



**A MEETING OF THE CITY COUNCIL OF THE
CITY OF PARLIER**

"SPECIAL MEETING"

DATE: THURSDAY, June 28, 2018
TIME: 3:00 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA 93648

CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman Noe Rodriguez, Councilman Trinidad Pimental, City Clerk Dorothy Garza.

Flag Salute: Mayor Alma M. Beltran

ADDITIONS/DELETIONS TO THE AGENDA:

PRESENTATIONS/INFORMATIONAL: None

CONSENT CALENDAR:

1. Council to consider approving and waiving all rental fees for the use of the City owned lights at Cesar Chavez Elementary for football practice. They will be using the lights from 6 PM to 8:30 PM starting July 14, 2018 through November 12, 2018.
2. Council to consider extending the use of Veterans Park for Cal Ripken baseball/softball from July 2018 through August 30, 2018 and continue to waive all rental fees.

ADMINISTRATIVE REPORTS:

POLICE DEPARTMENT:

3. **SUBJECT:** FCEOC Head Start Lease Agreement.

RECOMMENDATION: Staff recommends Council approve the Fresno County EOC Head Start five (5) year lease agreement at 745 Tulare Street, commencing on July 01, 2018. Upon execution of this Agreement, all prior Agreements between City of Parlier and Fresno EOC Head Start terminate effective November 30, 2018.

ADMINISTRATON DEPARTMENT:

4. **SUBJECT:** Resolution requesting County Elections Department to conduct election, requesting consolidation of election, and determining payment of actual elections statement charges.

RECOMMENDATION: Staff recommends council approve **Resolution 2018-37**, Regarding Ordering an Election, Requesting Consolidation of Election and Determining Payment for Candidates Statements, and for Appointment to Office if No One or Only One Person is Nominated.

5. **SUBJECT:** Award of Contract for City Heritage Park, RRM Project Number 1159-01-RC17.

RECOMMENDATION: Staff recommends the City Council adopt **Resolution 2018-38**, awarding the contract for only the Base Bid for City Heritage Park, RRM Project Number 1159-01-RC17, to American Paving Co., a California Corporation in the amount of \$2,823,400.00, not accept any Add Alternatives, Authorize the City Manager to sign the Agreement on behalf of the City, and authorize Staff to work with the contractor to value engineer the construction costs to find possible savings for the Park.

BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:

CITY MANAGER:

CITY ATTORNEY

CITY COUNCIL

ADJOURNMENT:

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



AGENDA ITEM: 1

MEETING DATE: 6/27/18

DEPARTMENT: RECREATION

REPORT TO CITY COUNCIL

SUBJECT:

Request for considering the approval of allowing the Parlier Panther Youth Football to utilize the field lights located at Cesar Chavez School for a football practice beginning July 14, 2018 through November 12, 2018.

RECOMMENDATION:

Staff recommends the City Council consider allowing Parlier Panther Youth Football to utilize the field lights at Cesar Chavez School for the youth football practice. They would like to use the field from 6PM through 8:30PM on July 14, 2018 through November 12, 2018 with a request for any fees to be waived.

BACKGROUND:

Parlier Panther Youth Football is a program that allows some of the participating youth to stay active. Ensures they keep grades in good standing. Also Parlier Panther Youth Football gives the youth a fun opportunity to participate in this sport.

Prepared By:

Virginia Medina
Account Technician III

Approved By:

Samuel Escobar
City Manager



Recreation & Community Services Department

1100 E. Parlier Avenue * Parlier, California 93648 * (559) 646-3546 ext. 223 FAX (559) 646-8221

PARK REQUESTED: ☐ Richard Flores Field ☐ Earl Ruth Park
OR ☐ Veterans Memorial Park ☒ CESAR CHAVEZ (LIGHTS)
LIGHTS- CESAR CHAVEZ

1. Applicant/Contact Person: Eddie Ochoa Parlier Panther Youth Football
2. Telephone No: 559-393-0265
3. Address: 8847 Smyrna Ave Parlier CA 93648
4. Type of Event: Practice for Parlier Panther Youth
5. Date Requested: 7-14-18 through 11-12-18 Hours: 6pm to 8pm

Rental Fee is \$35.00 an hour \$35.00 x N/A hr. (s) = _____

6. List any type of entertainment that will be provided: _____

7. Will electricity be required: yes no Hours: _____ to _____

*Electricity rate is charged at \$25.00 an hour \$25.00 x _____ hr. (s) = _____

Insurance: Provide copy of your homeowners/liability insurance insuring the City of Parlier for your event or any other insurance agency releasing all liability to the City of Parlier.

CONSUMPTION OR POSSESSION OF ALCOHOLIC BEVERAGES IS PROHIBITED PER
CITY ORDINANCE #84-06, SECTION 12.08.040

NOTE: NO VEHICLES ON GRASS AREA/SIDEWALK OR WILL BE TOWED

Eddie Ochoa
Applicant/Responsible Party

5-24-18
Date

Angela Greath
Recreation Department-

5-23-18
Date

☒ FEE WAIVER REQUESTED ☒

FOR OFFICE USE ONLY

FEES:

Deposit Fee: \$35.00

Deposit Paid on: _____ Received By: _____

Deposit Fee: \$35.00 (100.23101)

Hourly Fee: _____ (100.45200)

Electricity Fee: _____ (100.45200)

Payments Received:

Date: _____ Amount: _____ Received By: _____

TOTAL FEES: _____

Calculated by: _____

Date: _____ Amount: _____ Received By: _____

Date: _____ Amount: _____ Received By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gagliardi Insurance Services, Inc.
109 S. 13th St. #117B
Philadelphia, PA 19107
License#: 809840

CONTACT NAME:	
PHONE (A/C, No. Ext.)	FAX (A/C, No.)
(408) 414-8100	(408) 414-8199
E-MAIL ADDRESS: sales@gsportsinsurance.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: New York Marine & General Ins.	NAIC# 16608
INSURER B: Starr Indemnity & Liability Co	38318
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **Parlier Panther Youth Football**
8847 S Smryna Ave
Parlier, CA 93648
559-393-0665

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	MODE INSD	ISUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PK201700010209	7/19/2017	7/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Anyone person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG Participant Legal Lim \$ 2,000,000 Participant Legal Lim \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK201700010209	7/19/2017	7/19/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			BAP 600000	7/19/2017	7/19/2018	Limit \$100K AD&D \$25K DED \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of coverage.

CERTIFICATE HOLDER

Parlier Panthers Youth Football
8847 S. Smryna Ave.
Parlier, CA 93648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM:

#2

MEETING DATE:

6/28/2018

DEPARTMENT:

Recreation Dept.

REPORT TO CITY COUNCIL

SUBJECT:

Requesting an extension of the use of Veterans Memorial Park on behalf of Jose Escoto for baseball and softball for the youth in the Parlier community from July 2018 through August 30, 2018.

RECOMMENDATION:

Staff recommends the council to consider the approval of the use of Veterans Memorial Park with a park fee waiver from July 2018 through August 30 2018. The park will be utilized Monday through Fridays from 3PM to 10PM. As well as Saturdays for games. There is also a request for an electricity fee waiver for the same referenced dates from 7PM-10PM.

BACKGROUND:

This is an organization will be new to our community in Parlier. This will be a sport that many would like to join and don't really have much of an option to join. It will bring a new extra-curricular activity for both boys and girls to look forward to. This will be keeping them busy with something positive to do with their time. There has been a huge interest from the residents in creating a new baseball organization, and they would appreciate any support to make this work for the youth of our community.

Prepared By:

Approved By:

Virginia Medina
Acct. Tech. III

Samuel Escobar
City Manager



STAFF REPORT

DATE: June 27, 2018

TO: PARLIER CITY COUNCIL

FROM: Jose V. Garza, Chief of Police

SUBJECT: FCEOC Head Start lease agreement

RECOMMENDATION: Staff recommends Council to approve the Fresno County EOC Head Start five (5) lease Agreement at 745 Tulare Street, commencing on July 1, 2018. Upon execution of this Agreement, all prior Agreements between City of Parlier and Fresno EOC Head Start terminate effective November 30, 2018.

BACKGROUND: Fresno County EOC Head Start Day Care program has leased 8770 S Mendocino from the City of Parlier for over thirty years, prior to relocating the Parlier Police Department to the same building. Due to the safety concerns of the children attending the Day Care at the same building with the Parlier Police Department, Council approved relocating the Day Care to the Civic Center at 745 Tulare Street. The extension will allow Head Start to have a smooth transition to the new location without affecting enrollment.

BUDGET IMPACT: No impact to the general fund

Prepared By:

Jose V. Garza
Chief of Police

Approved By:

Sam Escobar
City Manager

LEASE AGREEMENT

THIS LEASE, made and entered into this _____ day of _____, _____ by and between City of Parlier located at 1100 Parlier Avenue, Parlier, California hereinafter referred to as LESSOR and FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION HEAD START (dba) Fresno Economic Opportunities Commission Head Start, located at 1920 Mariposa Mall, Suite 200, Fresno, California 93721, hereinafter referred to as Fresno EOC Head Start or LESSEE.

WITNESS TO

In consideration of mutual covenants contained herein, the City of Parlier, does hereby lease to Fresno EOC Head Start the PREMISES described more particular below, belonging to LESSOR upon the following terms and conditions which are hereby mutually agreed to by the parties hereto.

1. PROPERTY LEASED

The LESSOR leases to Fresno EOC Head Start and Fresno EOC Head Start leases from the LESSOR the real property located at 745 Tulare Street ("PREMISES"):

- A. Classroom
- B. Playground Space
- C. Restrooms
- D. Parking

2. USE AND CONDITION OF PREMISES

- A. The PREMISES are leased to the LESSEE for the purposes of conducting classes for preschool children under the Head Start-Preschool Program. LESSEE shall not use, or permit said PREMISES, or any part thereof, to be used for any other purpose.
- B. LESSOR and LESSEE mutually agree that there are no environmental hazards on said PREMISES.
- C. LESSEE agrees in using leased PREMISES: Not to commit any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any other tenant or any occupant of nearby property. Further, LESSEE shall be subject to reasonable rules and regulations LESSOR may issue from time to time.
- D. Building Security measures will be taken to reduce the likelihood of unauthorized entry into the PREMISES and are the sole responsibility of LESSEE. Alarm systems

may be installed upon advance approval of the LESSOR. LESSEE shall be responsible for maintaining alarm system and securing alarm when tripped.

- E. LESSOR covenants with LESSEE that upon LESSEE's entry into said PREMISES and its performance of each of the terms of the Agreement, on its part to be performed, LESSEE shall have full freedom and use of said PREMISES in accordance with the terms hereof and quietly enjoy the same without lawful claim on the part of any person, firm or entity, except as set forth herein this Agreement.

LESSOR acknowledges the rights of privacy of the students, parents, and teachers at this site.

3. **FRESNO EOC HEAD START RESPONSIBILITIES**

- A. To provide all necessary alterations and renovations to the above mentioned property to qualify it for licensing by the State of California according to the Head Start Performance Standards as a Head Start Site. Any and all alterations and renovations must be approved by the City Manager, or his/her designee, prior to LESSEE making the alternations and renovations.
- B. Fresno EOC Head Start shall, at its own sole cost, provide a janitor to clean and maintain the area of the PREMISES leased by Fresno EOC Head Start.

- C. To provide for the total operation of Fresno EOC Head Start, including staff, equipment, supplies, services and the administration of the program. Fresno EOC Head Start will be responsible for all costs and services relating to the Head Start-Preschool Program operations.
- D. Install, erect or post, if necessary, appropriate signs indicating Head Start's presence.
- E. Be available to LESSOR'S City Council and City Manager and/or to provide information regarding the Fresno EOC Head Start Program. It is understood that LESSEE has sole direction in the management and operation of the Fresno EOC Head Start Program under Federal Guidelines and this Agreement.

4. **COMPLIANCE WITH THE LAW**

- A. Lessee agrees that it will not use or permit said PREMISES to be used for any unlawful purpose or for any purpose which will injure the reputation of the LESSOR, the PREMISES, or the building of which these PREMISES are a part, nor will he disturb the other tenants of such buildings or neighborhood. LESSEE will, at its own expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements of Federal, State, County and City governments, or other lawful governmental bodies, or any of their departments, bureaus or offices, and will affect all alterations or other requirements exacted, directed or deemed necessary on of account Lessee's use of said PREMISES. LESSEE agrees to pay, at its own cost and expense, all claims, fines, penalties and damages that may in any manner arise out of, or be imposed because of, this Agreement.
- B. LESSOR agrees to cooperate with Fresno EOC Head Start in their efforts to obtain governmental permits and approval for its construction thereof.

5. **TAXES**

LESSOR shall be responsible for any and all property taxes, assessments or bonds levied on said property. Fresno EOC Head Start will complete and file all necessary forms with the County of Fresno Assessors Office to keep Fresno EOC Head Start property from said taxes. Fresno County Economic Opportunities Commission is a Private Non-Profit Corporation under Federal 501 (c) 3 and exempt from said property taxes.

6. **RENT**

Fresno EOC Head Start agrees to pay, and LESSOR agrees to accept as the sum of **Six Hundred Fifty Dollars (\$650.00)**, payable per month, payable the first day of each month. This rate along with LESSEE's federal contract will be assessed by LESSOR biannually and shall be subject to increase based on fair market rates and/or based on the terms of the LESSEE's federal contract.

7. **IN-KIND**

A. The current Value of the PREMISES **is \$28,520.00**. This VALUE consists of all categories, in Exhibit "A". As the LESSOR is leasing said Property to Fresno EOC Head Start at **\$6,500.00** per year, the LESSOR acknowledges that LESSOR is contributing the difference between the two, which is **(\$22,020.00)** per value in a year to the LESSEE as "third party" In-Kind contribution. The LESSOR reserves the right to change the amount of In-kind mentioned in above according to the "notices, rent and modification" paragraphs of said Lease (rent) Agreement.

B. The above-mentioned value consists of:

	<u>Square Footage</u>	<u>Valuation/ Square Ft. Per Month</u>	<u>Number Of Months</u>	<u>Valuation of Space Non-Federal</u>
<u>TYPE</u>				
Classroom				
Kitchen				
Auditorium				
Meeting Room				
Office Space				
Restrooms				
<u>Total Indoor Space</u>				
<u>Other Space:</u>				
Building				
Storage Unit				
Play area				
Yard area				
Parking (Staff & Clients)				
Parking (Bus)				
<u>Total Other Space</u>				
<u>Other In-Kind</u>				
Utilities				
Yard Maintenance				
Janitorial Services				
Supplies				
Transportation				
<u>Total Other In-Kind</u>				
<u>Less Rent</u>				
<u>TOTAL IN-KIND</u>				

8. **UTILITIES**

LESSOR shall pay for water and sewer services supplied to the said PREMISES. LESSEE shall pay a proportionate share of the cost of electricity and gas. The share shall be determined by applying the percent derived by dividing the number of square feet leased by the LESSEE by the total square footage of the building and multiplying this percent times the amount due on each invoice. LESSEE payment of electricity and gas shall be for those months (any days of use during a month shall count as a full month) in which the leased PREMISES are occupied by the LESSEE. LESSEE leased floor space for purpose of calculation of utility cost shall be **Three Thousand Eighty Eight (3,088)** square feet. Telephone service shall be the responsibility of the LESSEE. Fees for solid waste disposal services shall be paid by the LESSEE; if there is more than one LESSEE, fees shall be prorated equally among the LESSEE taking into consideration the number of months per year the LESSEE actively uses the PREMISES.

9. **TERM**

This Agreement shall have a term of **FIVE (5) years**, commencing on **July 1, 2018** with an option to renew the Agreement for another FIVE (5) years with approval of the LESSOR. __Upon execution of this Agreement, all other prior Agreements between the LESSEE and the LESSOR shall terminate effective November 30, 2018.

10. **ALTERATIONS**

- A. Fresno EOC Head Start shall make no alterations or modifications to the property without the prior consent of the City Manager or his/her designee, except as otherwise expressly authorized in this lease or Compliance with the Law or Head Start-Preschool requirements. No alterations will be made to the building interior or exterior initial constructed on the PREMISES, or on the bearing walls, supports, beams or foundations without the written consent of the City Manager or his/her designee.. Consent of LESSOR shall not be withheld without reasonable cause.

- B. If during the term of this lease any additions, alterations or improvements in or to the property, as distinguished from repairs, are required by any governmental authority or any law, ordinance or governmental regulations because of the use to which the property are put by LESSEE and not by reason of the character or structure of the building, shall be made and paid for by the LESSEE.
- C. All installations, additions, improvements and alterations and changes made, with the written consent of the City Manager or his/her designee shall be made at the sole cost and expense of the LESSEE as are any required removals and repairs.

11. **IMPROVEMENTS**

All improvements, including but not limited to playground equipment, office and classroom equipment made to said Property to facilitate the operation of Head Start-Preschool Program shall be purchased by Fresno EOC Head Start and shall remain the property and in the possession of Fresno EOC Head Start, even if they are attached to the property. Excluded from the above mentioned provisions are fencing to a playground and repairs to the Property or improvements made to replace similar existing LESSOR property; these repairs and similar items of replacement, improvements shall become the property of LESSOR. Further, Fresno EOC Head Start shall be responsible for bearing the cost of repairing to original condition less normal wear and tear, any damage to the property caused by the removal of any Fresno EOC Head Start owned improvements from the property. LESSOR shall have no obligation to purchase or provide any improvements to the leased property.

12. **MAINTENANCE**

Maintenance of the property and equipment used by Fresno EOC Head Start shall be the responsibility of Fresno EOC Head Start. Maintenance of that property and equipment not used by Fresno EOC Head Start shall be the responsibility of the LESSOR.

13. **REPAIRS AND REPLACEMENTS:**

- A. All minor repairs and replacement's necessary due to Fresno EOC Head Start usage of said property shall be made and paid for by Fresno EOC Head Start.
- B. LESSOR shall be responsible for:
 - 1. Roof Repairs

2. Major structural failures and
3. Major failures in structure mechanical or electrical systems.
4. Major failures in air conditioning & heating Systems

14. **JANITORIAL SERVICES AND YARD MAINTENANCE**

- A. Fresno EOC Head Start shall, at its own sole cost, provide all janitorial services reasonably necessary, for the space used by Fresno EOC Head Start. All janitorial supplies, and disposable supplies to be used by Fresno EOC Head Start on a daily basis. Fresno EOC Head Start will use an outside janitorial service to provide all other janitorial services to this building and the janitorial service is responsible for their own cleaning supplies, to the satisfaction of the LESSEE.

Fresno EOC Head Start shall not provide janitorial service on the days classes are not in session. Generally, classes are not in session one week during spring recess (March, April), two weeks during winter recess (December, January), on staff training days and during the summer months of June and July. During spring and Winter breaks the janitorial service must perform a deep cleaning in this building and two other times during the year. Fresno EOC Head Start pays for all these services. Fresno EOC Head Start is to commence janitorial services each August, or when the Head Start Program classes resume.

- B. LESSOR shall be responsible for yard/lawn maintenance, reasonably necessary to said property.

15. **LIABILITY INSURANCE**

- A. At Fresno EOC Head Start cost, shall obtain and maintain policies of comprehensive general liability insurance including bodily injury and property damage in an amount of not less than \$1,000,000.00 per each occurrence, for injury or death to persons and \$1,000,000.00 for property damage.
- B. LESSEE agrees to indemnify and hold harmless the LESSOR from and against any damage or injury to any person, or to the property of any person, arising from any damage caused by EOC Head Start-Preschool misuse or neglect of the property or structures thereon. LESSOR shall not be liable and Fresno EOC Head Start shall defend and indemnify LESSOR against all claims of liability, for damage or injury to person or persons, as it relates to the PREMISES that is being leased by the LESSEE, arising or asserted to have arisen directly or indirectly from the operation of the Head Start-Preschool Program, including actual attorney's fees and costs; excluding any damages or injury incurred due to negligence or willful misconduct of LESSOR or its employees, agents or members.

16. **PROPERTY INSURANCE**

Fresno EOC Head Start shall secure, carry and maintain, at all times during the terms of this Agreement, at Fresno EOC's Head Start own cost and expense, property insurance under a policy with limits of no less than \$1,000,000.00 for each person and \$1,000,000.00 for each occurrence for bodily injury and \$1,000,000.00 for property damage.

17. **TERMINATION**

- A. This Agreement may be terminated at the end of any term upon One Hundred and Eighty (180) (six (6) months) days written notice by either party.
- B. If the appropriating governmental agency should for any reasons discontinue funding for a Head Start Program in **West Parlier Community Center** or if circumstances preclude the continuance of the Fresno EOC Head Start Program in the City of **Parlier**, this Agreement shall terminate upon thirty (30) days written notice by Fresno EOC Head Start.

- C. In the event of exercise of a Government eminent domain power or the total or partial destruction of the property, Fresno EOC Head Start and/or Lessor retains the right to terminate this Agreement. Written notification of such action should be submitted to Fresno EOC Head Start or to the LESSOR within thirty (30) days of receipt and termination decision must be returned according to the provisions made in Section 16 (b) above.
- D. If structure is not suitable for use as a Fresno EOC Head Start Program for thirty (30) days or more due to fire, flood or other acts of God; this Agreement may be terminated by either party in accordance with (B) above.
- E. .

18. **MODIFICATION**

The terms and conditions of this Agreement may be modified or changed only by the written mutual consent of both parties.

19. **ASSIGNMENT**

Fresno EOC Head Start shall use the property exclusively for operation of a Head Start Program, and shall not, without LESSOR'S prior written consent, assign this lease or let or sublet the whole or any part of the leased PREMISES. Further, the covenants and conditions of this lease apply to and bind the successors, assignees, and legal representatives of the parties hereto.

20. **NOTICES**

Any notices, approval of communication that either party desires to or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first class mail. Such notices shall be addressed to the other party at the address set forth below.

LESSOR: City of Parlier
1100 E. Parlier Avenue
Parlier, California 93648

LESSEE: Fresno County Economic Opportunities
Commission Head Start
1920 Mariposa Mall, Room 200
Fresno, California 93721

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing if mailed as provided in this paragraph.

21. **CONTINGENCIES**

This Agreement shall be contingent on Fresno EOC Head Start meeting conditions enumerated in Section Three (3, A.) of this Agreement. If for any reason Fresno EOC Head Start is unable to meet these said conditions, this Agreement may be terminated by LESSOR.

22. **LITIGATION OR ARBITRATION**

In the event of any litigation, the prevailing party shall be awarded all attorneys' fees and costs.

IN WITNESS WHEREOF, the Fresno County Economic Opportunities Commission Head Start and the City of Parlier have executed this Agreement as of the ____ day of _____, _____. This Agreement is the only Agreement between Fresno EOC Head

Start and La Colonia Community Center. All prior verbal negotiations or written communications are superseded by this Agreement.

LESSEE: FRESNO COUNTY ECONOMIC LESSOR: CITY OF PARLIER
OPPORTUNITIES COMMISSION _____

By: _____
Signature

By: _____
Signature

(Typed Name & Title)

1920 Mariposa Mall, Room 200
Fresno, California 93721

(Typed Name & Title)

1100 E. Parlier Avenue
Parlier, California 93648-2268

Lease Building-La Colonia



AGENDA ITEM: #4
MEETING DATE: 06/28/2018
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Resolution requesting County Elections Department to conduct election, requesting consolidation of election, and determining payment of actual elections statement charges.

RECOMMENDATION:

Approve attached Resolution 2018-37, Regarding Ordering an Election, Requesting Consolidation of Election and Determining Payment for Candidate's Statements, and for Appointment to Office if No One or Only One Person is Nominated.

BACKGROUND:

Each election year, prior to the election, the County Elections Department may require each city to adopt a resolution ordering the election, requesting the County to conduct the election and to consolidate the election, and determining the payment for candidate statements and for the election in general.

In addition, Elections Code Section 10229 provides that if the number of persons nominated for office is equal to or does not exceed the number of vacancies the governing body may appoint candidates or qualified electors to office without conducting an election.

The following Resolution will meet those requirements.

FISCAL IMPACT:

The Fiscal Impact is \$5,000 -\$7,000 (estimated).

PREPARED BY:

Bertha Augustine
Executive Assistant/Deputy City Clerk

APPROVED BY:

Samuel A. Escobar
City Manager

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER REGARDING ORDERING AN ELECTION, REQUESTING CONSOLIDATION OF ELECTION AND DETERMINING PAYMENT FOR CANDIDATE'S STATEMENTS, AND FOR APPOINTMENT TO OFFICE IF NO ONE OR ONLY ONE PERSON IS NOMINATED

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 5, 2018; and

WHEREAS, the City Council of the City of Parlier has determined that each candidate for elective office who submits a statement to be sent to the voters with the sample ballot shall be charged a sum not greater than the actual prorated cost of printing, handling and translating the candidate's statement, if any incurred by the agency as a result of providing this service.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Parlier hereby orders an election be called and consolidated with any and all elections also called to be held on November 5, 2018 insofar as said elections are to be held in the same territory or in

of Supervisors of the County of Fresno to order such consolidation under Elections Code Section 10401 and 10403.

BE IT FURTHER RESOLVED, that said City Council hereby requests the Board of Supervisors to permit the Fresno County Elections Department to provide any and all services necessary for conducting the election, including publications and agrees to pay for said services, and

BE IT FURTHER RESOLVED, that the Fresno County Elections Department conducts the election at large for the following offices on the November 5, 2018 ballot:

3 Vacancies Mayor/City Council 4-year term To Expire 11/22

BE IT FURTHER RESOLVED, that the candidate shall, if he/she elects to submit a statement to be included with the sample ballot and sent to the registered voters, pay all costs associated with said election statement; *Pursuant to Elections Code Section 13307, the City will accept the County's estimated cost for the candidate's statement. The candidate will pay the County directly for the cost of the candidate statement. The candidate is required to make an estimated pre-payment to the County at the time the candidate files the nomination papers (Amended language italicized); and*

BE IT FURTHER RESOLVED, that if there is the same or an insufficient number of nominees, the City Council of the City of Parlier hereby elects to fill the office by appointment. If any city measure is on the ballot, the election is held regardless; and

BE IT FURTHER RESOLVED, that qualifications of a nominee of an elective officer of the City of Parlier are as follows: "is an elector of, and has resided in this city for thirty (30) days preceding election or appointment to office".

* * * *

The foregoing resolution was approved and adopted at a special meeting of the City Council of the City of Parlier held on the 27th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor of the City of Parlier

ATTEST:

City Clerk/Deputy City Clerk

[00438705]



AGENDA ITEM: #5

MEETING DATE: 6/28/2018

DEPARTMENT: Engineering

REPORT TO CITY COUNCIL

SUBJECT:

Award of Contract for City Heritage Park, RRM Project Number 1159-01-RC17

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2018-____, awarding the contract for only the Base Bid for City Heritage Park, RRM Project Number 1159-01-RC17, to American Paving Co., a California Corporation in the amount of \$2,823,400.00, not accept any Add Alternatives, Authorize the City Manager to sign the Agreement on behalf of the City, and authorize Staff to work with the contractor to value engineer the construction costs to find possible savings for the Park.

BACKGROUND:

The Statewide Park Program in Proposition 84 was a competitive grant program and the City of Parlier was awarded funding of \$2,641,564.00 for Design, Construction Management, City Administration Fees, CEQA, and Construction for the new park. The City of Parlier City Council approved the selection of RRM Design Group as the design consultant in November 2012 and the original agreement was signed in March 2013. Over the next several years, City Staff, the Park Committee and RRM Design Group worked on different alternatives for the park, The City undergrounding PG&E and AT&T lines on the property, and RRM Design Group submitting a Removal Action Workplan (RAW) and working with the Department of Toxic Substances Control (DTSC) to get approval for soil contaminants that were found in the soil. DTSC is still in the process of approving the RAW, but is close to final approval of the RAW. The City and RRM Design Group finalized a design and the Construction Plans were put out to bid.

Bids were received from three contractors on Monday, June 25, 2018. The lowest responsive and responsible bidder was American Paving Co.. in the amount of \$2,823,400.00. and the results were as follow:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
American Paving Co.	\$2,823,400.00
Granite Construction Company	\$2,886,000.00
JT2 Inc. DBA: Todd Companies	\$2,917,000.00
Engineer's Estimate	\$2,208,631.00

Staff has reviewed the base bid submitted by American Paving Co., along with information regarding their previous work experience. Based on the information submitted, Staff has determined American Paving Co.. to be a responsible contractor.

DISCUSSION:

Bids were also received from the three contractors for five Add Alternates to the park if the Base Bids came in lower than anticipated, and the results were as follow:

<u>CONTRACTOR</u>	<u>ADD ALT 1</u>	<u>ADD ALT 2</u>	<u>ADD ALT 3</u>	<u>ADD ALT 4</u>	<u>ADD ALT 5</u>
American Paving	\$75,700.00	\$100,000.00	\$7,000.00	\$13,800.00	\$50,900.00
Granite Construction	\$140,000.00	\$105,000.00	\$10,000.00	\$10,000.00	\$35,000.00
JT2 Inc. (Todd Co.)	\$143,000.00	\$151,000.00	\$12,000.00	\$15,000.00	\$32,000.00
Engineer's Estimate	\$49,292.00	\$76,003.00	\$1,000.00	\$12,029.00	\$10,881.00

Add Alternate 1 – Horseshoe Pit Area

Add Alternate 2 – Shade Pavilion Area

Add Alternate 3 – Play Area

Add Alternate 4 – Additional Site Furnishings

Add Alternate 5 – Soccer Containment Netting

After reviewing the base bids, the base bid for the park came back higher than anticipated and with this, Staff will not recommend adding any Add Alternatives at this time. This is consistent with the recent costs that Staff has seen in working on other projects, and reflective of a construction climate which has seen costs increase to unexpected levels. One of the main items of the higher costs is the uncertainty of the Removal and Relocation of the Hazardous and Contaminated Soil. Staff intends to work with the design team, soils company and contractor to more clearly define the requirements for the contaminated soil. Staff has reviewed the scope of work for the park and believes that there are areas where costs can be cut. Removing improvements is not the primary focus to reduce costs of the project, rather, it is Staff's intention to find lower alternatives for certain aspects of the park without changing the overall aesthetics of the park. Staff intends to work with the contractor to amend some of the planned improvements in order to lower costs more in line with the available funding.

FISCAL IMPACT:

The total estimated project cost for the base bid is approximately \$4,000,000.00, which includes Construction Costs, Contingency, Construction Management, Direct Purchase Items that the City is purchasing and remaining costs associated with the design team. The project was allocated Grant Funding from a Statewide Park Program and the City has also acquired funding through other avenues. The project was allocated \$2,641,564.00 (approximately \$2,100,000.00 still available) from Statewide Park Program, \$720,000.00 from a Housing Related Parks Grant, \$150,000.00 from a Cal-Fire Tree Grant and \$150,000.00 from a Tire Derived Grant. This will leave approximately \$880,000.00 to be funded through the General Fund if costs savings are not found.

ALTERNATIVES:

The City Council can award the project as recommended at the current base bid price, hold off on accepting the base bid for further analysis by Staff, or reject all bids and put the project out for a rebid.

Prepared By:

Approved By:

Philip Romero

Philip Romero, City Engineer
Yamabe & Horn Engineering, Inc.

Samuel Escobar
City Manager

Attachments: Resolution 2018-____

____ Finance Director _____ Attorney _____ City Manager

RESOLUTION NO. 2018- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
AWARDING CONTRACT TO AMERICAN PACING CO., FOR THE
CITY HERITAGE PARK, RRM PROJECT NO. 1159-01-RC17
AND AUTHORIZING CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF
THE CITY**

WHEREAS, the Invitation to Bid for the City Heritage Park, was published in the Reedley Exponent on June 7, 2018; and

WHEREAS, the project will consist of the construction of City Heritage located between Fresno Street, 1st Street, Newmark Avenue and K Street. in the City of Parlier; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Parlier City Hall on June 25, 2018 at 2:00 p.m.:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
American Paving Co.	\$2,823,400.00
Granite Construction Company	\$2,886,000.00
JT2 Inc. DBA: Todd Companies	\$2,917,000.00

WHEREAS, the Engineer's Estimate was \$2,208,631.00.

NOW THEREFORE, IT IS HERBY RESOLVED by the City Council of the City of Parlier as follow:

1. Upon the recommendation of the City Engineer that the City Heritage Park, RRM Project No. 1159-01-RC17, be awarded to: American Paving Co., P.O Box 4348, Fresno, CA 93744 in the amount of Two Million Eight Hundred Twenty-Three Thousand Four Hundred Dollars and No Cents (\$2,823,400.00); and
2. The City Manager is authorized to sign the City's standard form of contract for construction projects, as contained in the bid package on behalf of the City of Parlier.
3. Authorize Staff to work with the contractor to value engineer the construction costs to find possible savings for the Park.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a Special meeting thereof held on the 28th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alma M. Beltran, Mayor

ATTEST:

Bertha Augustine, Deputy City Clerk