generally consistent with the following Action Item:

Action 101.6 - Ensure infrastructure can sustain population growth in the development of the General Plan.

RESOLUTION NO. 15-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND
AUTHORIZATION OF LIEN FOR CAMARENA HEALTH CENTER, AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, Camarena Health Center, Owner of record of subject property, is required to enter into and execute an agreement between the City and said Owner for said property which is on file in the office of the City Clerk entitled, **“IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR CAMARENA HEALTH CENTER**, wherein the Owners, shall agree to construct and complete within the time specified in a separately prepared encroachment permit all work and improvements required of Owners as mentioned in said Agreement.

WHEREAS, Owner is required to obtain an encroachment permit in the office of the City Engineer, furnish to the City a good and sufficient improvement security, securing the faithful performance and payment of all bills for labor and materials by said Owners of all work designated or mentioned in said agreement; furnish to the City certificates or policies of public liability and property damage insurance, as required in the above mentioned Agreement entitled, **“IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR CAMARENA HEALTH CENTER”**, on file in the office of the City Clerk.

**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 agreement for the deferral of improvements for **CAMARENA
HEALTH CENTER**, a copy of which is on file in the office of the
City Clerk, is approved.
3. The Mayor is authorized to execute said agreement on behalf of
the City.
4. Staff is directed to record the Deferral Agreement
5. This resolution is effective immediately upon adoption.

* * * * *

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

Fee Waived Per Section 27383 of the Government Code

**IMPROVEMENT DEFERRAL AGREEMENT
AND AUTHORIZATION OF LIEN FOR CAMARENA HEALTH CENTER**

This Improvement Deferral Agreement and Authorization of Lien, herein after called "Agreement", is made and entered into at Madera, California, and is effective this _____ day of _____ 2015, by and between the CITY OF MADERA, a municipal corporation, hereinafter designated and called "CITY", and Camarena Health Center, herein after designated and called "Owner" without regard to number or gender.

RECITALS

WHEREAS, Owner is constructing an Employee Parking Lot located at 120 South B Street on property also described as Southern half of Lot 10 and Lots 11, 12 of Block 71 on the Map filed in Vol. 2 of Maps at page 9, Official Records of Madera County (APN 007-163-009); and

WHEREAS, site plan review SPR 2015-01 requires Owner to construct certain street improvements which specifically includes undergrounding of utilities adjacent to and within the project site (the "Utility Undergrounding Improvements"); and

WHEREAS, Owner is requesting that City, subject to the terms and conditions of this Agreement, (a) defer requirement of the Utility Undergrounding

Improvements, and (b) promptly issue to Owner the permit to construct said parking lot improvements.

THEREFORE, in consideration of City's acceptance to defer the improvements requested by Owner and for other good and valuable consideration, City and Owner hereby agree as follows:

1. The Utility Undergrounding Improvements consist of relocating existing overhead power and telecommunication infrastructure adjacent to and within the project site to underground facilities. Improvements include construction and installation of any and all appurtenances required to complete said relocation.

2. The performance and installation of such Utility Undergrounding Improvements shall comply with the Standard Specifications of the City of Madera and any and all associated Utility Company Standards. In case there are no Standard Specifications for the Utility Undergrounding Improvements, such performance and installation shall be in accordance with the Standards and Specifications of the State of California, Department of Transportation. Owner shall perform, install and provide all work, improvements and materials under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

3. Owner agrees to install said improvements identified herein in conjunction with the next new construction or alteration project at the Employee Parking Lot that is of such scope or magnitude that construction of the undergrounding improvements would not be considered disproportionate to the overall new improvements. If Owner fails to construct or complete the deferred

improvements, the City may, but shall not be obligated to, construct and complete the improvements. The Owner shall be fully responsible for all costs incurred by the City in connection with completion of the improvements including reasonable attorney's fees which may be incurred in any action successfully enforcing this agreement against the Owner, his heirs, successors or assigns. A final accounting of such costs, when confirmed by the City Engineer and recorded in the official records of the County, shall be a lien on the property. If the Owner does not pay the costs in full within 30 days after the date the City Engineer mails notice of such costs, interest shall accrue on the unpaid costs at the maximum legal rate from the date the accounting of the costs was confirmed. The lien shall not be released until all such costs, including accrued interest, are paid in full, according to the terms specified in this Agreement. The remedy provided in this paragraph shall be in addition to and without limitation on any other rights or remedies that may be available to the City, including but not limited to the right to resort to any security submitted by the Owner as provided herein.

4. Owner agrees to install said Utility Undergrounding Improvements identified herein as part of or in lieu of any other offsite improvement prior to receipt of an occupancy permit for any new facility that triggers the need for said improvements.

5. Prior to construction of Utility Undergrounding Improvements, Owner shall obtain an Encroachment Permit from the City of Madera Engineering Department.

6. As part of the Encroachment Permit, Owner shall provide an engineer's cost estimate for construction of the required Utility Undergrounding

Improvements. The engineer's estimate shall be increased to 125 percent of the cost estimate to reflect the payment of prevailing wages should City find it necessary to construct the deferred improvements. Such amount shall be the dollar amount necessary as security to guarantee construction of said improvements.

7. The Security for the construction of deferred Utility Undergrounding Improvements as part of the Encroachment Permit shall be in the form of a bond, cash, or a certificate of deposit assigned and payable to City, an irrevocable straight letter of credit, or other form acceptable to the City. The security shall be maintained in full effect at all times until the Sidewalk Improvements are completed and accepted by City. Said security may be provided by Owner's contractor performing said work. The security shall be submitted before an encroachment permit is issued.

8. Owner shall, before the issuance of an Encroachment Permit, obtain and maintain in full force and effect during the term of this Agreement at Owner's own expense and risk, a general comprehensive liability insurance policy and shall furnish evidence of such insurance by delivery of a copy or copies of the policies. Such insurance shall name City, its Council, boards, commissions, officers, council members, volunteers and employees as additional insureds and shall indemnify City and said persons against liability for loss or damage for injury, including death, and property damage occasioned by the operation of Owner or its contractors or subcontractors under the terms of this Agreement, and shall be in the minimum limits of \$1,000,000 for injury or death, and property damage limits of not less than \$250,000. **THE POLICIES MENTIONED HEREIN SHALL**

CONTAIN A PROVISION THAT A WRITTEN NOTICE OF INSURER'S CANCELLATION OR MATERIAL CHANGE IN THE TERMS OF SAID POLICY SHALL BE DELIVERED TO THE CITY THIRTY (30) DAYS IN ADVANCE OF THE EFFECT OF SUCH CHANGE OR CANCELLATION. Such insurance shall also specifically insure any contractual liability assumed by Owner under the terms of this Agreement. Owner shall provide an additional bond, cash, or other security, as approved by City, in an amount equal to all deductible amounts or self insured retention named in the above required general comprehensive liability insurance policy.

9. After the satisfactory completion of the Utility Undergrounding Improvements by Owner, City shall accept said improvements and release the associated encroachment permit and security provided, except Owner shall provide for the repair of defects due to poor workmanship or faulty materials, discovered during a one-year warranty period commencing one day after the acceptance of the Utility Undergrounding Improvements by City. This Agreement shall terminate upon the later of said (1) year period or upon the completion of any work necessary to cure any defects discovered during such (1) year period.

10. All Utility Undergrounding Improvements shall be done at the sole cost and expense of Owner. The usual and customary costs of engineering, inspection, testing, surveying, staking, and all applicable fees as required by City shall be the sole responsibility of Owner.

11. Owner shall indemnify, hold harmless, and defend City and each of its officers, agents, and employees from any and all loss, liability costs, and damages (whether in contract, tort or strict liability, including but not limited to

personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including attorney's fees and legal expenses), arising or alleged to have arisen directly or indirectly out of or in any way connected with (a) the making of this Agreement; (b) performance or installation of the Utility Undergrounding Improvements by Owner, its employees, officers, agents, contractors or subcontractors, or (c) design, installation, operation or maintenance of the Utility Undergrounding Improvements, regardless of whether City is actively or passively negligent, except for liability, loss, costs or damage caused solely by the negligence or willful misconduct of City, of its officers, agents or employees.

12. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or part thereof shall not affect the validity or invalidity or any other provision.

13. This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the respective parties hereto, and the obligations of this Agreement shall run with and burden the subject property.

14. This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the parties hereto.

15. Whenever the context requires, the neuter shall include the masculine or feminine, or both, and the singular shall include the plural.

16. Time is of the essence of this Agreement.

[Signature page follows.]

CITY OF MADERA:

By: _____
Robert L. Poythress, Mayor

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

OWNER:

By: _____
Paulo A. Soares, Chief Executive
Officer
Camarena Health Center

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF October 21, 2015

AGENDA ITEM NUMBER B-7

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF KERMAN AND THE CITY OF MADERA FOR FIREARMS TRAINING RANGE USE.

RECOMMENDATION

Staff recommends that Council adopt the attached resolution ratifying and approving an agreement with the City of Kerman for use of their firearms range.

SUMMARY

On October 7, 2015 Council meeting Council approved an agreement with Kerman for use of their range. Upon receipt of the agreement for signing there were minor material changes noted that differed from what Council had approved.

Pg 1, Section A – Range location is different.

Pg 1, item 1 – Includes clause that training must be conducted by a POST certified instructor.

This report has the corrected language in the attached agreement and the original report is included in its entirety for Council clarification.

The Madera Police Department has struggled to consistently find a location for firearms training that is both convenient in terms of travel time and having an appropriate environment for training. Normally use of the Fresno Peace Officer Range at Herndon and Hwy 99 has provided both of those opportunities to the Department; close in proximity and appropriate facilities. We have used this facility for a number of years with no cost to the City. This range is managed by Fresno County Sheriff's Office and recently they have decided to begin charging departments for use of their range, estimated at \$5,000 to \$10,000 annually. The price is not so much the issue, based upon the necessity of training, but their requirements are

troublesome and would require the City to pay for a deputy at time and one half to standby while we conduct training on weekends or nights, which we do frequently. Additionally the Fresno Peace Officer Range has been reduced in size for the foreseeable future until they resolve their gas line problem. Other range options include Sun Mountain and the Fresno Police Regional training Center. Both of these facilities offer appropriate amenities but travel time to Sun Mountain is prohibitive at 44 minutes one way travel time with a modest fee as well. The Fresno Regional Training Center is the most costly and again poses travel time considerations at 35 minutes one way travel. We have also used the prison range but have most recently been told that their range will no longer be available to outside use. We are now left with little to no options and have asked Kerman if we could use their range facility. Kerman is less than ideal at 25 minutes travel time and minimal facilities but it is priced right, free, and we can accomplish what we need to accomplish. Their approval for use of their range is contingent on our signing the attached agreement.

A range facility was also presented to Council as a significant need in our presentation of potential sales tax opportunities.

FISCAL IMPACT

No fiscal impact

VISION PLAN

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

RESOLUTION NO.

A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF KERMAN AND THE CITY OF MADERA FOR FIREARMS TRAINING RANGE USE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, on October 7th, 2015 the Council approved the agreement and it was found to have minor language corrections needed, and corrections were made as requested; and,

WHEREAS, the Madera Police Department is requesting the use of the City of Kerman Range; and,

WHEREAS, the City of Kerman has agreed to such use contingent on the City of Madera signing the subject agreement.

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

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

AGREEMENT

AGREEMENT FOR USE OF CITY OF KERMAN PROPERTY

Use of Range Facility by City of Madera Police Department

This agreement for use of City of Kerman Property ("Agreement") is made and entered into by and between the City of Kerman, a municipal corporation ("City") and the City of Madera Police Department (hereinafter "Permittee"). City and Permittee may be collectively referred to herein as "parties."

RECITALS

A. The City is the owner of the real property located in the City of Kerman, described as the Range Facility, located to the rear of 15485 W. Church Avenue, Kerman, California 93630. The Range Facility is hereby also referred to as "Premises."

B. The Permittee has requested permission from the City to enter the Premises for the purposes identified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. PERMISSION TO ENTER. The City hereby grants permission to Permittee (including its officers, employees, and agents) to enter the Premises in accordance with the terms of this Agreement, for the purpose of training on date and times to be mutually agreed upon by the parties. Permittee is solely responsible for supplying all appropriate equipment and materials convenient or necessary to utilize the Range Facility for training. Permittee is solely responsible for conducting the training by a POST certified instructor and ensuring the safety of the participants in conjunction with the use of the Premise by Permittee, including providing all necessary personnel.

2. TERM. The term of this Agreement shall be for one year commencing upon full execution of this Agreement by the parties.

3. PAYMENT. No payment is required.

4. RELATIONSHIP BETWEEN THE PARTIES. Permittee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Permittee is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Permittee.

5. COMPLIANCE WITH LAWS. Permittee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.

6. INSURANCE. Permittee shall, throughout the duration of this Agreement, maintain insurance to cover Permittee (including its agents, representatives, contractors, and employees) in connection with the performance under this Agreement. This Agreement identifies the minimum insurance levels

with which Permittee shall comply; however the minimum insurance levels shall not relieve Permittee of any other performance responsibilities under this Agreement (including all indemnity requirements), and Permittee may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Permittee, and prior to the commencement of any services, the Permittee shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Permittee shall provide substitute written proof of insurance no later than thirty (30) days prior to the expiration date of any insurance policy required by this Agreement.

a. **Minimum Insurance Levels.** Permittee shall maintain insurance at the following minimum levels:

i. **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

ii. **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation.** coverage as required by the state of California.

b. **Endorsements.** The insurance policies shall be endorsed as follows:

i. For the commercial general liability insurance, the City (including its elected officials, employees, and agents) shall be named as insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

ii. Permittee's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be in excess of the Permittee's insurance and shall not contribute with it.

iii. Permittee's insurance will not be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the City.

c. **Qualifications of Insurers.** All insurance companies providing coverage to Permittee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

7. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Permittee shall immediately notify the Kerman Police Department by telephone at 846-8800 and Permittee shall promptly submit to the City's Authorized Representative a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of damaged property; (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. INDEMNIFICATION. Permittee shall indemnify, hold harmless, and defend the City and its elected officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature resulting or arising from performance or failure to perform under this agreements with the exception of the sole negligence or willful misconduct of the City.

9. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Permittee's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

10. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

11. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City TO: Permittee Attn: Joseph Blohm Attn: Steve Frazier City of Kerman Police Department City of Madera Police Department 850 S. Madera Ave. 330 S. C Street Kerman, CA 93630 Madera, CA 93637

12. HEADINGS. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

13. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Fresno.

15. ATTORNEYS' FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees, costs, and expenses incurred.

16. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

17. CONFLICTS. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

18. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complimentary; what is called for in one is binding as if called for in all.

19. 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 Permittee and the City. This Agreement shall inure to the benefit of and be binding upon the parties herein and their respective successors and assigns.

.....

IN WITNESS WHEREOF, the City and Permittee do hereby agree to the full performance of the terms set forth herein.

CITY OF KERMAN

CITY OF MADERA

By:

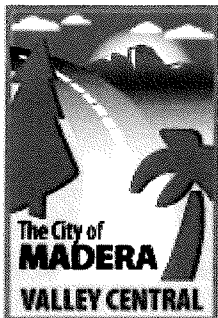
By: Robert L. Poythress

Title:

Title: Mayor

Date:

Date:



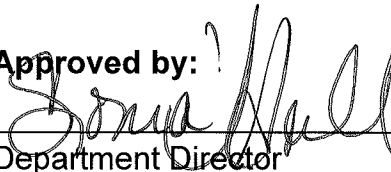
REPORT TO CITY COUNCIL

[Return to Agenda](#)

Council Meeting of: October 21, 2015

Agenda Item: B-8

Approved by:



Department Director



City Administrator

SUBJECT: RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM FOR FUNDING IN FISCAL YEAR 2016-17 FOR THE CITY OF MADERA SAFE ROUTES TO SCHOOL AND PEDESTRIAN SAFETY PRIORITIES PLAN

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Review and adopt Resolution _____ authorizing the City Administrator to sign and submit an application to Caltrans under the Fiscal Year 2016-17 Sustainable Transportation Planning Grant Program, for no more than \$500,000 to fund public outreach and development of a City of Madera Safe Routes to School and Pedestrian Safety Priorities Plan.

Executive Summary

This report recommends submitting an application for funding under the Caltrans Fiscal Year 2016-17 Sustainable Transportation Planning Grant Program, for an amount up to \$500,000 to conduct public outreach and development of a City of Madera Safe Routes to School and Pedestrian Safety Priorities Plan. If awarded, the City would be required to contribute a match of cash or in-kind services of 11.47%.

Background

Each year, Caltrans issues an invitation for grant applications for transportation planning projects. The grant program promotes a balanced, comprehensive, multi-modal transportation system. The planning grants should ultimately lead to the adoption, initiation, and programming of transportation improvements. Staff proposes to apply for the Sustainable Transportation Planning grant type, which is offered to fund coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system, which includes mobility, access, and safety.

Projects must be consistent with State Transportation Goals, including:

1. Improve mobility and accessibility
2. Preserve the transportation system
3. Support the economy
4. Enhance public safety and security
5. Reflect community values
6. Enhance the environment

Grant applications are capped at \$500,000, and require an 11.47% percent local match. A resolution is not required at time of submission but does show support from the governing body. Applications to Caltrans for Fiscal Year 2016-17 funding are due on October 30, 2015. If awarded, the governing body would be required to submit another resolution accepting the grant award and authorizing the agreements.

Discussion

Staff is preparing an application that would request up to \$500,000 in grant funds to conduct public outreach and develop a City of Madera Safe Routes to School and Pedestrian Safety Priorities Plan. Madera has experienced explosive growth in the past 30 years, growing from a population of 29,000 in 1990 to a population of 61,416 in 2010. Today, residents are feeling the growing pains of inadequate infrastructure to support our population. Madera Unified has 25 schools (13 K-6 elementary schools, 3 K-8 country schools, 3 middle schools, 2 high schools, 2 alternative education centers, 2 charter schools). In recent years, M.U.S.D has added 4 new schools (3 elementary

schools and 1 middle school) and completed Madera South High School (formerly named Madera High School - South Campus). The School District is also in the planning and design stage for another school on west of Tozer.

Even though most of the students live within a mile of their school, a weak percentage walks or rides a bike to school. At previous community meetings, parents indicated the main reason their children do not walk or bike to school was due to safety concerns. There are a lot of streets in Madera, including school routes that do not have sidewalks, curbs, gutters or bicycle lane striping. A lack of sidewalks is the main barrier preventing students who live within the school “walking zone” from walking. As Madera has grown, the former rural roads are now major streets and important school routes.

Due to the aforementioned conditions, Engineering has determined that a City of Madera Safe Routes to School and Pedestrian Safety Priorities Plan is necessary to prioritize and address outdated infrastructure that presents significant barriers for walking and bicycling. The study would evaluate each school site that serves City of Madera residents and identify any deficiencies or opportunities for improvement and encouraging non-motorized travel to/from school. The study would have a secondary focus on identifying pedestrian routes for other than schools and recommended improvements. The study would establish priorities and recommendations for allocating funds and pursuing future grants.

FISCAL IMPACT:

The total amount of grant funds to be requested from Caltrans for this project will not exceed \$500,000. If awarded, the requested grant requires an 11.47% local match, which can be met through in-kind services.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Adoption of the attached resolution is consistent with Strategies 132 and 401 of the City of Madera Vision 2025 Plan particularly with regard to Neighborhood Connectivity and Healthy Community.

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

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

Healthy Community - Strategy 401.3: Conduct a walkability audit of the City.

ATTACHMENTS

Resolution _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MADERA AUTHORIZING THE SUBMITTAL OF AN APPLICATION
TO THE CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION SUSTAINABLE
TRANSPORTATION PLANNING GRANT PROGRAM FOR FUNDING IN FISCAL
YEAR 2016-17 FOR THE CITY OF MADERA SAFE ROUTES TO SCHOOL AND
PEDESTRIAN SAFETY PRIORITIES PLAN

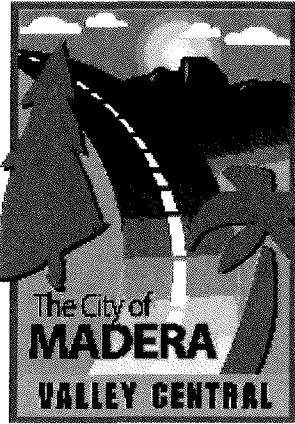
WHEREAS, Caltrans has issued an invitation for grant applications to the Sustainable Transportation Planning Grant Program as part of the FY 16-17 Transportation Planning Grant Program; and

WHEREAS, the City of Madera, a CA municipality, is eligible to receive Federal and/or State funding for transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the City of Madera's governing board authorizes, by resolution, its approval for the submission of the FY 16-17 Transportation Planning Grant Program with an acknowledgement that the Applicant will provide the required local match on a successful grant award; and

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

1. The City Council hereby authorizes the submittal of an application to the California State Department of Transportation Sustainable Transportation Planning Grant Program.
2. The Council authorizes a match of local funds in the amount required on a successful Sustainable Transportation Planning Grant award.
3. This Resolution is effective immediately upon adoption.

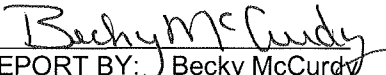


[Return to Agenda](#)

REPORT TO CITY COUNCIL


MEETING DATE October 21, 2015

AGENDA ITEM NO.: B - 9


REPORT BY: Becky McCurdy
Procurement Services Manager

Approved:


Tim Przybyla, Director of Finance


David R. Tooley, City Administrator

Subject: CONSIDERATION OF A RESOLUTION APPROVING AWARD OF AGREEMENT FOR HVAC MAINTENANCE SERVICES, RFP NO. 201516-02 TO THE LOWEST RESPONSIVE BIDDER, CALIFORNIA CLIMATE CONTROL, INC., AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

Recommendation:

Staff recommends Council Adopt the Resolution approving award of the HVAC Maintenance Agreement to California Climate Control, Inc.

Summary:

The City has need of HVAC Maintenance Services at City Facilities. This agreement will allow for regularly scheduled HVAC maintenance services at City facilities. Three bids were received and opened at the Purchasing Office on September 30, 2015. The lowest responsive, responsible bidder was California Climate Control. This agreement will be financed by money set aside for this purpose in the individual departmental budgets.

Discussion:

A. The City has need for a HVAC Maintenance agreement in order to provide regularly scheduled maintenance services to City facilities.

B. Notification of the Request for Proposal was published in the Madera Tribune, the City Web Site and direct mail notices were sent to companies that had expressed an interest. The responses received were:

California Climate Control, Inc.	Merced, CA
Servi-Tech	Fresno, CA
Strategic Mechanical	Fresno, CA

C. The bids for services and estimated repairs as indicated in the agreement are broken down as follows:

	<u>Annual Maintenance</u>	<u>Repair</u>	<u>Markup on Materials</u>
California Climate Control, Inc.	\$ 8,608.00	\$45.00 hr.	25%
Strategic Mechanical	\$23,843.00	\$120.00	30%
Servi-Tech	\$ 30,270.00	\$115.00	20% + \$45.00 truck charge

Financial Impact:

This agreement provides a minimum annual reduction in cost of approximately \$700.00 per year across various budgets. This agreement will be financed by money set aside for this purpose in the individual departmental budgets.

Consistency with the Vision Madera 2025 Plan:

HVAC maintenance is not addressed in the Vision and Action Plan, nor is it in conflict with the Plan.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ACCEPTANCE OF AGREEMENT WITH CALIFORNIA CLIMATE CONTROL, INC. TO PROVIDE H.V.A.C. MAINTENANCE AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE CITY OF MADERA

WHEREAS, the City of Madera (the "City") is in need of a H.V.A.C. maintenance agreement for services and repairs to City Facilities; and

WHEREAS, bids were received and opened on September 30, 2015, for HVAC Maintenance Services at City Facilities and California Climate Control, Inc. was the lowest responsive and responsible bidder with a bid of \$8,608.00; and

WHEREAS, California Climate Control, Inc. is qualified to provide the needed services and repairs; and

WHEREAS, an Agreement to provide such services and repairs has been prepared and is on file in the Office of the City Clerk and referred to for further particulars. NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The contract for HVAC Maintenance Services at City Facilities is awarded to California Climate Control, Inc.
3. The Agreement between California Climate Control, Inc. and the City is approved.
4. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

**CITY OF MADERA
PUBLIC WORKS FACILITY
H.V.A.C. MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into the 21st day of October, 2015, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND CALIFORNIA CLIMATE CONTROL, INC., hereinafter called "Service Provider";

RECITALS:

- A. The City is in need of a H.V.A.C. Maintenance Agreement.
- B. City requires a H.V.A.C. Maintenance Agreement from a qualified professional service provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide the H.V.A.C. Maintenance Agreement .

AGREEMENT

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

1. Services. The City hereby employs Service Provider to provide H.V.A.C. Maintenance services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on December 1, 2015.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the RFP and response thereto, attached hereto as Exhibit "A".

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

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the H.V.A.C. Maintenance Agreement and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to

accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

A.

Department	PM Frequency	Total Cost
City Hall Administration	6	870.00
Engineering Dept. (Modular Bldg.)	4	194.00
PCS - Senior Kitchen	4	194.00
PCS - Pan American Center	4	540.00
Public Works - Administration	4	194.00
Public Works - WWTP	4	194.00
Airport	4	194.00
Fire Department - Station #6	4	194.00
Fire Department - Station #7	4	194.00
PCS - Youth Services	4	194.00
City Yard – Front Offices	4	194.00
PCS - Bergon Center	4	194.00
PCS – John Wells Youth Center	4	1000.00
Intermodal Facility	4	194.00
Police Department	6	3870.00
RDA Front Offices	4	194.00

B. Hourly charge for repair work or new installation \$ 45.00

C. Please indicate the average per cent (%) of markup for wholesale parts/material you will provide for City repair work projects. 25 %

4. Term of contract. A two-year contract will be awarded. Prices shall remain firm for a minimum of two years. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement. Fees and Costs for the optional extension will be adjusted based upon the Consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.

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

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

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

5.3. Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City Administrator of the City of Madera. A copy of the City Administrator's requirements for such insurance coverage is attached hereto as Exhibit "B".

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

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

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

Notice of termination shall be mailed to the City:

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

To the Service Provider: California Climate Control, Inc.
127 Heron Way
Merced, CA 95341

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

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

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

11. Included herein by reference is the Request for Proposal.

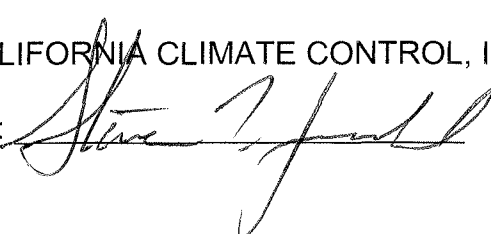
This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition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

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

CITY OF MADERA

BY: _____
Robert L. Poythress, Mayor

CALIFORNIA CLIMATE CONTROL, INC.

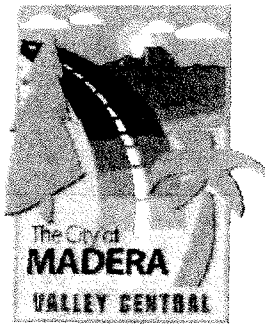
BY: 

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Brént Richardson



REQUEST FOR PROPOSAL

H. V. A. C. MAINTENANCE AGREEMENT

RFP NO. 201516-02

August 26, 2015

1. INSTRUCTIONS AND CONDITIONS

- A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The submittal must be fully complete and executed. Proposers will send three (3) copies of the completed submittals which will include; two (1) bound copies and one (1) unbound original, with appropriate responses included.

Format: Submittal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document. Binding can be as simple as a staple. Original and copies may be submitted in one envelope/package.

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

Bid: H.V.A.C. Maintenance Agreement

RFP # 201516-02

Filing Deadline: Wednesday, September 30, 2015 - 3:00 PM

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all

of any part of the bid proposal.

- C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
- D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at www.madera-ca.gov on the Purchasing Department tab, the Bid Announcement and Results page.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Wednesday, September 23, 2015. Written questions or inquires should be e-mailed, mailed or faxed to:

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

becky.mccurdy@maderaca.gov

FAX: (559) 661-0760

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

- G. **A Pre-Bid walkthrough is scheduled for Wednesday, September 2, 2015 at 9:00 a.m.** Those interested in the walkthrough should call in advance and reserve a space. To reserve space call the Purchasing Office at (559) 661-5463. Participants will meet at the Public Works Office at 1030 South Gateway Drive, Madera, CA 93637.
- H. Proposals will be evaluated by the Department of Public Works. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted for evaluation. During the evaluation process, the City may find it beneficial to request additional information. The committee may request an interview with the top rated companies. A reference check may also be conducted.
- I. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- J. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- K. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- L. An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- M. The successful Bidder shall enter into a formal agreement with City which will be very similar in content to the Attachment A "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this Request for Proposal.

- N. A two-year contract will be awarded. Prices shall remain firm for a minimum of two years. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement. Fees and Costs for the optional extension may be adjusted based upon the Consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.
- O. The City may, at its sole option, terminate any contract/agreement that may be awarded as a result of this RFP at the end of any City Fiscal Year, for reason of non-appropriation of funds. In such event, the City will give bidder at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
- P. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have their license, please indicate the license number and expiration date below:
City License No. 353210 Expiration Date 2/29/2016
- Bidder shall also secure any Federal or State of California License/Certification required to provide the services and a Certificate of Insurance in accordance with the Insurance Requirements for Contractors without Construction Risks document included in the draft agreement as Exhibit A.
- Q. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

- R. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

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

Check one of the following:

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

- T. Prevailing Wage:

a. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Contractor will be responsible for verifying compliance with all prevailing wage laws and regulations for all subcontractors.

b. As required by § 1770 and subsequent sections of the California Labor Code, the Contractor and all subcontractors shall pay no less than the prevailing rate of wages as determined by the Director of the California Department of Industrial Relations as applicable to the date of the Construction Agreement.

c. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work at the time the contract is awarded. Refer to DIR website, www.dir.ca.gov/, to register and to find the correct wage rates and answers to questions related to prevailing wage requirements.

d. The Contractor and all subcontractors must submit to the Labor Commissioner of the DIR, on regular intervals (weekly, biweekly, or monthly), electronic certified payroll records as specified by SB 854. Payroll records shall contain all the information required pursuant to Labor Code Section 1776 and be signed under penalty of perjury.

e. The Contractor will post job site notices prescribed by DIR regulation.

2. MAINTENANCE SPECIFICATIONS - APPLICABLE TO ALL UNITS AS LISTED

A. Preventive Maintenance (Individual schedules listed in Section 3.)

1. Check oil level and operation pressures/temperatures.
2. Check and adjust all pulley alignment and/or belt tension.
3. Oil or grease all bearings/fittings.
4. Replace air filters.
5. Clean condenser and evaporator coils at least once per year.
6. Seasonally confirm general operation of all boilers, furnaces and heaters.
7. Maintain proper operation of air compressor and pneumatic control.
8. Electrically check all control circuits in HVAC equipment.

9. Check mounting and /or anchor bolts of equipment.

B. Monthly billing with date, location and service rendered is required

C. Monthly logs will be kept with service date and service rendered. The logs will be located at the individual facilities at a prearranged location.

3. EQUIPMENT SCHEDULE

The Preventive Maintenance (PM) schedules, as listed in Section 2, A., shall be performed as is applicable on the equipment at the facilities listed below. Please indicate the monthly price per location. Prepare your bid only on the basis of providing the nine (9) P. M. steps as they may apply to the equipment at the listed facilities.

HVAC EQUIPMENT INFORMATION

LOCATION: City Hall 205 W. 4th Street

6 P.M.'s per year

- 40 HP Acme A/C Chiller Unit
- Johnson Control Neumatic System
- BAC Cooling Tower
- Peerless Natural Gas Boiler
- Five Remote System Air Handlers
- Filters required
 - 5 - 20" x 20" x 2"
 - 4 - 20" x 24" x 1"
 - 3 - 20" x 25" x 2"
- One stand alone 4 ton HVAC Unit (Clerk, Grants)
 - 2 - 16" x 20" x 1"
- Air Fan PM2-20B Commercial HVAC Unit with 10 zone louvred system, natural gas heat.
- Filters required
 - 12 - 20" x 25" x 2"
- One stand alone 4 ton HVAC Unit (Finance)
- Filters required
 - 2 - 20" x 20" x 1" Filters
- Two single room units with roof remote compressors (split units)
- Filters required
 - 2 - washable filters

LOCATION: Engineering Dept. 205 W. 4th Street

4 P.M.'s per year

- Four trailer wall mount HVAC Units

- Filters required
4 - 14" x 30" x 1" filters (one per unit)

LOCATION: PCS-Senior Kitchen 1901 Clinton 4 P.M.'s per year

- One HVAC unit (office)
- One Heating unit (Kitchen)
- Filters required
2 - 20" x 16" x 2"
4 - 20" x 20" x 1"
- One Walk-in freeze/cold box unit
- no filters
- periodic repairs

LOCATION: P.C.S.-Pan American Center 703 E. Sherwood 4 P.M.'s per year

- 7 HVAC units, various sizes
- Filters required
6 - 16" x 25" x 2"
4 - 16" x 36" x 2"
12 - 20" x 20" x 2"

LOCATION: Public Works Admin. 1030 South Gateway Dr. 4 P.M.'s per year

- One HVAC Unit 7.5 ton
- Filters required
4 - 20" x 20" x 2"
- One HVAC Unit 4 ton
- Filters required
2 - 16" X 25" x 2"

LOCATION: Wastewater Treatment Pit. 13048 Rd 21 ½ 4 P.M.'s per year

- Three HVAC Unit
- Filters required
4 - 20" x 20" x 2"
4 - 16" x 24" x 2"

LOCATION: Madera Municipal Airport 4020 Aviation Dr. 4 P.M.'s per year

- Two HVAC Units
- Filters required
2 -14" x 24" x 1"

2 - 14" x 20" x 1"
1 - 12" x 12"

LOCATION: Firestation 6 317 N. Lake St. 4 P.M.'s per year

- Three HVAC units
- Filters required
 - 1 - 14" x 25" x 1"
 - 2 - 24" x 24" x 1"

LOCATION: Firestation 7 200 S. Schnoor Ave. 4 P.M.'s per year

- Three HVAC units
- Filters required
 - 2 - 20" x 20" x 1"
 - 4 - 20" x 25" x 1"

LOCATION: P.C.S.-Youth Services 113 S. Q St. 4 P.M.'s per year

- One HVAC unit
- Filters required
 - 1 - 20" x 20" x 1"

LOCATION: City Yard – Front Offices 1030 South Gateway 4 P.M.'s per year

- Two HVAC units
- Filters required
 - 4 - 16" x 20" x 1"

LOCATION: P.C.S.-Bergon Senior Ctr. 228 S. "D" Street 4 P.M.'s per year

- Two HVAC units
- Filters required
 - 6 - 20" x 20" x 1"

LOCATION: P.C.S.-John Wells Youth Center 701 East 5th Street 4 P.M.'s per year

- Nine HVAC units – various sizes
- Filters required
 - 11 - 20" x 25" x 2"
 - 10 - 12" x 25" x 2"
 - 2- 20" x 20" x 2"
- One MVA unit with four washable filters

LOCATION: Intermodal Facility 5th & E Streets 4 P.M.'s per year

- Four HVAC units
- Filters required
 - 7 - 16" x 25" x2"

LOCATION: Police Department * 330 South "C" St. 6 P.M.'s per year

- 18 HVAC units
- Filters Required
 - 30 - 16" x 25" x 2"
 - 12 - 16" x 20" x 2"

LOCATION: RDA – Front Offices Yosemite 4 P.M.'s per year

- Two HVAC units
- Filters required
 - 5 - 20" x 25" x 1"
 - 1 – 14" x 25" x1"

*For security purposes - roof access via an outside ladder is not allowed. Interior roof access must be coordinated with the Police Department staff for any repairs or maintenance.

Department	PM Frequency per Year
City Hall Administration	6
Engineering Dept. (Modular Bldg.)	4
PCS - Senior Kitchen	4
PCS - Pan American Center	4

Public Works - Administration	4
Public Works - WWTP	4
Airport	4
Fire Department - Station #6	4
Fire Department - Station #7	4
PCS - Youth Services	4
City Yard - Front Offices	4
RDA	
PCS - Bergon Center	4
PCS - John Wells Youth Center	4
Intermodal Facility	4
Police Department	6
RDA - Front Offices	4

Any technical questions regarding the P. M. program may be referred to Phil Johnson, Electrical/Facilities Operations Manager.

4. SPECIAL REPAIRS

All special repairs beyond normal P. M. as outlined in Section 2 A., will be based on the following bid schedule if accepted by the City.

5. CONDITIONS

- A. Permit fees and inspection fees will be waived by the City.
- B. Coordination of work and billing will be through Phil Johnson, Electrical/Facilities Operations Manager
- C. Any one project exceeding \$2,500 may be subject to competitive bidding.
- D. All work performed will meet applicable building and electrical codes and City Standards.
- E. The City reserves the right to call in a specialist in any area it deems

necessary.

F. The City may require documentation of wholesale prices to the contractor.

6. FORM OF BIDS

Price shall include all costs, options, labor, taxes and delivery or freight charges.

7. SPECIFICATIONS

Specifications in this document are minimal and any variances should be described in detail.

* * * * *

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

CITY OF MADERA
BID PROPOSAL AUTHORIZATION
H. V. A. C. MAINTENANCE AGREEMENT

RFP NO. 201516-02

DATE 9-9-2015

COMPANY NAME California Climate Control, Inc.

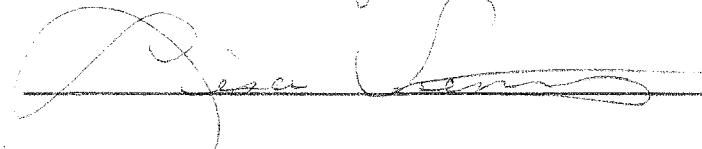
STREET ADDRESS 127 Heron Way

CITY / STATE / ZIP Merced, CA, 95341

PHONE NUMBER 209-383-5409

PERSON PREPARING BID Lisa Vining

POSITION Secretary

SIGNATURE 

EMAIL lisavining@sbcglobal.net

MADERA BUS. LIC. NO. B0101822

CALIF STATE CONTRACTORS LICENSE NO. 353210

CITY OF MADERA
BID PROPOSAL FORM
H. V. A. C. MAINTENANCE AGREEMENT
RFP NO. 201516-02

1.

Department	PM Frequency	Cost per PM	Total
City Hall Administration	6	\$145.00	\$870.00
Engineering Dept. (Modular Bldg.)	4	\$48.50	\$194.00
PCS - Senior Kitchen	4	\$48.50	\$194.00
PCS - Pan American Center	4	\$135.00	\$540.00
Public Works - Administration	4	\$48.50	\$194.00
Public Works - WWTP	4	\$48.50	\$194.00
Airport	4	\$48.50	\$194.00
Fire Department - Station #6	4	\$48.50	\$194.00
Fire Department - Station #7	4	\$48.50	\$194.00
PCS - Youth Services	4	\$48.50	\$194.00
City Yard - Front Offices	4	\$48.50	\$194.00
PCS - Bergon Center	4	\$48.50	\$194.00
PCS - John Wells Youth Center	4	\$250.00	\$1000.00
Intermodal Facility	4	\$48.50	\$194.00
Police Department	6	\$645.00	\$3870.00
RDA Front Offices	4	\$48.50	\$194.00

2. Hourly charge for repair work or new installation \$ 45.00
3. Please indicate the average per cent (%) of markup for wholesale parts/material you will provide for City repair work projects. \$ 25%

CITY OF MADERA
H. V. A. C. MAINTENANCE AGREEMENT
RFP NO. 201516-02
CURRENT AGENCY OR BUSINESS REFERENCES

Must have references from five governmental agencies or other similar accounts for which bidder currently provides H.V.A.C. maintenance services.

1. AGENCY/COMPANY NAME: Merced County Action Agency PHONE NO.: 209-381-5290
ADDRESS: PO Box 2085 Merced, CA 95344
CONTACT PERSON: Barrell 209-671-2802
DATE SERVICES STARTED: March 2010

SUMMARY OF SERVICES PROVIDED: Hvac, Equipment Repair,
Equipment Change out, Service and Repair

2. AGENCY/COMPANY NAME: H+H Properties PHONE NO.: 408-295-0356
ADDRESS: PO Box 547 San Jose, CA, 95106
CONTACT PERSON: Fred Honore
DATE SERVICES STARTED: April 1996

SUMMARY OF SERVICES PROVIDED: Hvac, Equipment Repair
Equipment Change out, Service and Repair,
Preventive maintenance.

3. AGENCY/COMPANY NAME: Clendenin Bros PHONE NO: 209-383-9367
ADDRESS: PO Box 1342 Marcell, CA 95341
CONTACT PERSON: Tom Clendenin
DATE SERVICES STARTED: December 1998

SUMMARY OF SERVICES PROVIDED: Commercial Refrigeration,
Hvac, Equipment Repair, Equipment Change Out
Service and Repair.

4. AGENCY/COMPANY NAME: Recold, Inc. PHONE NO: 909-517-1877
ADDRESS: 1221 South G Street Perris, CA 92570
CONTACT PERSON: Randy
DATE SERVICES STARTED: May 2002

SUMMARY OF SERVICES PROVIDED: Commercial Refrigeration,
Hvac, Equipment Repair, Equipment Change Out,
Service and Repair.

5. AGENCY/COMPANY NAME: Grower Direct⁹⁸ PHONE NO: 209-383-4890
ADDRESS: 2288 Geer RD Hughson, CA 95326
CONTACT PERSON: Ron Martella
DATE SERVICES STARTED: 2006

SUMMARY OF SERVICES PROVIDED: Commercial Refrigeration,
Hvac, Equipment Repair, Equipment Change Out,
Service and Repair, preventive Maintenance.

Insurance Requirements for Contractors without Construction Risks

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

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

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

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

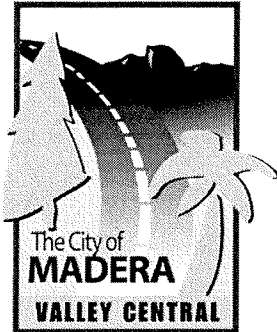
Verification of Coverage

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

Subcontractors

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

Report to City Council

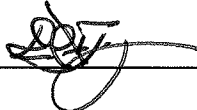


Council Meeting of October 21, 2015
Agenda Item Number B-10

Approved by:



Department Director



City Administrator

Consideration of a Resolution Approving an Amendment to the Agreement with ADP for Affordable Care Act Services

RECOMMENDATION

Staff recommends Council adopt the resolution approving an amendment to the existing agreement with ADP to include Affordable Care Act services and authorizing the Mayor to execute the agreement.

HISTORY

The City has an existing agreement with ADP for payroll and human resources software. The software will continue to be used until the new Tyler Munis system is fully implemented.

The Affordable Care Act (ACA) places new reporting requirements on employers for 2015. These requirements include filing specific forms for each employee who meets the ACA definition of a full time employee.

SITUATION

The City will be required to file the appropriate IRS forms for the 2015 reporting year showing whether appropriate coverage was offered and/or taken in compliance with the requirements of the ACA. Staff estimates that forms will need to be completed on approximately 260 individuals.

The City's current payroll and human resources software provider has an interim ACA reporting solution they are referring to as "ACA Lite" for 2015 reporting. This first iteration is a lite version because the reporting regulations have been in flux and only recently finalized by the IRS. The software will allow import of data from our existing ADP products and will also allow the City to electronically file the required forms with the IRS.

FISCAL IMPACT

The initial ACA Lite product will include a \$20 set-up fee and a charge of \$1.50 per form filed. The total estimated cost is \$410. Sufficient funds are included in the fiscal year 2015-16 budget to cover the costs of ADP software.

Going forward, the City will have to determine whether the full ACA reporting software is utilized. This will be determined by the implementation schedule and product offerings in the Tyler Munis suite. If the City continues to utilize the ACA software in ADP after the 2015 reporting cycle, it will cost the City \$1.50 per reportable employee per month with an implementation fee of \$570. This will become part of the City's existing agreement for services with ADP, and that agreement can be terminated if it is determined that continued services are no longer needed.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Compliance with governmental reporting regulations is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING AN AMENDMENT TO THE AGREEMENT WITH ADP FOR AFFORDABLE
CARE ACT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT

WHEREAS, the City of Madera currently has an Agreement with ADP for payroll and human resources software; and

WHEREAS, the City is required to comply with reporting requirements of the Affordable Care Act; and

WHEREAS, ADP has a product available that complements the existing payroll and human resources software and provides for meeting the reporting requirements of the Affordable Care Act; and

WHEREAS, an Amendment to the Agreement with ADP has been prepared so that the City will be able to utilize Affordable Care Act Services through ADP.

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 Amendment to the Agreement with ADP for Affordable Care Act services, on file with the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Amendment on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *



Essential ACA Services Statement of Work

Taxpayer Legal Name: City of Madera			
Legal Address: 205 W. 4th Street		City, State, Zip, County: Madera, CA 93637 USA	
Payroll Contact: Wendy Silva		Executive Contact: David Tooley	
Phone: 559-661-5481	Email: wsilva@cityofmadera.com	Phone: 559-661-5402	Email: dtooley@cityofmadera.com

A. Historical ACA Hours Data Conversion: Need depends on actual ADP Payroll Start Date

*Historical Hours will allow Workforce Now to calculate 'ACA Benefit Status'. Without system calculation, client can code employees as 'Part Time' or 'Full Time'. Options below vary based on the extent of history the client wishes to bring over.

Option 1: Client does not need or already has hours history in Workforce Now

Check here if client does not need options 2, 3, 4 or 5 below; If not checked, please select ONLY one of the 4 options listed below

Option 2: ACA Historical Hours Import: When client elects to upload up to 12 months of hours history themselves

Client Elects: No Charge

Option 3: ACA Historical Hours Import*: When up to 18 months of hours history is required.

Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor

Client Elects: \$1,000 Conversion Fee [SCN: 4Z F00302]

Option 4: ACA Historical Hours Import*: When up to 36 months of hours history is required

Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor

Client Elects: \$1,500 Conversion Fee [SCN: 4Z F00301]

Option 5: Full Check History Conversion*: When importing up to 4 years' worth of history is needed

Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor

Client Elects: \$2,600 Conversion Fee [SCN: 4Z F00300]

*For Options 3, 4 or 5, Letter Agreement Required AND must provide prior vendor name. Note here:

B. Medical Benefit Plan and Historical Data Support: Need depends on actual Benefits Module Start Date and Medical Plan Year

Option 1: Client does not need; Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module

Check here if client does not need options 2 OR 3 below; If not checked, please select options 2 and/or 3 listed below

Option 2: Current Medical Plan Creation: Required only for migrating HR Profile (PCPW), HR eXpert (Pay eXpert) and Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR and Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits. Includes: Creation of Current Plan, Enrollment and Dependent History going back to beginning of current calendar year

Client Elects: \$500 Conversion Fee [SCN: 4Z F00064]

Option 3: ACA Employee Load: Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year

Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year

Client Elects: \$500 Conversion Fee [SCN: 4Z F00063]

C. Self Funded / Self Insured Plan Support

Option 1: Client does not have a Self Funded/ Self Insured Medical Plan OR already has an ACA Approved Benefits Module prior to 1/1/15

Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of 1/1/15

Option 2: ACA Dependent Load: Required only if Self Funded/Self Insured plans AND client is implementing an ADP Benefits Module mid-calendar year

Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year

Client Elects: \$500 Conversion Fee [SCN: 4Z F00065]

D. Lite ACA Year 1 Assistance

Option: Lite Essential ACA: Client will be responsible for all data entry of required information for 1094/1095C forms into Lite Essential ACA solution

Client Elects: One time charge of \$20 Base fee and \$1.50 per form filed [SCN: F01902]

Current Platform: Workforce Now

The following Terms & Conditions apply only if client selects Option 3, 4 or 5 in Section A above.

Terms and Conditions: Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the Statement of Work ("SOW") as set on the effective date shall not change, but any changes or additions to the SOW shall be subject to price changes in the normal course of business, at ADP's discretion.

Upon completion of the services under this SOW, Client will immediately notify ADP if the services and deliverables outlined in this SOW have not been satisfactorily delivered. Services, including any deliverable, provided under this SOW will be deemed accepted by Client unless Client notifies ADP within 10 business days of the date of completion of such services.

In the event that Client terminates this SOW or the Agreement and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP within 5 days of receipt of invoice.

This SOW is an addendum to the Major Accounts Agreement or similar agreement for the provision of services by ADP executed by the parties and is incorporated by reference as if fully set forth herein. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this SOW shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this SOW.

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with up to 999. Valid through 9/25/2015.

ADP Sales Associate:	Date:	Client Authorization:	Date:
----------------------	-------	-----------------------	-------

Investment Summary

City of Madera
205 W 4th Street
Madera, CA 93637-3588
United States

Today's Date: **10/13/2015**
Quote Number: **02-2015-1114162.1**

Executive Contact
David Tooley
City Administrator
dtooly@cityofmadera.com
559-661-5400

ADP Sales Associate
Porfirio Navarro
porfirio.navarro@adp.com
(559) 241-9762

Control # 1 : Quote based on an estimated 300 pays, paid Bi-Weekly

One Time Implementation Cost:	\$1,500.00
Discount:	\$930.00
Implementation Cost:	\$570.00

Expiration Date: **11/27/2015**

SALES ORDER

City of Madera
 205 W 4th Street
 Madera, CA 93637-3588
 United States

Today's Date: 10/13/2015
 Quote Number: 02-2015-1114162.1

Control Start Date:

Executive Contact
David Tooley
 City Administrator
 dtooly@cityofmadera.com
 559-661-5400

ADP Sales Associate
Porfirio Navarro
 porfirio.navarro@adp.com
 (559) 241-9762

Number of Employees for Payroll processing : 300 on control: City of Madera

Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Essential ACA	300			\$1.50	\$450.00	\$5,400.00
Annual 1094c/1095c Filing		Evidence of Benefit Offering Screens & Reporting				
*See ACA Services Statement of Work for a full detail of additional work and cost that may apply						

Sub Total					\$450.00	\$5,400.00
------------------	--	--	--	--	-----------------	-------------------

Invoice Details	Unit Fees
-----------------	-----------

Implementation Fees	Count	One Time Fee
Implementation for Essential ACA	1	\$570.00

Sub Total		\$570.00
------------------	--	-----------------

Summary

Annual Total of Monthly Fees	\$5,400.00
Total One-Time Fees (Total of all one-time fees)	\$570.00

Start Date Type	Start Date	Goal
HR	12/23/2015	10 weeks

Contact Type	Contact	Phone
HR	Wendy Silva	559-661-5481
Payroll	Wendy Silva	559-661-5481
Executive	David Tooley	559-661-5400
Client Security Master	Wendy Silva	559-661-5481
Primary	Wendy Silva	559-661-5481

Control Summary

Control Name	Company Code	Pays
Control 1 City of Madera	AG3	300

Client agrees to direct debit of fees for service: Yes
Expiration Date: 11/27/2015

THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.

ADP, LLC

Client:

By: _____

By: _____

Name: _____

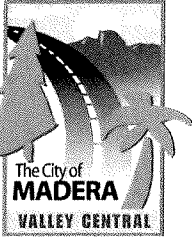
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO CITY COUNCIL

[Return to Agenda](#)

Approved by:

Donia Alvarez
Department Director

[Signature]
City Administrator

Council Meeting of: 10/21/15

Agenda Number: C-1

SUBJECT: Consideration of a Resolution in Support of Locating the California High Speed Rail Heavy Maintenance Facility in Madera County

RECOMMENDATION: Staff recommends that the City Council consider the adoption of the resolution presented in support of locating the High Speed Rail Heavy Maintenance Facility in Madera County.

DISCUSSION: Consistent with Council direction given at the October 7, 2015 Council meeting, staff is presenting a resolution stating its support of locating the California High Speed Rail Heavy Maintenance Facility in Madera County. The Madera County Board of Supervisors recently adopted a similar resolution. The City Council now wishes to join the County in its efforts to promote Madera County as a viable location for consideration of a heavy maintenance facility within the County.

FINANCIAL IMPACT: There is no impact to the General Fund for this specific action.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: This action supports the core Vision area of Good Jobs and Economic Opportunity.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, IN SUPPORT OF LOCATING THE CALIFORNIA HIGH SPEED RAIL
HEAVY MAINTENANCE FACILITY IN MADERA COUNTY**

WHEREAS, the City of Madera joins the County of Madera in support of locating the California High Speed Rail Maintenance Facility in Madera County; and,

WHEREAS, the County of Madera is in the center of the State and represents the backbone of the California High Speed Rail project, bearing the placement of the wye and the most track miles of any county in the initial operating segment; and,

WHEREAS, the stated policy goal of the California High Speed Rail Authority (CHSRA) is to provide benefit to those communities who are accommodating the system and Madera County is the only County who has yet to be designated any facility in the system; and,

WHEREAS, locating the Heavy Maintenance Facility (HMF) in Madera County would serve as a much needed stimulus to the struggling local economy and create an estimated 20,000 jobs for the next five years, create approximately 1,500 permanent jobs when the facility is completed, generate additional property taxes for the County, and would provide the most measurable economic benefit to offset the loss of important agricultural land and employment opportunities; and,

WHEREAS, a HMF placed in Madera County would serve the labor markets of the largest labor forces in the San Joaquin Valley including Fresno, Madera, Merced, and Stanislaus Counties, making Madera County the only regional site under consideration and providing the CHSRA with the largest number of local employees to staff the HMF.

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

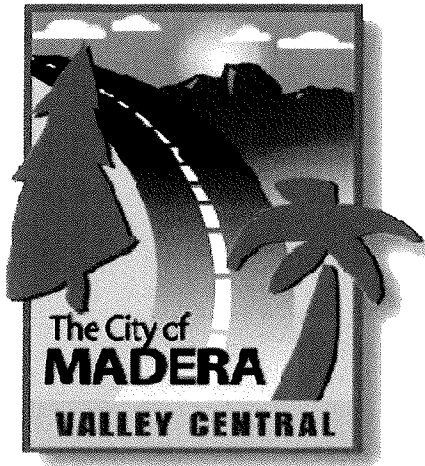
1. The City Council of the City of Madera joins Madera County in support of the location of the HMF for the California High Speed Rail System within the County of Madera.
2. The City Council of the City of Madera respectfully request the CHSRA mandate that a site in Madera County, whether existing or an alternative, that meets the criteria as described in the technical memoranda developed by the CHSRA, meets the delivery schedule, and is cost competitive, be given priority and placed in Madera County.
3. The City Council directs that a copy of this resolution shall be forwarded to the CHSRA for consideration when evaluating the alternatives for the HMF.

* * * * *


REPORT TO CITY COUNCIL

MEETING DATE: October 21, 2015

AGENDA ITEM NUMBER: E-1



Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Weekly Water Conservation Reports

RECOMMENDATION:

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

SUMMARY/ DISCUSSION:

The attached weekly reports for October 5th – October 11th are being presented to the Council in order to keep everyone informed of ongoing efforts and resulting reductions in residential consumption. The report for the following week will be distributed via email. The information is intended to illustrate:

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

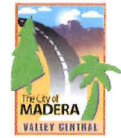
FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

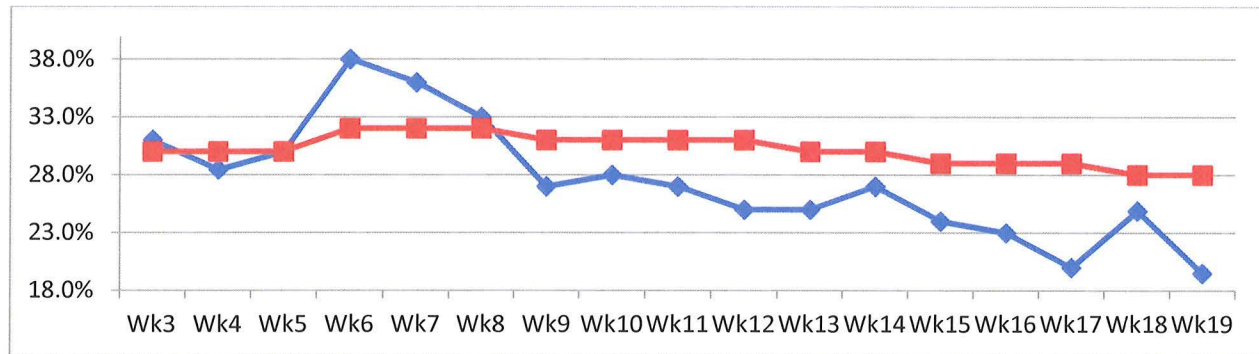
City of Madera



Weekly Water Conservation Report #19 October 5 – October 11, 2015

Week's Conservation Avg. 19.5%	Today's High 78° 10 day forecast Avg. High 88°
October Conservation Avg. 22.2%	Week's Avg. High 81° from 2013 Avg. High

General Water Conservation News: This past week's water conservation was down by 3% from the previous week, and 8% below the 28% water conservation goal. On a cumulative basis we have still averaged 29% overall since June when the State's 28% mandate began.



Public Service Requests:

Approximate 63 calls were received this week reporting water wasting (not leak calls)

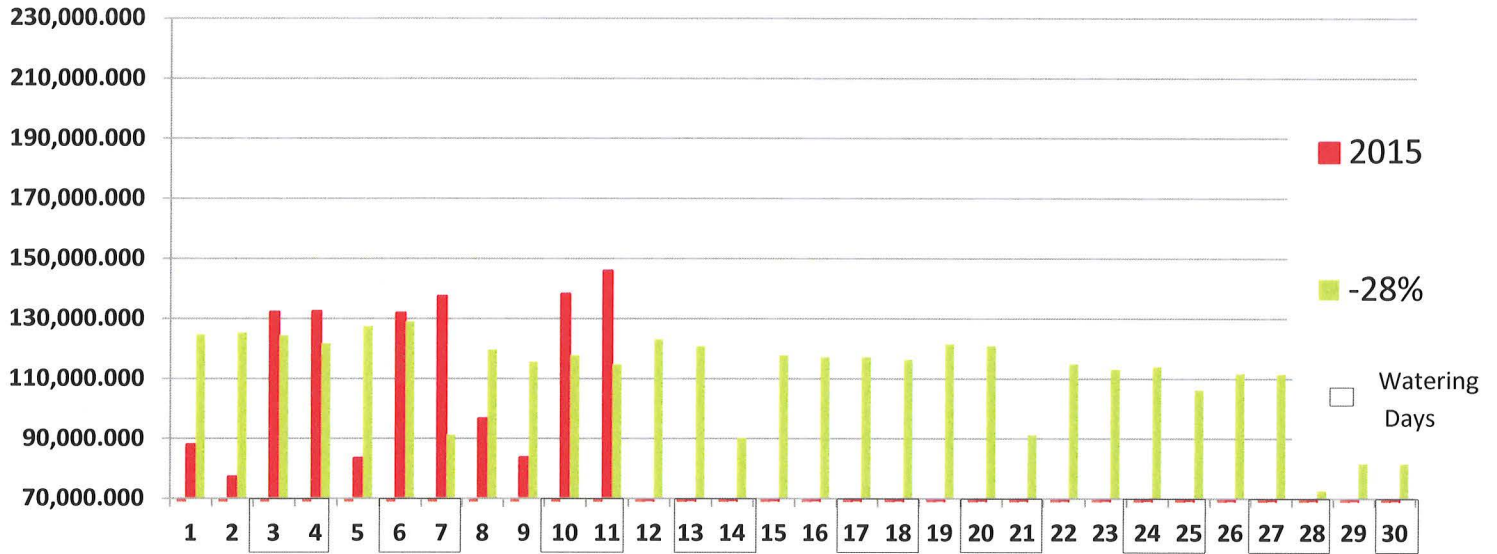
- 6 Calls were received regarding water and City facilities
- 6 Leaks were reported:
 - 4 repaired in less than 3 business days of being reported (No underground excavation)
 - 2 repaired within 3 business days of being reported
 - 0 repaired within 4 business days of being reported
 - 0 repaired within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

An estimated 25 calls were received this week requesting information regarding water issues. There were 9 customer inquiries regarding consumption which resulted in leak discovery at 8 properties. Internal evaluations resulted in repairs of meters at 9 properties. We received 1 toilet replacement rebate applications, 1 dishwasher replacement application, and 2 applications for Turf Replacement rebates.

Water Conservation team activities:

- 150 Contacts with the Public to educate and provide advice (Swap Meet twice)
- 0 Verbal warnings issued
- 74 Citations issued:
 - 69 1st offenses (\$75)
 - 5 2nd offenses (\$250)
 - 0 3rd or more offense (\$500)

Current Water Production in October Compared to 28% Goal



**Adjusted to align days of week*