REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 15, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: #861 9231 0224. When an agenda item you wish to comment on is discussed, press *9 on your phone to virtually raise your hand. Press *6 to un-mute yourself to speak when the last four digits of your phone number or your name is called. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Vacant, District 5

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters

discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report Madera County Public Health Department)
2. Proclamation Recognizing Old Timers' Week
3. Proclamation Recognizing the 211th Anniversary of the Mexican Independence Day
4. Senator Anna Caballero's 2021 Young Legislators Program

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – 05/17/21

Recommendation: Approve the City Council Minutes of May 17, 2021

B-2 Informational Report on Register of Audited Demands for August 21, 2021 to September 3, 2021

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Assignment of Grant Administrator Classification to the Competitive Service

Recommendation: Waive Further Reading and Adopt an Ordinance Amending Subsection E of §2-2.305 of Title II of the Madera Municipal Code relating to Civil Service and Exceptions to the Competitive Service (Report by Wendy Silva)

B-5 Agreement with Quad Knopf Inc, dba QK for Professional Engineering Services for the Planning and Design of New Automatic Meter Reading (AMR) Water Meters

Recommendation: Adopt a Resolution Approving an Agreement with Quad Knopf Inc, dba QK in the Amount of $281,862 for Professional Engineering Design Services for the Installation of New Automatic Meter Reading (AMR) Water Meters at Various Locations, City Project No. W-31, W-32, and W-33 (Report by Keith Helmuth)

B-6 Ellis & D Street Subdivision – Use of County Owned Ellis Street Basin

Recommendation: Authorize City Engineer to Sign and Transmit Letter to County of Madera Regarding Use of Ellis Street Basin (Report by Keith Helmuth)

B-7 Airport Access Agreement Renewal with Stephen J. and Nadine Sagouspe

Recommendation: Adopt a Resolution Clarifying Resolution No. 21-109 Regarding Property Description for Airport Access Agreement with Stephen J. and Nadine Sagouspe (Report by Daniel Foss)

B-8 Appointment of Patricia Carreon to the Transit Advisory Board

Recommendation: Adopt a Resolution Appointing Patricia Carreon to Serve as a Member of the City of Madera Transit Board (TAB) (Report by Anthony Forestiere)

B-9 Transfer of Community Development Block Grant (CDBG) Funds form the City's Engineering to the Public Works Department and Approve Amendment to CDBG Subrecipient Agreement with City's Public Works Department

Recommendation: Adopt a Resolution Approving an Amendment to CDBG Subrecipient Agreement with City's Public Works Department, Rescinding Resolution No. 21-14 Approving Subrecipient Agreement for $36,755 with City Engineering Department, and Approving a Transfer of $36,755 in CDBG funds from the Engineering Department to Public Works(Report by Anthony Forestiere)

C. PUBLIC HEARINGS:

C-1 Measure T Annual Expenditure Plan (AEP) for Fiscal Year 2021/22

Recommendation: Adopt a Resolution Approving the Expenditure Budget for the Various Funding Programs in the Measure T AEP for FY 2021/22 and Authorizing Submission of Projects to Madera County Transportation Commission (MCTA) for Adoption (Report by Keith Helmuth)

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

D-1 Second Reading and Adoption of Ordinance Amending the City's Municipal Code Relating to Cannabis and Adoption of Negative Declaration

Recommendation:

1) Waive full reading and Adopt an Ordinance of the City of Madera, California Amending Section 6-5.33 (D) Of Title VI, Chapter 5 of the Madera Municipal Code Relating to Location and Design of Cannabis Businesses [Relative to Lions Town & Country Community Park]

2) Adopt the Negative Declaration the determined that the Proposed Project will not have Significant Adverse Effects on the Environment (Report by Arnoldo Rodriguez)

D-2 Initiation of Proceedings for the Annexation of the Omni Subdivision into Community Facilities District 2005-01

Recommendation:

1) Adopt a Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005-01; and

2) Adopt a Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01 (Report by Gary Conte)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Public Employee Performance Evaluation – Pursuant to Government Code Section §54957(b)(1)
Title: City Clerk

G-2 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation - Pursuant to Government Code §54956.9(d)(2)
1) Workers Compensation: Lynn Hollier – Two (2) Claims

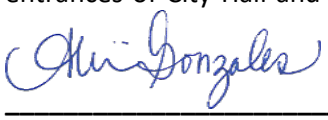
G-3 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representative: Arnoldo Rodriguez
Unrepresented Employee: Director of Parks & Community Services

G-4 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representative: Arnoldo Rodriguez and Wendy Silva
Employee Groups: Mid Management Employee Group and Law Enforcement Mid Management Group

ADJOURNMENT: – Next regular meeting on October 6, 2021

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov .
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for September 15, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on September 9, 2021.



Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	05/17/2021s
Adopted:	09/15/21

Minutes of a Special Meeting of the Madera City Council

May 17, 2021
6:00 p.m.

Council Chambers
City Hall

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 917 0540 9661# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Attended via telephone.)
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Mayor Garcia

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS

MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

PUBLIC COMMENT:
Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.

No Public Comment was submitted. Public Comment was closed.

A. CLOSED SESSION:

A-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6

Agency Designated Representatives:
Arnoldo Rodriguez, Wendy Silva, and Che Johnson

Che Johnson was not present during Closed Session.

Employee Organizations:
General Bargaining Unit/Madera Affiliated City Employees Association
Mid-Management Employee Group
Madera Police Officers' Association
Law Enforcement Mid Management

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 6:04 p.m.

Council returned from closed session at 7:01 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

City Attorney Hilda Cantu Montoy stated there was no reportable action.

ADJOURNMENT: The meeting was adjourned at 7:01 p.m. Next regular meeting May 19, 2021.

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere
Department Director

Arnoldo Rodriguez
City Manager

Council Meeting of: September 15, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 21, 2021 to September 3, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 21, 2021 to September 3, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	30417 – 30566	$1,779,852.03

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$1,156,992.57
SDI	EDD	$5,323.54
CalPERS Payment	CalPERS	$126,770.68

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 and 2021/2022 budgets and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which

each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2020/2021 and 2021/2022 budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT

September 15, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30417	08/26/2021	ENGINEERING	MEAS T - RTP	MOORE TWINING ASSOCIATES, INC	LAB & MATERIAL TESTING, R-10 PH 2 PROJ 10/20	$ 1,378.54
30417	08/26/2021	ENGINEERING	MEAS T - RTP	MOORE TWINING ASSOCIATES, INC	LAB & MATERIAL TESTING, R-10 PH 2 PROJ 11/20	$ 2,212.08
30417	08/26/2021	ENGINEERING	MEAS T - RTP	MOORE TWINING ASSOCIATES, INC	LAB & MATERIAL TESTING, R-10 PH 2 PROJ 12/20	$ 1,231.04
30417	08/26/2021	ENGINEERING	MEAS T - RTP	MOORE TWINING ASSOCIATES, INC	LAB & MATERIAL TESTING, R-10 PH 2 PROJ 01/21	$ 2,038.20
30417	08/26/2021	ENGINEERING	MEAS T - RTP	MOORE TWINING ASSOCIATES, INC	LAB & MATERIAL TESTING, R-10 PH 2 PROJ 02/21	$ 2,937.84
30417	08/26/2021	ENGINEERING	MEAS T - RTP	MOORE TWINING ASSOCIATES, INC	LAB & MATERIAL TESTING, R-10 PH 2 PROJ 03/21	$ 3,012.84
30418	08/26/2021	PD OPS	MEAS K - PD	KER'S GAS & LUBE, INC.	JULY 2021 PD CAR WASHES	$ 273.00
30419	08/26/2021	FINANCE	TRANS - FIXED	SERVICEMASTER BY J&C BROWN	CITY HALL CARPET CLEANING	$ 444.12
30419	08/26/2021	FINANCE	TRANS - DAR	SERVICEMASTER BY J&C BROWN	CITY HALL CARPET CLEANING	$ 444.13
30419	08/26/2021	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 255.70
30419	08/26/2021	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 2,985.48
30419	08/26/2021	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 5,209.34
30419	08/26/2021	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 2,303.91
30419	08/26/2021	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 201.15
30419	08/26/2021	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 475.11
30419	08/26/2021	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 622.97
30419	08/26/2021	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 622.98
30419	08/26/2021	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 201.17
30419	08/26/2021	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 201.17
30419	08/26/2021	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 402.31
30419	08/26/2021	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 191.42
30419	08/26/2021	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 745.42
30419	08/26/2021	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	AUGUST 2021 JANITORIAL SERVICE	$ 3,949.61
30419	08/26/2021	PARKS ADMIN	RECREATION	SERVICEMASTER BY J&C BROWN	DISPENSERS AT YOUTH CENTER	$ 210.00
30420	08/26/2021	PD OPS	PD OPS	HARRY D. WILSON INC.	TIRE FOR 2014 HONDA #6601	$ 321.30
30421	08/26/2021	PD OPS	PD OPS	KELLOM, JOEL	PER DIEM DRE FIELD CERTIFICATION	$ 183.00
30422	08/26/2021	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - VARELA	$ 37.89
30423	08/26/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO CITY ATTORNEY	$ 14.57
30423	08/26/2021	ENGINEERING	MEAS T - RTP	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING - ENG	$ 6.77
30424	08/26/2021	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES JULY 2021	$ 3,875.00
30425	08/26/2021	AIRPORT OPS	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING GROUP	CAT-11 AIRPORT MNGMNT SUPPORT FEE AUG	$ 490.00
30426	08/26/2021	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS JULY 2021	$ 472.48
30426	08/26/2021	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS JULY 2021	$ 431.39
30426	08/26/2021	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS JULY 2021	$ 401.51
30426	08/26/2021	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS JULY 2021	$ 562.12
30427	08/26/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CDF 07/16/21 - 07/31/21	$ 762.66
30427	08/26/2021	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	DIESEL FUEL - CDF	$ 2,707.94

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30427	08/26/2021	PURCHASING	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 40.73
30427	08/26/2021	PURCHASING	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 318.14
30427	08/26/2021	PURCHASING	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 78.39
30427	08/26/2021	PURCHASING	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 151.57
30427	08/26/2021	PURCHASING	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 433.69
30427	08/26/2021	PURCHASING	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 223.27
30427	08/26/2021	PURCHASING	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 333.73
30427	08/26/2021	PURCHASING	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 70.80
30427	08/26/2021	PURCHASING	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 154.02
30427	08/26/2021	PURCHASING	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 470.21
30427	08/26/2021	PURCHASING	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 36.62
30427	08/26/2021	PURCHASING	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 2,760.84
30427	08/26/2021	PURCHASING	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 1,540.32
30427	08/26/2021	PURCHASING	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 690.72
30427	08/26/2021	PURCHASING	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 1,858.81
30427	08/26/2021	PURCHASING	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 2,216.74
30427	08/26/2021	PURCHASING	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 2,016.91
30427	08/26/2021	PURCHASING	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 1,359.74
30427	08/26/2021	PURCHASING	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 505.22
30427	08/26/2021	PURCHASING	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 113.60
30427	08/26/2021	PURCHASING	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 07/16/21 - 07/31/21	$ 6,479.67
30428	08/26/2021	FACILITIES	PD OPS	KARA BALAGNO	ICE MAKER CLEANING - PD	$ 305.69
30429	08/26/2021	HR	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SVC HEALTH & WELFARE BENEFITS	$ 2,757.61
30430	08/26/2021	IS	COMPUTER MAINT	KNOWBE4, INC.	KNOWBE4 RENEWAL	$ 1,716.25
30431	08/26/2021	ENGINEERING	MEAS T - RTP	THE MADERA MAIL DROP	BINDING/PLOTTER PRINTING	$ 154.45
30432	08/26/2021	FINANCE	AIRPORT OPS	AT&T	07/21 SERVICE 831-000-6408-576	$ 589.42
30432	08/26/2021	FINANCE	BUILDING	AT&T	07/21 SERVICE 831-000-6408-576	$ 119.94
30432	08/26/2021	FINANCE	CITY ATTORNEY	AT&T	07/21 SERVICE 831-000-6408-576	$ 39.07
30432	08/26/2021	FINANCE	CITY CLERK	AT&T	07/21 SERVICE 831-000-6408-576	$ 32.90
30432	08/26/2021	FINANCE	CODE ENF	AT&T	07/21 SERVICE 831-000-6408-576	$ 657.28
30432	08/26/2021	FINANCE	COMM & REC	AT&T	07/21 SERVICE 831-000-6408-576	$ 1,836.12
30432	08/26/2021	FINANCE	COMPUTER MAINT	AT&T	07/21 SERVICE 831-000-6408-576	$ 124.05
30432	08/26/2021	FINANCE	ENGINEERING	AT&T	07/21 SERVICE 831-000-6408-576	$ 275.52
30432	08/26/2021	FINANCE	FINANCE	AT&T	07/21 SERVICE 831-000-6408-576	$ 93.90
30432	08/26/2021	FINANCE	FIRE	AT&T	07/21 SERVICE 831-000-6408-576	$ 1,179.53
30432	08/26/2021	FINANCE	GRANT OVERSIGHT	AT&T	07/21 SERVICE 831-000-6408-576	$ 115.14
30432	08/26/2021	FINANCE	HR/RISK MGT	AT&T	07/21 SERVICE 831-000-6408-576	$ 78.13
30432	08/26/2021	FINANCE	PLANNING	AT&T	07/21 SERVICE 831-000-6408-576	$ 100.75
30432	08/26/2021	FINANCE	UB - GARBAGE	AT&T	07/21 SERVICE 831-000-6408-576	$ 228.91
30432	08/26/2021	FINANCE	UB - SEWER	AT&T	07/21 SERVICE 831-000-6408-576	$ 228.92

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30432	08/26/2021	FINANCE	UB - WATER	AT&T	07/21 SERVICE 831-000-6408-576	$ 457.83
30432	08/26/2021	FINANCE	CITY MANAGER	AT&T	07/21 SERVICE 831-000-6408-576	$ 39.07
30432	08/26/2021	FINANCE	PD OPS	AT&T	07/21 SERVICE 831-000-6408-576	$ 657.28
30433	08/26/2021	FINANCE	COMM & REC	AT&T	07/21 CALNET 3 SERVICE 9391026396	$ 188.66
30433	08/26/2021	FINANCE	SR CITIZEN COMM	AT&T	07/21 CALNET 3 SERVICE 9391026398	$ 23.34
30433	08/26/2021	FINANCE	SR CITIZEN COMM	AT&T	07/21 CALNET 3 SERVICE 9391026403	$ 26.20
30433	08/26/2021	FINANCE	PD OPS	AT&T	07/21 CALNET 3 SERVICE 9391026401	$ 23.32
30434	08/26/2021	PD OPS	MEAS K - PD	ARNOLD, JOSIAH	PER DIEM FRESNO-MADERA CHIEF'S EXEC WKSHP	$ 248.50
30435	08/26/2021	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	$ 48.50
30436	08/26/2021	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	CONSTRUCTION PAINT SUPPLIES	$ 109.07
30437	08/26/2021	PD OPS	MEAS K - PD	CHIARAMONTE, GIACHINO	PER DIEM FRESNO-MADERA CHIEF'S EXEC WKSHP	$ 248.50
30438	08/26/2021	PD OPS	PD OPS	COMCAST	08/14/21-09/13/21 SVS 8155500320092096	$ 155.48
30439	08/26/2021	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	JULY 2021 BILLING	$ 2,072.09
30439	08/26/2021	UB - WATER	UB - SEWER	DATAPROSE, LLC	JULY 2021 BILLING	$ 2,072.09
30439	08/26/2021	UB - WATER	UB - WATER	DATAPROSE, LLC	JULY 2021 BILLING	$ 4,144.16
30440	08/26/2021	PW ADMIN	COMPUTER MAINT	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 25.00
30440	08/26/2021	PW ADMIN	FACILITIES MAINT	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 47.50
30440	08/26/2021	PW ADMIN	FLEET MAINT	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 47.50
30440	08/26/2021	PW ADMIN	STREETS	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 50.00
30440	08/26/2021	PW ADMIN	SEWER OPS	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 56.67
30440	08/26/2021	PW ADMIN	SOLID WASTE	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 56.66
30440	08/26/2021	PW ADMIN	TRANS - FIXED	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 20.00
30440	08/26/2021	PW ADMIN	TRANS - DAR	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 20.00
30440	08/26/2021	PW ADMIN	WATER OPS	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 56.67
30440	08/26/2021	PW ADMIN	PURCHASING	DIAMOND COMMUNICATIONS	PW SECURITY ALARM MONITORING SEP-NOV 2021	$ 25.00
30441	08/26/2021	PD OPS	MEAS K - PD	LAWSON, DINO	PER DIEM FRESNO-MADERA CHIEF'S EXEC WKSHP	$ 248.50
30442	08/26/2021	PD OPS	PD OPS	ESTEVES, BRIAN	PER DIEM FRESNO-MADERA CHIEF'S EXEC WKSHP	$ 248.50
30443	08/26/2021	IS	COMPUTER MAINT	ESRI	ESRI SOFTWARE RENEWAL	$ 7,700.00
30444	08/26/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 08/01/21-08/15/21	$ 14,380.00
30445	08/26/2021	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	$ 811.88
30446	08/26/2021	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SVS FOR TAX QTR ENDING 03/31/21	$ 705.11
30447	08/26/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REPLACE REBATE APPLY TO UB ACCT	$ 200.00
30447	08/26/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REPLACE REBATE APPLY TO UB ACCT	$ 200.00
30447	08/26/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	$ 100.00
30447	08/26/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	DISHWASHER REPLACE REBATE APPLY TO UB ACCT	$ 200.00
30447	08/26/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE APPLY TO UB ACCT	$ 50.04
30448	08/26/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/21 UTILITIES ACCT 3404021	$ 60.94
30449	08/26/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/21 UTILITIES ACCT 3404031	$ 83.26
30450	08/26/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	07/21 UTILITIES ACCT 3040441	$ 338.95
30451	08/26/2021	HR	HR/RISK MGT	MADERA TRIBUNE	JOB RECRUITMENT AD - PD	$ 72.20

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30452	08/26/2021	IS	COMPUTER MAINT	MNJ TECHNOLOGIES DIRECT, INC.	MONITORS	$ 2,368.54
30453	08/26/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	07/21 SERVICES 3533032414-2	$ 1,319.89
30453	08/26/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/21 SERVICES 5207933925-6	$ 54.09
30453	08/26/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/21 SERVICES 9787342989-4	$ 103.46
30453	08/26/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/21 SERVICES 1598348280-1	$ 46.49
30453	08/26/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/21 SERVICES 5225647713-5	$ 14.78
30453	08/26/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	07/21 SERVICES 8675479583-8	$ 8.42
30453	08/26/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	07/21 SERVICES 3533032414-2	$ 39,002.18
30453	08/26/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	07/21 SERVICES 6948316261-1	$ 48.36
30453	08/26/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	07/21 SERVICES 1715785853-5	$ 1,476.25
30454	08/26/2021	ENGINEERING	STREETS CAPITAL	AVISON CONSTRUCTION INC	19-20 SB-1 RMRA SEALS & OVERLAYS PROJ R-77	$ 210,844.97
30455	08/26/2021	ENGINEERING	GENERAL CAPITAL	SALEM ENGINEERING GROUP	SOIL SAMPLES & TESTING	$ 2,140.00
30456	08/26/2021	PD OPS	CODE ENF	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	$ 74.50
30456	08/26/2021	PD OPS	GENERAL TRUST	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	$ 152.47
30456	08/26/2021	PD OPS	SUPP LAW ENF	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	$ 326.47
30456	08/26/2021	PD OPS	PD OPS	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	$ 561.28
30457	08/26/2021	FACILITIES	FACILITIES MAINT	PLATT ELECTRIC SUPPLY, INC.	STREET LIGHT FIXTURES	$ 2,497.78
30458	08/26/2021	WWTP	WWTP	POLYDYNE INC.	WWTP DEWATERING POLYMER	$ 6,722.33
30459	08/26/2021	PW ADMIN	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 55.22
30459	08/26/2021	PW ADMIN	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 165.66
30459	08/26/2021	PW ADMIN	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 82.83
30459	08/26/2021	PW ADMIN	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 82.86
30459	08/26/2021	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 165.66
30459	08/26/2021	PW ADMIN	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 82.83
30460	08/26/2021	PD OPS	PD OPS	PROFORCE	SUPPLIES	$ 535.70
30460	08/26/2021	PD OPS	PD OPS	PROFORCE	TASERS, EXTENDED PERFORMANCE MAG	$ 411.35
30461	08/26/2021	PW ADMIN	AIRPORT CAPITAL	REINARD W. BRANDLEY CONSULTING	TOPGRAPHIC SURVEYS FOR AIRFIELD DRAINAGE	$ 13,767.60
30461	08/26/2021	PW ADMIN	AIRPORT CAPITAL	REINARD W. BRANDLEY CONSULTING	PREP FOR PLANS & SPECS-AIRFIELD DRAINAGE	$ 34,413.25
30462	08/26/2021	PW ADMIN	WATER OPS	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL GRADE 2&3	$ 200.00
30463	08/26/2021	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,290.90
30463	08/26/2021	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 103.13
30463	08/26/2021	PURCHASING	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 16.74
30463	08/26/2021	PURCHASING	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,438.34
30463	08/26/2021	PURCHASING	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 492.08
30463	08/26/2021	PURCHASING	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 793.77
30463	08/26/2021	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,111.19
30463	08/26/2021	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 25.66
30463	08/26/2021	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 50.00
30463	08/26/2021	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 144.87
30463	08/26/2021	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 2,774.46

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30463	08/26/2021	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,262.16
30463	08/26/2021	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 24.99
30463	08/26/2021	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 49.48
30463	08/26/2021	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 645.94
30463	08/26/2021	PURCHASING	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 810.04
30463	08/26/2021	PURCHASING	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 179.00
30463	08/26/2021	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,117.14
30463	08/26/2021	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,804.54
30463	08/26/2021	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 48.78
30463	08/26/2021	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,504.46
30463	08/26/2021	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,438.83
30463	08/26/2021	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 77.17
30463	08/26/2021	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 2,876.96
30463	08/26/2021	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 686.06
30463	08/26/2021	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 4,788.00
30463	08/26/2021	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 302.16
30463	08/26/2021	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 783.36
30463	08/26/2021	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 2,133.14
30463	08/26/2021	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 2,456.86
30463	08/26/2021	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 6,614.44
30463	08/26/2021	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 5,317.86
30463	08/26/2021	PURCHASING	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 250.00
30463	08/26/2021	PURCHASING	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 77.17
30463	08/26/2021	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 3,844.43
30463	08/26/2021	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 720.48
30463	08/26/2021	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 2,771.37
30463	08/26/2021	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 99.30
30463	08/26/2021	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 2,090.74
30463	08/26/2021	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 423.26
30463	08/26/2021	PURCHASING	INTERMODAL BLDG	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 256.56
30463	08/26/2021	PURCHASING	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 990.47
30463	08/26/2021	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 2,687.18
30463	08/26/2021	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 452.78
30463	08/26/2021	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,793.89
30463	08/26/2021	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 5,329.44
30463	08/26/2021	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,146.78
30463	08/26/2021	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 853.64
30463	08/26/2021	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,774.00
30463	08/26/2021	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 5,950.95
30463	08/26/2021	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,782.01

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30463	08/26/2021	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 253.09
30463	08/26/2021	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 951.54
30463	08/26/2021	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,108.35
30463	08/26/2021	PURCHASING	SPORTS PROGRAM	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 255.67
30463	08/26/2021	PURCHASING	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,793.13
30463	08/26/2021	PURCHASING	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 392.08
30463	08/26/2021	PURCHASING	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 336.65
30463	08/26/2021	PURCHASING	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 2.15
30463	08/26/2021	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 485.69
30463	08/26/2021	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 2,516.87
30463	08/26/2021	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 101.72
30463	08/26/2021	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,093.66
30463	08/26/2021	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 430.28
30463	08/26/2021	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,429.00
30463	08/26/2021	PURCHASING	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 595.36
30463	08/26/2021	PURCHASING	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 9.29
30463	08/26/2021	PURCHASING	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 595.35
30463	08/26/2021	PURCHASING	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 9.29
30463	08/26/2021	PURCHASING	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,190.73
30463	08/26/2021	PURCHASING	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 18.61
30463	08/26/2021	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 9,321.82
30463	08/26/2021	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 3,617.44
30463	08/26/2021	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 582.15
30463	08/26/2021	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 521.49
30463	08/26/2021	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 18,484.10
30463	08/26/2021	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 4,132.67
30463	08/26/2021	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 60.00
30463	08/26/2021	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 61.66
30463	08/26/2021	PURCHASING	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 550.00
30463	08/26/2021	PURCHASING	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,521.25
30463	08/26/2021	PURCHASING	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 181.09
30463	08/26/2021	PURCHASING	LTF - PARKS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 430.68
30463	08/26/2021	PURCHASING	GENERAL CAPITAL	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 1,856.31
30463	08/26/2021	PURCHASING	GENERAL CAPITAL	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 104.00
30463	08/26/2021	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 472.39
30463	08/26/2021	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,044.16
30463	08/26/2021	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES 20/21	$ 2,265.84
30463	08/26/2021	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	07/21 CALCARD CHARGES	$ 1,376.19
30464	08/26/2021	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (20-12)	$ 3,000.00
30465	08/26/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	CANCELLED PERMIT 20211982 REIMBURSEMENT	$ 212.10

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30465	08/26/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	CANCELLED PERMIT 20211982 REIMBURSEMENT	$ 1.50
30466	08/26/2021	PARKS ADMIN	SPORTS PROGRAM	OTP- PARKS REFUNDS	SPORT CANCELLATION REIMBURSEMENT	$ 60.00
30467	08/26/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
30468	08/26/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC AMPHITHEATER	$ 100.00
30469	08/26/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PICNIC AREA 1	$ 50.00
30470	08/26/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	$ 50.00
30471	08/26/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	$ 50.00
30472	08/26/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	CANCELLED EVENT REIMB - T&C BALL FIELD 4	$ 50.00
30472	08/26/2021	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	CANCELLED EVENT REIMB - T&C BALL FIELD 4	$ 37.50
30473	08/26/2021	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	$ 2.50
30473	08/26/2021	PARKS ADMIN	SPORTS PROGRAM	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	$ 55.00
30474	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 94.97
30475	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 112.84
30476	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 16.13
30477	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 71.13
30478	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 95.15
30479	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 204.12
30480	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 82.68
30481	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 26.34
30482	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 86.59
30483	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 269.31
30484	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 100.17
30485	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 12.10
30486	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 15.02
30487	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 31.46
30488	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 110.34
30489	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 15.51
30490	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 25.26
30491	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 370.61
30492	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 111.61
30493	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 114.33
30494	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 25.86
30495	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 26.64
30496	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 24.29
30497	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 35.27
30498	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 27.43
30499	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 28.21
30500	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 32.13
30501	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 36.83
30502	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 25.86

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30503	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 27.43
30504	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 265.17
30505	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 111.58
30506	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 16.62
30507	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 13.91
30508	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 309.02
30508	08/26/2021	UB - WATER	SEWER FUND	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 107.15
30509	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 201.47
30510	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 46.46
30511	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 169.90
30512	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 134.65
30513	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 124.20
30514	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 151.24
30515	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 13.41
30516	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 31.30
30517	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 26.48
30518	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 93.76
30519	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 26.00
30520	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 31.52
30521	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 136.15
30522	08/26/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 150.00
30523	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 41.19
30524	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 136.92
30525	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 120.98
30526	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 17.83
30527	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 60.78
30528	08/26/2021	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	REFUND OVERPAYMENT ON CLOSED ACCT	$ 57.89
30530	08/31/2021	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$ 1,969.16
30530	08/31/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	$ 2,193.75
30531	08/31/2021	FLEET	FLEET MAINT	HERITAGE-CRYSTAL CLEAN, INC.	PARTS CLEANER SERVICE	$ 903.02
30532	08/31/2021	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	$ 700.00
30533	08/31/2021	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$ 17,834.50
30534	08/31/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 6.96
30535	08/31/2021	FIRE	MEAS K - FIRE	COULTER VENTURES LLC	EXERCISE EQUIPMENT FOR FIRE STATIONS 56 & 57	$ 23,283.24
30536	08/31/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 77.65
30536	08/31/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 298.47
30536	08/31/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 75.31
30536	08/31/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 314.62
30536	08/31/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 109.30
30536	08/31/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 194.46

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30536	08/31/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 113.25
30536	08/31/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 232.82
30536	08/31/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 330.22
30536	08/31/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 44.66
30536	08/31/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 159.17
30536	08/31/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 101.64
30536	08/31/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 361.76
30536	08/31/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 361.64
30536	08/31/2021	PW ADMIN	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 338.64
30536	08/31/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 188.76
30536	08/31/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 82.67
30536	08/31/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 394.03
30536	08/31/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 715.66
30536	08/31/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 2,207.21
30536	08/31/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 3,122.99
30536	08/31/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 536.31
30536	08/31/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 1,453.19
30536	08/31/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 765.92
30536	08/31/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 654.81
30536	08/31/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 1,182.02
30536	08/31/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 1,349.59
30536	08/31/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 1,773.55
30536	08/31/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 1,931.74
30536	08/31/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 1,613.67
30536	08/31/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 1,757.60
30536	08/31/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 1,025.99
30536	08/31/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 974.05
30536	08/31/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 218.08
30536	08/31/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 265.80
30536	08/31/2021	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 123.93
30536	08/31/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 05/16/21-05/31/21	$ 6,546.81
30536	08/31/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 08/01/21-08/15/21	$ 6,981.08
30537	08/31/2021	UB - WATER	WATER FUND	GOMEZ MAXIMINO	UB 9897044 309 N GRANADA CREDIT REFUND	$ 1,381.44
30538	08/31/2021	UB - WATER	WATER FUND	ROSAS MARTHA C OR CITY OF MADERA	UB 6860001 233 HULL AVE DEPOSIT REFUND	$ 96.00
30539	08/31/2021	UB - WATER	WATER FUND	FUENTES JOSUE OR CITY OF MADERA	UB 9925138 2416 SUNSET AVE DEPOSIT REFUND	$ 150.00
30539	08/31/2021	UB - WATER	WATER FUND	FUENTES JOSUE OR CITY OF MADERA	UB 9925138 2416 SUNSET AVE DEPOSIT REFUND	$ 2.30
30540	08/31/2021	UB - WATER	WATER FUND	VICTOR P MOLINARO	UB 9912197 71 ROSEWOOD DEPOSIT REFUND	$ 307.31
30541	08/31/2021	FINANCE	MEAS K - FIRE	AT&T	08/21 CALNET 3 SERVICE 9391068734	$ 47.69
30542	08/31/2021	GRANTS	INTERMODAL BLDG	ARAMARK UNIFORM SERVICES	JANITORIAL CLEANING/MATS - TRANSIT	$ 43.33
30542	08/31/2021	GRANTS	TRANSIT CENTER	ARAMARK UNIFORM SERVICES	JANITORIAL CLEANING/MATS - TRANSIT	$ 43.43

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30543	08/31/2021	ENGINEERING	FAU CMAQ	BSK ASSOCIATES	SAMPLING AND SAMPLE PREPARATION SERVICES	$ 10,874.04
30543	08/31/2021	ENGINEERING	LTF - STREETS	BSK ASSOCIATES	SAMPLING AND SAMPLE PREPARATION SERVICES	$ 2,899.29
30543	08/31/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 315.00
30543	08/31/2021	WWTP	WWTP	BSK ASSOCIATES	GROUNDWATER MONITORING	$ 2,100.00
30544	08/31/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 09/21	$ 207.00
30545	08/31/2021	PW ADMIN	WATER QUALITY	BOTWRIGHT JR., JOHN D.	PER DIEM WATER INFRASTRUCTURE CONFERENCE	$ 210.00
30546	08/31/2021	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	JULY 2021 FINGERPRINTING	$ 160.00
30547	08/31/2021	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING BILLING CAL-TRANS	$ 4,947.18
30548	08/31/2021	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 26.66
30548	08/31/2021	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 8.07
30548	08/31/2021	PURCHASING	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 0.90
30548	08/31/2021	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 101.66
30548	08/31/2021	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 109.98
30548	08/31/2021	PURCHASING	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 14.90
30548	08/31/2021	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 489.96
30548	08/31/2021	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 238.25
30548	08/31/2021	PURCHASING	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 38.20
30548	08/31/2021	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 125.93
30548	08/31/2021	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 466.62
30548	08/31/2021	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 161.55
30548	08/31/2021	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 37.89
30548	08/31/2021	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 37.89
30548	08/31/2021	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 61.16
30548	08/31/2021	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 61.16
30548	08/31/2021	PURCHASING	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 225.04
30548	08/31/2021	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 178.88
30548	08/31/2021	PURCHASING	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 122.32
30548	08/31/2021	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 172.73
30548	08/31/2021	PURCHASING	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 133.98
30548	08/31/2021	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	PD COPIER 07/21	$ 197.45
30548	08/31/2021	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE JULY 2021	$ 747.73
30549	08/31/2021	FINANCE	PD OPS	COMCAST	08/21 SERVICE 8155500320322006	$ 86.13
30550	08/31/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 223.50
30551	08/31/2021	BUILDING	BUILDING	COOK, DANIEL	PER DIEM - CALIFORNIA BUILDING OFFICIALS	$ 151.50
30552	08/31/2021	UB - WATER	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN MAY 2021	$ 37.50
30552	08/31/2021	UB - WATER	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN MAY 2021	$ 37.50
30552	08/31/2021	UB - WATER	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN MAY 2021	$ 75.00
30553	08/31/2021	FIRE	FIRE	DOMINICI CARPET CLEANING SERVICE	CARPET STEAM CLEANING	$ 260.00
30554	08/31/2021	PD OPS	PD OPS	ESTEVES, BRIAN	PER DIEM - COMMAND COLLEGE SESSION #3	$ 408.25
30555	08/31/2021	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 5,908.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
30556	08/31/2021	BUILDING	BUILDING	LIPPINCOTT, JOHN	PER DIEM - CALIFORNIA BUILDING OFFICIALS	$ 151.50
30557	08/31/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	08/21 UTILITIES ACCT 3404021	$ 60.90
30557	08/31/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	08/21 UTILITIES ACCT 3404041	$ 295.33
30557	08/31/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	08/21 UTILITIES ACCT 3040431	$ 76.69
30558	08/31/2021	ENGINEERING	ENGINEERING	MADERA COUNTY RECORDERS OFFICE	19/20 & 20/21 LMD RECORDATING FEES	$ 2,047.00
30559	08/31/2021	PD OPS	CODE ENF	MENDOZA, CLAUDIA	PER DIEM - BASIC CODE ENFORCEMENT OFFICER	$ 363.00
30560	08/31/2021	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	$ 7,519.05
30561	08/31/2021	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION 09/21	$ 61.75
30561	08/31/2021	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 09/21	$ 122.00
30561	08/31/2021	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION 09/21	$ 61.75
30561	08/31/2021	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 09/21	$ 122.00
30562	08/31/2021	ENGINEERING	ENGINEERING	STRATEGIC INSIGHTS, INC.	CIP SOFTWARE RENEWAL TO OCTOBER 2022	$ 750.00
30563	08/31/2021	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	$ 9,791.48
30564	08/31/2021	ENGINEERING	SEWER CAPITAL	VILLA GARDENING SERVICE INC	SS-00012 TREE REMOVAL	$ 3,600.00
30565	08/31/2021	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	$ 8,081.25
30566	08/31/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	$ 50.00
30566	08/31/2021	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	$ 115.00
4	09/02/2021	HR	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	JULY BENEFIT PREMIUMS	$ 864.96
4	09/02/2021	HR	INS/RISK MGT	EMPLOYEE BENEFIT SPECIALISTS, INC.	JULY BENEFIT PREMIUMS	$ 7,012.16
4	09/02/2021	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	JULY BENEFIT PREMIUMS	$ 332,656.50
4	09/02/2021	HR	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	JULY BENEFIT PREMIUMS	$ 864.96
4	09/02/2021	HR	UB - GARBAGE	EMPLOYEE BENEFIT SPECIALISTS, INC.	JULY BENEFIT PREMIUMS	$ 393.72
4	09/02/2021	HR	UB - SEWER	EMPLOYEE BENEFIT SPECIALISTS, INC.	JULY BENEFIT PREMIUMS	$ 393.72
4	09/02/2021	HR	UB - WATER	EMPLOYEE BENEFIT SPECIALISTS, INC.	JULY BENEFIT PREMIUMS	$ 787.44
5	09/02/2021	HR	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	AUGUST BENEFIT PREMIUMS	$ 864.96
5	09/02/2021	HR	INS/RISK MGT	EMPLOYEE BENEFIT SPECIALISTS, INC.	AUGUST BENEFIT PREMIUMS	$ 7,071.86
5	09/02/2021	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	AUGUST BENEFIT PREMIUMS	$ 347,519.34
5	09/02/2021	HR	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	AUGUST BENEFIT PREMIUMS	$ 1,851.85
5	09/02/2021	HR	UB - GARBAGE	EMPLOYEE BENEFIT SPECIALISTS, INC.	AUGUST BENEFIT PREMIUMS	$ 393.72
5	09/02/2021	HR	UB - SEWER	EMPLOYEE BENEFIT SPECIALISTS, INC.	AUGUST BENEFIT PREMIUMS	$ 393.72
5	09/02/2021	HR	UB - WATER	EMPLOYEE BENEFIT SPECIALISTS, INC.	AUGUST BENEFIT PREMIUMS	$ 787.44
6	09/02/2021	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	SEPTEMBER BENEFIT PREMIUMS	$ 349,601.30
				BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL		**$ 1,779,852.03**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

SUMMARY:

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission met August 3, 2021, as well as September 7, 2021, and approved eligibility lists for the following classifications:

- Neighborhood Preservation Specialist I
- Assistant Planner
- Utility Billing Supervisor
- Public Works Maintenance Worker II
- Neighborhood Preservation Supervisor
- Police Corporal
- Public Safety Dispatcher
- Police Officer II (lateral)
- Police Officer Trainee

The following employees began employment with the City since our last report.

Table 1: *New Hires and Re-hires*

Name	*Position*	*Department*	*Status**	*Effective Date*
Alma Lomeli	Accounting Technician II	Finance	FT	7/19/21
Sarah Sarquiz	Administrative Analyst I	Administration	PT	7/19/21
Matt Bullis	Senior Civil Engineer	Engineering	PT	7/20/21
Joanna Corona	Public Safety Dispatcher	Police	FT	8/2/21
Jonathan Gramajo	Assistant Engineer	Engineering	FT	8/2/21
Daniel Medina	Park Aide	Parks & Community Services	PT	8/2/21
Jefferson Holcomb	Combination Building Inspector	Building	FT	8/2/21
Juan Miranda	Program Leader I	Parks & Community Services	PT	8/3/21
Charles Moses	Program Leader I	Parks & Community Services	PT	8/16/21
Reuben Rodriguez	Neighborhood Preservation Specialist I	Police	FT	8/16/21
Benjamin Galindo	Program Leader I	Parks & Community Services	PT	8/24/21

*Status: PT = Part Time, FT = Full Time

The following promotions, transfers, or assignment changes occurred since our last report.

Table 2: *Promotions, Transfers, or Assignment Changes*

Name	*Old Position*	*New Position*	*Effective Date*
David Zunino	Maintenance Technician	Public Works Maintenance Lead Worker	7/17/21
Brent Cederquist	Police Corporal	Police Sergeant	7/31/21
Victoria Garcia	Public Safety Dispatcher	Police Office Supervisor	7/31/21
David Huff	Recreation/Community Programs Supervisor	Program Manager – Grants	8/2/21
Alma Lomeli	Accounting Technician II	Utility Billing Supervisor	8/9/21

Table 2: *Promotions, Transfers, or Assignment Changes, continued*			
Name	*Old Position*	*New Position*	*Effective Date*
Steven Cook	Utility Billing Supervisor (out-of-class assignment)	Accounting Technician III	8/9/21
Alexis Raymundo	Engineering Intern	Assistant Engineer	8/9/21
Anthony Forestiere	Financial Services Manager	Director of Financial Services (out-of-class assignment)	8/9/21
Joseph Hebert	Program Manager – Grants	Grant Administrator (out-of-class assignment)	8/16/21
Michelle Avalos	Grants Specialist	Program Manager – Grants (out-of-class assignment)	8/16/21

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	*Position*	*Department*	*Status**	*Effective Date*
Corinne Long-Folk	Recreation/Community Programs Coordinator	Parks & Community Services	FT	7/16/21
Nicholas Palmer	Parking Enforcement Officer	Police	PT	7/24/21
Randall Williams	Police Sergeant	Police	FT	7/30/21
Joseph Velasquez	Police Officer II	Police	FT	7/31/21
Ivette Iraheta	Grant Administrator	Finance	FT	8/13/21
Alexander Machado	WWTP Operator III	Public Works	FT	8/27/21
Roger Sanchez	Director of Financial Services	Finance	FT	8/31/21

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021

Agenda Number: B-4

SUBJECT:

Assignment of Grant Administrator Classification to the Competitive Service

RECOMMENDATION:

Waive further reading and adopt an ordinance amending subsection E of §2-2.305 of Title II of the Madera Municipal Code relating to Civil Service and Exceptions to the Competitive Service

SUMMARY:

At it's meeting on September 1, 2021, the City Council took initial action to remove the Grant Administrator position from the list of positions exempted from the competitive service by introducing an ordinance to amend the Municipal Code. The requested action is to adopt the ordinance amending the Municipal Code to finalize the procedural steps to effectuate the change.

DISCUSSION:

The Grant Administrator position is currently vacant. Prior to recruiting to fill the position, the City Manager recommended to the City Council (Council), and the Council approved, moving the position from at-will management to mid-management. The process to effectuate this change includes amending the City's Municipal Code to remove the Grant Administrator position from the list of positions exempted from the competitive service. Additionally, as a clean-up item, the amendment also includes updating the job title of City Administrator to City Manager.

Council introduced the proposed ordinance at its meeting on September 1, 2021. Following that introduction, a summary of the ordinance was published in the *Madera Tribune* on Wednesday, September 8, 2021. Adoption of the ordinance is the final step to effectuate the change for the Grant Administrator position from at-will management to mid-management.

FINANCIAL IMPACT:

Council took action at its September 1, 2021, meeting to revise the salary range assignment for the Grant Administrator position, taking into account mid-management compensation elements and benefits. There is no anticipated financial impact in moving the position into the competitive service.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

Council may direct staff to make further adjustments to the list of positions exempted from the competitive service.

ATTACHMENTS:

1. Ordinance amending subsection E of §2-2.305 of Title II of the Madera Municipal Code removing the Grant Administrator from the list of positions exempted from the Competitive Service.

ORDINANCE NO. _____ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING SUBSECTION E OF §2-2.305 OF TITLE II OF THE MADERA MUNICIPAL CODE RELATING TO CIVIL SERVICE AND EXCEPTIONS TO THE COMPETITIVE SERVICE

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

SECTION 1. Subsection E of §2-2.305 of Title II of the Madera Municipal Code is amended to read as follows:

> (E) The City ~~Administrator~~ [Manager], Police Chief, Golf Course Superintendent, Director of Financial Services, City Attorney and attorney subordinates, if any, City Clerk, City Engineer, Director of Community Development, Public Works Operations Director, Director of Parks and Community Services, Planning Manager, Director of Human Resources, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Director of Administrative Services, Chief Building Official, ~~Grant Administrator,~~ Information Services Manager, Communications Manager, and Neighborhood Preservation Manager.

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

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RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021

Agenda Number: B-5

SUBJECT:

Agreement with Quad Knopf Inc, dba QK for Professional Engineering Services for the planning and design of new automatic meter reading (AMR) water meters

RECOMMENDATION:

Adopt a Resolution approving an Agreement with Quad Knopf Inc, dba QK in the Amount of $281,862 for professional engineering design services for the installation of new automatic meter reading (AMR) water meters at various locations, City Project No. W-31, W-32 and W-33 ("Project")

SUMMARY:

The Agreement with QK is for design engineering and investigation services for the installation and/or replacement of existing water services and water meters with new AMR water meters within the City. In short, the agreement with QK calls for assistance in designing the water meters, not the installation of the water meters.

Funding is being provided by City Water Utility Funds and a Integrated Regional Water Management (IRWM) grant.

BACKGROUND:

The State is requiring all municipalities to have all water services metered by 2025. This State requirement is an effort to add water usage accountability and reduce consumption. The vast majority of the City is currently metered; however, some of the more challenging meters remain. This contract covers installing AMR's on:

- Unmetered water services
- Replacement of manual read meters
- Replacement of older AMR water meters

The consultant is required to perform field inspection of existing water services, prepare evaluation reports, prepare a construction scope of work for a future construction contract, provide GIS data for each location, and preparation of final engineering report. The contract also provides that QK will perform construction inspections. City staff will be involved on a day-to-day basis during field inspections. The contract is a conglomeration of the following projects.

- **W-31**, Engineering services for the replacement of existing 3 inch and larger manual read meters with new AMR water meters at commercial and mixed-use residential locations. There are 66 locations identified for this contract. The water service size criteria in this contract is set due to City forces not being well equipped to install larger meters of this size category.
- **W-32**, Engineering services for the installation new AMR water meters at commercial and residential locations where there are no water meters present. These are known as flat rate water services with no existing water meter. There are 583 locations identified for this contract.
- **W-33**, The consultant is to provide engineering services for the replacement of older existing residential AMR water meters. There are 3,225 locations identified. No field inspections are required. The Engineering Execution Program will be used for an eventual construction contract to replace these meters.

The project is summarized in table 1.

Table 1: *Scope of work for professional design services*

Meter type	*Land Use*	*# of meters*
Manual read water meters replacement	Commercial and Mixed Use	66
No water meter present (was never installed)	Commercial & Residential	583
Replacement of older AMR water meter	Residential	3,225

On July 15, 2021, the City released a Request for Proposals for Professional Engineering Services (RFP) for the installation of new AMR. There were six firms showing interest. Two of the firms were QK and Carollo Engineers. On August 13, 2021 the City received a proposal from QK and Carollo Engineers, who had teamed up and provided a single proposal with Carollo Engineers acting in a subconsultant role to QK. No other proposals were received. The QK proposal met the requirements of the RFP and the fee proposal is within the established project budgets.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

Funding for Project Nos. W-31, W-32, and W-33 is included in the FY 2021/22 Capital Projects Budgets from City Water Utility Funds and the IRWM grant

ALTERNATIVES:

Re-advertise the request for proposals, such action will represent a delay of approximately 2-3 months due to the advertisement period, review new proposals, and selecting a consultant.

ATTACHMENTS:

1. Resolution
2. Exhibit A - Agreement

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH QUAD KNOPF, dba QK FOR PROFESSIONAL ENGINEERING SERVICES FOR CITY OF MADERA AMR WATER METER PROJECTS W-31, W-32 AND W-33 IN THE AMOUNT OF $281,862

WHEREAS, funding for design engineering of the installation new AMR water meters ("Project") has been included in the Fiscal Year 2021/22 Capital Projects Budget; and

WHEREAS, engineering services by a professional firm are required for the design engineering of the Project; and

WHEREAS, the City of Madera (City) published a Request for Proposal on the City's website and solicited firms to provide a proposal for the Project; and

WHEREAS, Quad Knopf, dba QK partnered with Carollo Engineers and submitted a single proposal; and

WHEREAS, the City received a single proposal in response to the Request for Proposal; and

WHEREAS, Quad Knopf, dba QK was selected based on their experience and knowledge of the proposed project; and

WHEREAS, Quad Knopf, dba QK proposal was within City's budget.

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

1. The above recitals are true and correct.

2. The Agreement with Quad Knopf, dba QK for professional engineering services in an amount not to exceed $281,862 as approved by the City Engineer for installation of new automatic meter reading (AMR) at unmetered service locations, the replacement of existing manual read meters with new AMR water meters, and replacement of older residential AMR water meters at various locations, City Project Nos. W-31, W-32 and W-33, a copy of which is attached hereto as Exhibit A and referred to as particulars, is approved.

3. This resolution is effective immediately.

EXHIBIT A

AGREEMENT WITH Quad Knopf Inc, dba QK FOR PROFESSIONAL ENGINEERING SERVICES for CITY of MADERA AMR WATER METER PROJECTS W-31, W-32, W-33

This Agreement made and entered into this ( ) day of ( ), 2021, between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY",** and Quad Knopf Inc, dba QK located in (city, state), hereinafter called **"CONSULTANT "**.

W I T N E S S E T H

WHEREAS, CITY plans "City of Madera AMR Water Meter Projects W-31, W-32, W-33" hereinafter called "Project"; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with the design and construction of water main facilities; and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

4. **CITY'S OBLIGATIONS**

The CITY shall provide the CONSULTANT with the following:

a. Provide a Project Manager to work with CONSULTANT.

b. Review all submittals timely.

c. Pay all fees for permits;

d. Available studies, reports, and other data pertinent to CONSLTANT's services; obtain or authorize CONSULTANT to obtain or provided additional reports and data as required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the City or others in performing CONSULTANT'S services under this Agreement.

e. Arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

5. COMPENSATION

The basic fee for the work tasks itemized in EXHIBIT B, "Fee and Hourly Rate Schedule" is $281,862.00 (two hundred eighty-one thousand, eight hundred sixty-two dollars and zero cents.

CITY and CONSULTANT agree on the rates shown in EXHIBIT B, “Hourly Rate Schedule”, and agree that they will remain in effect until the date of expiration of agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT’S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. **PAYMENT:**

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT’S monthly invoices for the work performed specified herein. CONSULTANT’S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant’s invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer’s authority is limited to expenditures not to exceed the amount of $28,186.00 (twenty eight thousand, one hundred eighty-six dollars and zero cents

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit

and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall

submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, it's officers, agents, employees, and volunteers.

- $1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.

Specifications not Limiting

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

required above, the CITY shall be entitled to coverage at the higher limits maintained by CONSULTANT.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

10. <u>OWNERSHIP OF DOCUMENTS</u>:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. <u>TIME OF COMPLETION:</u>

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Schedule:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31st, 2020, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

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

1. An illegal use of funds by CONSULTANT.

2. A failure by CONSULTANT to comply with any material term of this Agreement.

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in

CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of 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.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

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

24. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding

upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA	**CONSULTANT**
Engineering Division	Quad Knopf Inc, dba QK
428 Yosemite Avenue	901 E. Main Street
Madera, CA 93638	Visalia, CA 93292

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

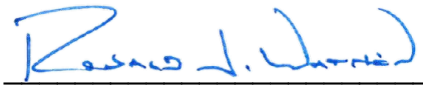
27. THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the Performance of the CONSULTANT's services hereunder.

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

* * * * * * * * * * * *

Quad Knopf Inc, dba QK

By: 
_____
Ronald J. Wathan, PE, President PE #058690

Taxpayer I.D. Number, 94-22228472

CITY OF MADERA

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney, Hilda Cantu Montoy

ATTEST:

By: _____
City Clerk, Alicia Gonzales

EXHIBIT A
Scope of Work

Project Understanding

It is our understanding that the City of Madera has received grant funding to install meters in areas of the City where there currently aren't meters and to replace old meters with AMR (Automatic Meter Reading) technology, based on City Standards. To complete this effort, the City is seeking qualified engineering consultants to assess the existing conditions, summarize findings in a report and provide recommendations, cost estimates, and construction documents that can be used for soliciting bids from contractors for the installation of the new meters and related improvements.

To most effectively complete this project, QK is teaming with Carollo Engineers for this project. We feel our combined experience on water metering projects, our familiarity with the IRWM (Integrated Regional Water Management) program, and our combined programmatic approach make us the ideal fit for this project.

Project Approach

Our team's approach to the scope of services will be begin with a kickoff meeting with City staff to ensure our understanding of the scope, schedule, and City expectations are met during the duration of the project. QK's main role in the project will be to perform the field services which include taking photos, recording condition and size of meters, services, fittings, and meter boxes. Our field staff will be equipped with tablets, using Headlight software, and will accompany City staff to record physical address, field notes, photos, and GIS coordinates of each service connection. This information will then be processed by QK's GIS staff to create maps, tables, and summaries necessary to be incorporated into the report and cost estimates to be completed by Carollo.

Carollo will provide the engineering report, including figures, tables, and text to describe the findings and summarize the improvements needed to bring the entire system to City Standards for meter installations. The report will also include recommendations and detail drawings for any exceptions or special cases where existing conditions require a variance from the City Standards, including cost estimates for construction.

QK will provide regular weekly updates to the City regarding progress of data collection and will coordinate site visits and observations with City field staff. This team effort between QK and Carollo allows a greater level of combined experience and quality control for the City as all deliverables will go through both team members QA/QC process in order to meet the City's needs for the project.

This proposed scope of work and project deliverables is further described below.

Scope of Work

CONSULTANT will provide the following services to support the PROJECT.

TASK 1.0 PROJECT MANAGEMENT

As part of this task, CONSULTANT's project manager shall direct and coordinate the efforts of the project team members, including subconsultants, to deliver the PROJECT within the contracted scope, schedule, and budget. The level of effort for this task is based on an estimated project duration of 4 months (From October 2021 to January 2022).

Subtask 1.1 Project Management and Administration

CONSULTANT shall provide general project administration and management for the duration of the PROJECT. CONSULTANT shall coordinate work effort, conduct project communication with the Project team and City staff, and prepare monthly invoices with progress report letters.

Subtask 1.2 Weekly Progress Meetings

The project team will conduct weekly progress meetings with City staff to discuss project progress, data collection, specific work efforts, project scope and budget status. The progress meetings are assumed to be conducted using virtual technology with the CITY's project manager and other CITY-specified staff, as appropriate.
Items to be incorporated into the weekly progress meetings shall include

1. Discuss general progress, data collection, budget status, and overall project scope status.
2. List of the past week's inspections and the condition of the service locations. This information will be incorporated into the draft and Final Report
3. The draft scope of work to install new AMR water meters to City Standards. This information will be incorporated into the Final Report
4. A draft scope of work to install new AMR water meters at locations with special circumstances. This information will be incorporated into the Final Report
5. A two week look ahead schedule of inspection locations. This schedule will be used by the City staff to schedule city inspection where special circumstances are known.
6. The CONSULTANT shall document key decisions in a meeting summary within 1 week after the meeting.

Subtask 1.3 Kick-off Meeting

The project team shall prepare for and attend a 2-hour kick-off meeting with City staff. As part of this task, meeting agenda, presentation materials, handouts and a meeting summary shall be prepared by CONSULTANT staff and delivered in electronic format. The kick-off meeting may be conducted face to face or using virtual technology to accommodate safety precautions.

Subtask 1.4 Quality Management

CONSULTANT's quality management team shall perform an independent review of major deliverables (report sections and TMs) before submittal to the CITY. This includes both a technical review (for soundness of logic and justification of conclusions reached) and a readability review (for clarity, organization, grammar, spelling, etc.).

Task 1.0 Deliverables

- Monthly progress report and invoice.
- Kick-off meeting with agenda, meeting materials, and meeting summary.
- Weekly progress meeting summaries.
- Inspection schedule accessible online by City staff.

Task 1.0 Assumptions

- Initial project duration of 4 months (From October 2021 – To January 2022).
- Meetings will be attended virtually for remote staff.
- City's project manager to identify point of contacts within Public Works and the Engineering Department for coordinating field activities.

TASK 2.0 MANUAL READ METER REPLACEMENTS (W-31) 3-INCHES AND GREATER

This task describes the activities for the inspection and evaluation for up to sixty-six (66) 3-inch and greater manual meters to be replaced with new AMR water meters per City of Madera Standard Drawings and Specifications. The addresses and locations of these meters are provided as AttachmentW-31.1 to this Scope of Work.

Subtask 2.1 Inspection Schedule, Notifications and Coordination

CONSULTANT shall develop an inspection schedule for the W-31 field activities and provide City staff online access to the schedule using Microsoft SharePoint (or similar). CONSULTANT shall manage and maintain the schedule to serve as notification to City staff of the inspection locations and dates. As required, CONSULTANT shall coordinate field activities with the City's designated Public Works and Engineering Department representatives.

CONSULTANT shall draft a template document for property owner notifications and submit to the City's project manager for review and approval. Once approved by the City, the document template will be completed and used to notify property owners of the field investigation activities. A copy of the notifications will also be provided to the City. For the purposes of developing a preliminary level of effort, to be reviewed by the City during the contract negotiations phase, door-hanger or similar type of notifications Shall be used.. Property owner notification shall be delivered to each location at least 24 hours prior to inspection. No notifications are required if inspections are in public right of way, City owned property, or any municipally owned property. The CONSULTANT shall prepare Property owner notifications only at locations where the CONSULTANT'S inspectors will need access to private property.

Subtask 2.2 Field Inspections

CONSULTANT shall conduct a visual inspection of each of the 66 existing meter locations and document the following:

a) service size connected to the meter,
b) size and type of existing meter and valve(s) connected to the service,
c) special circumstances that need to be included in the construction documents for installing the replacement meter,
d) a digital photo of the existing meter location.
e) Evaluate the condition of the existing water service
f) Determine what necessary AMR installation scope of work is required to install a new AMR water meter to City of Madera Standards
g) All manual read meters are currently accessible to city staff for reading.

CONSULTANT shall include the visual inspection results of the items noted above in the interim reports described in the subtask to follow. The level of effort for this task assumes twenty location inspections per day (3-4 field days).

The City of Madera shall have City staff available throughout the field inspection period. The CONSULTANT (per a mutually agreed to field inspection schedule) shall perform the field inspection for 8-hour days, 5 days a week until the field inspections are completed.

City staff will only be present for field inspections at locations where special circumstances are known to be present or are uncovered during the field inspection period.

During the field inspections, if it becomes necessary for City staff to be present due to situations where City input is needed for unforeseen inspection conditions,, the CONSULTANT shall immediately notify City staff and provide electronic photos or video of the condition to assist the CONSULTANT in making a decision at special circumstance locations. In the event City staff will need to physically inspect the location, City staff will accompany the CONSULTANT at that location.

Subtask 2.3 Interim Reporting

CONSULTANT shall develop, in collaboration with the City's project manager, the content outline, format, and reporting frequency for providing interim updates on the inspection and evaluation progress. For the purposes of developing a preliminary level of effort, to be reviewed by the City during the contract negotiations phase, weekly interim reports have been assumed to coincide with the weekly progress meetings. The report content is assumed to include a list of the meters to be inspected in the upcoming week and special circumstances identified regarding the meters inspected the week prior. The level of effort for this task assumes 2 weekly interim reports.

Subtask 2.4 Evaluation of Special Circumstances

Using record information provided by the City for underground water service piping, service connections, and information discernable through visual field inspection, CONSULTANT shall evaluate the following special circumstances to indicate

which locations will require additions or adjustments to the Standard Drawings and Specifications for the construction of the new or replacement meter installations.

a) Locations where a single meter is serving two different uses, two or more separate lots, or service separate residences or customers on the same lot.
b) Locations where there are multiple meters serving the same lot or business. If possible, identify the type of meter in use (i.e. fire service vs. domestic).
c) Identify locations with looped systems.

CONSULTANT shall provide the City notice, 5 working days in advance, for the field investigation of cross lot and multiple service lot locations. City staff are to be present for the field investigations of these locations. Service shut-offs, if necessary to determine which customers are connected to a meter or service line, will be conducted only by City personnel.

CONSULTANT shall prepare preliminary layout sketches for each special circumstance location with sufficient detail for developing planning-level construction cost estimates to be provided in the subtask to follow. The level of effort for this subtask assumes 10 locations involve special circumstances.

Subtask 2.5 Construction Cost Estimate

CONSULTANT shall develop Class V planning-level cost estimates for each inspected location and special circumstance to receive a new or replacement water meter. The level of effort for this subtask assumes 10 locations involve special circumstances.

Subtask 2.6 Engineering Report

CONSULTANT shall prepare an Engineering Report documenting the results of the field investigations, special circumstance evaluations, and associated construction cost estimate. CONSULTANT shall provide the draft Report to the City's project manager in both PDF and MSWord formats for distribution to the review team. The schedule assumes a 3-week review period for receiving all City review comments. After receiving the comments from the City's review team, CONSULTANT shall prepare and submit a comment-response log documenting the City's comments and CONSULTANT's responses to those comments. After approval of the comment-response log from the City, CONSULTANT will prepare and submit the Final Report in PDF format.

The consultant shall prepare a Water Meter Evaluation & New Installation Final Report for the City of Madera Engineering Division for Category W-31 and W-32. The report shall include the following (at a minimum):

1. Title Page and Table of Contents
2. Area (or aerial) map of the locations. Prepare a separate map for each category. The aerial map provided in this RFP can be used and modified for the report.
3. A detailed description of the findings from the field investigation (size, location, condition, etc.). The detailed description shall be broken down in the three (3) categories above (W-31, W-32, W-33). Where the findings are similar or identical at numerous locations, these locations can be grouped together under one description in the report.
4. The report shall also group and break out separately:
    a. Cross lot locations where a single water service is serving multiple residences or locations with different uses (e.g. commercial and residential on same property
    b. Locations where multiple water services are serving the same property. In some cases the onsite water distribution lines may be looped systems.
5. A description of the action needed for all locations that new AMR water meters are going to be installed. This will be used as a basis (if not a complete) statement of work for the construction contract. The City of Madera Standard Drawings and Specification shall be used as a basis. Where the water meter installation

is similar or identical at numerous locations, the report can group these locations together under a single description.

6. The report shall include appendices (or attachments) that include documentation of the field survey for each location. Digital photographs shall be included.
7. The report shall also include:
    a. A spreadsheet that includes APN (Assessors Parcel Number), address, meter size, Latitude/Longitude, type of meter box (traffic rated?).
    b. A GIS map of all locations.
8. The report shall be submitted to the City of Madera Engineering Division in PDF electronic format. Supporting documents shall be including in their original format (e.g. spreadsheet, GIS, Word, etc.)

Task 2.0 Deliverables

- Inspection schedule accessible online by City staff.
- Property owner notification template
- Up to 10 sketches of special construction circumstances
- Up to 2 weekly interim reports
- Planning-level (class V) construction cost estimate
- Draft Engineering Report
- Comment-response Log
- Final Engineering Report

Task 2.0 Assumptions

- Meters less than 3-inches are not covered within this scope.
- There are 66 manual read meter locations to be replaced.
- City's project manager to identify point of contacts within Public Works and the Engineering Department for coordinating field activities.
- Interim reports will be submitted in conjunction with the weekly progress meetings described in Task 1, Project Management.
- Property owner notifications will be delivered the same day as the field investigation activities.
- No water turn-offs are needed for the field investigations.
- Meter boxes shall be clear of all dirt, debris, and/or water or shall be cleaned out by others prior to field staff inspections.
- Construction cost estimate for 56 standard meter replacements and 10 special circumstances
- All City's review comments will be provided together for a single iteration between draft and final to incorporate comments.

TASK 3.0 NEW AMR METERS ON UNMETERED SERVICES (W-32)

This task describes the activities for the inspection and evaluation for up to 583 unmetered service locations to receive new AMR water meters per City of Madera Standard Drawings and Specifications. The addresses and locations of these unmetered services are provided as Attachments W-32.1, W-32.2, W-32.3 and W-32.4 to the Request for Proposals and are included herein by reference. The unmetered service locations consist of:

a) 313 single lot locations
b) 60 cross-lot locations
c) 122 landscape district services
d) 83 shared landscape maintenance locations

Subtask 3.1 Inspection Schedule, Notifications and Coordination

CONSULTANT shall develop an inspection schedule for the W-32 field activities and provide City staff online access to the schedule using Microsoft SharePoint (or similar). CONSULTANT shall manage and maintain the schedule to serve as

notification to City staff of the inspection locations and dates. As required, CONSULTANT shall coordinate field activities with the City's designated Public Works and Engineering Department representatives.
CONSULTANT shall draft a template document for property owner notifications and submit to the City's project manager for review and approval. Once approved by the City, the document template will be completed and used to notify property owners of the field investigation activities. A copy of the notifications will also be provided to the City. For the purposes of developing a preliminary level of effort, to be reviewed by the City during the contract negotiations phase, door-hanger or similar type of notifications delivered the same day as the field investigation is assumed. Schedule updates for inspections shall be provided in a consistent recurring format to facilitate timely updates of the online data.

Subtask 3.2 Field Inspections

CONSULTANT shall conduct a visual inspection of each of the 583 service locations and document the following:

a) if discernable from visual inspection: the service size and type of existing piping and valve(s) connected to the service,
b) special circumstances that need to be included in the construction documents for installing the replacement meter,
c) digital photos of the existing service locations where the meters are anticipated to be installed.
d) Evaluate the condition of the existing water service
e) Determine what necessary AMR installation scope of work is required to install a new AMR water meter to City of Madera Standards

CONSULTANT shall include the visual inspection results of the items noted above in the interim reports described in the subtask to follow. The level of effort for this task assumes and average of fifteen location inspections per day for the 313 single lot locations (20 field days) and ten location inspections per day for the remaining 270 special locations (27 field days).
The City of Madera shall have City staff available throughout the field inspection period. The CONSULTANT (per a mutually agreed to field inspection schedule) shall perform the field inspection for 8-hour days, 5 days a week until the field inspections are completed.

City staff will only be present for field inspections at locations where special circumstances are known to be present or are uncovered during the field inspection period.

During the field inspections, if it becomes necessary for City staff to be present due to situations where City input is needed for unforeseen inspection conditions,, the CONSULTANT shall immediately notify City staff and provide electronic photos or video of the condition to assist the CONSULTANT in making a decision at special circumstance locations. In the event City staff will need to physically inspect the location, City staff will accompany the CONSULTANT at that location.

Subtask 3.3 Interim Reporting

CONSULTANT shall develop, in collaboration with the City's project manager, the content outline, format, and reporting frequency for providing interim updates on the inspection and evaluation progress. For the purposes of developing a preliminary level of effort, to be reviewed by the City during the contract negotiations phase, weekly interim reports have been assumed to coincide with the weekly progress meetings. The report content is assumed to include a list of the meters to be inspected in the upcoming week and special circumstances identified regarding the meters inspected the week prior. The level of effort for this task assumes up to 6 weekly interim reports.

Subtask 3.4 Evaluation of Special Circumstances

Using record information provided by the City for underground water service piping, service connections, and information discernable through visual field inspection, CONSULTANT shall evaluate the following special circumstances to indicate which locations will require additions or adjustments to the Standard Drawings and Specifications for the construction of the new meter installations.

a) Locations where a single meter is serving two different uses, two or more separate lots, or service separate residences or customers on the same lot.
b) Locations where there are multiple meters serving the same lot or business. If possible, identify the type of meter in use (i.e. fire service vs. domestic).
c) Identify locations with looped systems.

CONSULTANT shall provide the City notice, 5 working days in advance, for the field investigation of cross lot and multiple service lot locations. City staff are to be present for the field investigations of these locations. Service shut-offs, if necessary to determine which customers are connected to a meter or service line, will only be conducted only by City personnel.

CONSULTANT shall prepare preliminary layout sketches for each special circumstance location with sufficient detail for developing planning-level construction cost estimates to be provided in the subtask to follow. The level of effort for this subtask assumes 270 locations involve special circumstances.

Subtask 3.5 Construction Cost Estimate

CONSULTANT shall develop Class V planning-level cost estimates for each inspected location and special circumstance to receive a new water meter. The level of effort for this subtask assumes 270 locations involve special circumstances and the remaining 313 to be standard meter installations.

Subtask 3.6 Engineering Report

CONSULTANT shall prepare an Engineering Report documenting the results of the field investigations, special circumstance evaluations, and associated construction cost estimate. CONSULTANT shall provide the draft Report to the City's project manager in both PDF and MSWord formats for distribution to the review team. The schedule assumes a 3-week review period for receiving all City review comments. After receiving the comments from the City's review team, CONSULTANT shall prepare and submit a comment-response log documenting the City's comments and CONSULTANT's responses to those comments. After approval of the comment-response log from the City, CONSULTANT will prepare and submit the Final Report in PDF format.

Final Engineering Report, W-31 and W-32 only

The consultant shall prepare a Water Meter Evaluation & New Installation Final Report for the City of Madera Engineering Division for Category W-31 and W-32. The report shall include the following (at a minimum):

1. Title Page and Table of Contents
2. Area (or aerial) map of the locations. Prepare a separate map for each category. The aerial map provided in this RFP can be used and modified for the report.
3. A detailed description of the findings from the field investigation (size, location, condition, etc.). The detailed description shall be broken down in the three (3) categories above (W-31, W-32, W-33). Where the findings are similar or identical at numerous locations, these locations can be grouped together under one description in the report.
4. The report shall also group and break out separately:
    a. Cross lot locations where a single water service is serving multiple residences or locations with different uses (e.g. commercial and residential on same property

   b. Locations where multiple water services are serving the same property. In some cases the onsite water distribution lines may be looped systems.
5. A description of the action needed for all locations that new AMR water meters are going to be installed. This will be used as a basis (if not a complete) statement of work for the construction contract. The City of Madera Standard Drawings and Specification shall be used as a basis. Where the water meter installation is similar or identical at numerous locations, the report can group these locations together under a single description.
6. The report shall include appendices (or attachments) that include documentation of the field survey for each location. Digital photographs shall be included.
7. The report shall also include:
   a. A spreadsheet that includes APN (Assessor's Parcel Number), address, meter size, Latitude/Longitude, type of meter box (traffic rated?).
   b. A GIS map of all locations.
8. The report shall be submitted to the City of Madera Engineering Division in PDF electronic format. Supporting documents shall be including in their original format (e.g. spreadsheet, GIS, Word, etc.)

Subtask 3.7 Pothole Allowance

The level of effort for this task assumes up to 60 potholes, each at depths less than 10 feet, shall be conducted on existing buried service piping.

Task 3.0 Deliverables

- Inspection schedule accessible online by City staff.
- Property owner notification template
- Up to 270 sketches of special construction circumstances
- Up to 6 weekly interim reports
- Planning-level (class V) construction cost estimate
- Draft Engineering Report
- Comment-response Log
- Final Engineering Report

Task 3.0 Assumptions

- There are 313 standard single lot services and 270 special circumstance services to receive new AMR meters.
- City's project manager to identify point of contacts within Public Works and the Engineering Department for coordinating field activities.
- Interim reports will be submitted in conjunction with the weekly progress meetings described in Task 1, Project Management.
- Property owner notifications will be delivered the same day as the field investigation activities.
- Water turn-offs, if necessary, will be conducted only by City personnel.
- Meter boxes shall be clear of all dirt, debris, and/or water or shall be cleaned out by others prior to field staff inspections.
- Construction cost estimate for 313 standard meter replacements and 270 special circumstances
- All City's review comments will be provided together for a single iteration between draft and final to incorporate comments.

TASK 4.0 REPLACEMENT AMR METERS ON DOMESTIC SERVICES (W-33)

This task describes the activities to develop an engineering execution program to replace up to 3,225 existing AMR meters with new AMR water meters per City of Madera Standard Drawings and Specifications. The addresses and

locations of these existing meter locations are provided as Attachment W-33.1 . This list may include commercial, industrial, and city-owned properties in addition to residential services.

Subtask 4.1 Draft Engineering Execution Program Report

CONSULTANT shall prepare a draft Engineering Execution Program Report documenting a replacement strategy for the W-33 type of meter locations. The replacement strategy is to include a schedule for replacements prioritized according to the installation date of the currently installed meters as provided by the City. CONSULTANT shall develop a preliminary schedule for the following execution program activities:

a) conducting field inspections of the meters to be replaced
b) performing analysis of the field inspection results
c) preparing a draft and final engineering report
d) CONSULTANT shall also prepare a planning-level (class V) cost estimate for the standard construction and installation of the W-33 type replacement meters to be included as part of the Engineering Execution Program Report.
e) CONSULTANT shall provide the draft Report to the City's project manager in both PDF and MSWord formats for distribution to the review team. The schedule assumes a 3-week review period for receiving all City review comments.

Subtask 4.2 Final Engineering Execution Program Report

After receiving the comments from the City's review team, CONSULTANT shall prepare and submit a comment-response log documenting the City's comments and CONSULTANT's responses to those comments. After approval of the comment-response log from the City, CONSULTANT will prepare and submit the Final Report in PDF format.

Task 4.0 Deliverables

- Planning-level (class V) construction cost estimate
- Draft Engineering Execution Program Report
- Comment-response Log
- Final Engineering Execution Program Report

Task 4.0 Assumptions

- Meter installation dates provided by the City will be used to prioritize and schedule meter replacements.
- Field inspections are not required for the W-33 type water meters to be replaced.
- The W-33 type meter locations involve standard meter replacement installations and do not involve special circumstances as described in Tasks 2 and 3.
- All City's review comments will be provided together for a single iteration between draft and final to incorporate comments.

TASK 5.0 CONSTRUCTION RELATED SERVICES

This task describes the services to be provided during bidding and construction of the meter improvements.

Subtask 5.1 General Construction Related Services

CONSULTANT will assist the City as requested in reviewing and providing responses to RFIs and related questions during bidding. CONSULTANT may assist the City in the preparation of addenda to the Contract Documents during the bidding period.

CONSULTANT shall review and provide response and technical support to material submittals, RFIs, and Changes Order Requests as requested by the City.

CONSULTANT shall provide up to 6 site visits during construction to observe general progress of the improvements and/or to review special site conditions exposed during construction.

Task 5.0 Deliverables

- Stamped submittal reviews
- Responses to RFIs
- Responses to Change Order Requests
- Construction Observation Reports

Task 5.0 Assumptions

- CITY shall coordinate all correspondence with the Contractor
- CITY shall be responsible for bidding the project and reviewing Contractor's Schedule and Pay Requests.

TASK 6.0 METER ASSET MANAGEMENT AND GIS SERVICES

This task describes the activities to develop a GIS geodatabase to be used by the City of Madera for documenting asset attribute and lifecycle information on existing and future meters.

Subtask 6.1 Develop GIS Database to Support Meter Asset Management

CONSULTANT shall prepare a draft database schema to capture pertinent information for meters existing and to be installed on the City's existing domestic, commercial, and irrigation services for review by the CITY. After receiving the City's approval of the database schema for the attribute fields and data structure, CONSULTANT will use an export of the City's water service and meter data (provided in MS Excel format from the City) to develop a geodatabase, using ESRI's ArcGIS Pro, that shall provide geospatial points and tabular information for the City's water services and meters. Service and meter points will initially be located at or near the centroid of the county parcel that they are associated with.

The following attribute fields are anticipated for the database: assessor's parcel number (APN), parcel address, customer account number or other unique identification code, service type, service size, service pipe material, curb stop location, billing type (i.e., flat rate vs. metered), meter type, meter size, meter model type, meter serial number, meter register number, meter transmitter number, meter installation date, meter location, schedule status. The final list of data fields and acceptable value codes for the fields are to be developed in collaboration with the City.

CONSULTANT shall publish the resulting information to ArcGIS online for review and use by the City and its contractors. The budget for this task includes an allowance of one thousand dollars ($1,000) for up to 10 ArcGIS Online viewer 1-year accounts, if necessary.
If extensive data clean-up is needed for the list of existing water services and meters, such as missing APNs, duplicates, inconsistent formatting of data entries, the level of effort will be discussed with the City and negotiated separately as additional services, if necessary. The need for minor data clean-up is anticipated and included as part of the expected quality review of the data.

Subtask 6.2 Update Online GIS Data During Inspections

CONSULTANT will use the weekly two-week look ahead schedule updates (level of effort assumes schedule to be provided in MS Excel format) associated with Tasks 2 and Tasks 3 to publish weekly updates of the online GIS map representing the completed and upcoming services or meters to be field inspected.

Subtask 6.3 Update Online GIS Data During Construction

CONSULTANT will use monthly construction schedule updates (level of effort assumes schedule to be provided in MS Excel format) to publish monthly updates of the online GIS map representing the completed and upcoming meter installations.

Task 6 Deliverables

- Meter asset management geodatabase schema (in MS Excel format for City's review)

- Meter asset management geodatabase (in ESRI ArcGIS format)
- Meter asset management online map (in ESRI ArcGIS Online format) with up to 10 viewer licenses
- Weekly updates to the online map using inspection schedule updates provided by CONSULTANT
- Monthly updates to the online map using construction schedule updates provided by CITY

Task 6 Assumptions

- City's list of water services and meters is provided in a MS Excel format with each service (metered or unmetered) represented on a single row.
- If extensive data clean-up is needed for the list of water services and meters, such as missing APNs, duplicates, inconsistent formatting of data entries, the level of effort will be discussed with the City and negotiated separately as additional services, if necessary. The need for minor data clean-up is anticipated and included as part of the expected quality review of the data.
- Schedule updates for inspections and construction will be provided in a consistent recurring format to facilitate timely updates of the online data.

GENERAL ASSUMPTIONS

- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to the Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of the CONSULTANT's services hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the CITY's plant(s) and/ or associated processes re operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.
- The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the CONSULTANT's services hereunder, and the CONSULTANT shall be entitled to use and reasonably rely upon all such information and services provided by the CITY or others in performing the CONSULTANT's services under this scope of work.
- The CITY shall arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services hereunder.

EXHIBIT B
FEE AND HOURLY RATE SCHEDULE

Description	Number of Meters	Not-To-Exceed Fee
W-31 (larger than 3")		
Field Investigations	66	$19,533.00
Reporting, Project Management & Support		$32,577.00
W-32		
Field Investigations	578	$74,993.00
Reporting, Project Management & Support		$64,312.00
W-33		
Reporting, Project Management & Support	3,225	$24,236.00
Potholing Allowance		$15,000.00
Construction Related Services		$16,003.00
GIS Meter Asset Management		$35,208.00
Total	***3,869***	***$281,862.00***

Hourly Rate Schedule

The following are the billing rates for the proposed project team members. A copy of QK's and Carollo's current Charge Rate Schedules, including expenses (printing, travel, etc.), are included on the following pages.

Team Member	Labor Classification	Billing Rate
QK		
Garth Pecchenino, PE, PLS	Principal Engineer	$250 / hour
Spencer Supinger, PE, ENV SP	Senior Project Manager	$170 / hour
Greg Thompson, PE, QSD/QSP, CASp	Senior Construction Manager	$170 / hour
Ismail Niazzy, EIT	Assistant Engineer	$115 / hour
Sean Pinkston, EIT	Assistant Engineer	$115 / hour
Kristoffer Law	Senior GIS Analyst	$118 / hour
Carollo Engineers		
Felicia James, PE	Lead Project Professional	$262 / hour
Michelle Eckard, PE	Assistant Professional	$145 / hour
Chris Powell	Lead Project Professional	$262 / hour
Kevin Christensen	Technician	$116 / hour
Eli Weintraub, PE	Professional	$195 / hour

2021 CHARGE RATE SCHEDULE

	Current
TECHNICAL SERVICES	
Project Assistant	$69 / hour
Project Administrator	$92 / hour
Assistant CADD Technician/Designer /GIS Technician	$87 / hour
Associate CADD Technician/Designer /GIS Analyst	$102 / hour
Senior Associate CADD Technician/Designer/ GIS Analyst	$118 / hour
Senior CADD Technician/Designer /GIS Analyst	$133 / hour
Landscape Architect Technician	$102 / hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	$115 / hour
Associate Engineer	$145 / hour
Senior Associate Engineer	$170 / hour
Senior Engineer / City Engineer / District Engineer	$199 / hour
Principal Engineer	$250 / hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	$80 / hour
Assistant Planner	$90 / hour
Associate Planner/Environmental Scientist	$105 / hour
Senior Associate Environmental Scientist	$130 / hour
Senior Associate Planner	$130 / hour
Senior Environmental Scientist	$155 / hour
Senior Planner/ Landscape Architect	$155 / hour
Principal Planner/Environmental Scientist	$170 / hour
Senior Principal Planner/Environmental Scientist	$195 / hour
Construction and Project Management	
Field Construction Observer	$118 / hour
Senior Field Construction Observer	$138 / hour
Assistant Construction/Project Manager	$110 / hour
Associate Construction/Project Manager	$129 / hour
Project Manager	$133 / hour
Senior Associate Construction/Project Manager	$148 / hour
Senior Construction/Project Manager	$170 / hour
Principal Construction/Project Manager	$185 / hour
Surveying	
Assistant Surveyor	$102 / hour
Associate Surveyor	$116 / hour
Senior Associate Surveyor	$145 / hour
Senior Surveyor	$170 / hour
One-Person Survey Crew	$140 / hour
Two-Person Survey Crew	$225 / hour
Three-Person Survey Crew	$275 / hour
UAV Pilot	$156 / hour
UAV Flight Observer	$116 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	$0.67 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule may be added to the contract.
Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/23/2020

CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2021
California

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$145.00
Professional	195.00
Project Professional	239.00
Lead Project Professional	262.00
Senior Professional	299.00
Technicians	
Technicians	116.00
Senior Technicians	173.00
Support Staff	
Document Processing / Clerical	106.00

Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2021	$.56 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

EXHIBIT C, SCHEDULE

Schedule of Work

Task Description	Weeks following Notice to Proceed																	
	10/1/2021	10/8/2021	10/15/2021	10/22/2021	10/29/2021	11/5/2021	11/12/2021	11/19/2021	11/26/2021	12/3/2021	12/10/2021	12/17/2021	12/24/2021	12/31/2021	1/7/2022	1/14/2022	1/21/2022	1/28/2022
Task 1.0 - Project Management																		
1.1 - Project Management and Administration																		
1.2 - Weekly Progress Meetings																		
1.3 - Kick-off meeting																		
1.4 - Quality Management																		
Task 2.0 – Manual Read Meter Replacements (W-31, 3" diamter and greater)																		
2.1 - Inspection schedule, notifications and coordination																		
2.2 - Field Inspections																		
2.3 - Interim Reporting																		
2.4 - Evaluation of Special Circumstances																		
2.5 - Construction Cost Estimate																		
2.6 - Engineering Report																		
Task 3.0 – New AMR Meters on Unmetered Services (W-32)																		
3.1 - Inspection schedule, notifications and coordination																		
3.2 - Field Inspections																		
3.3 - Interim Reporting																		
3.4 - Evaluation of Special Circumstances																		
3.5 - Construction Cost Estimate																		
3.6 - Engineering Report																		
3.7 - Pothole Allowance																		
Task 4.0 – Replacement AMR Meters on Domestic Services (W-33)																		
4.1 - Draft Engineering Execution Program Report																		
4.2 - Final Engineering Execution Program Report																		
Task 5.0 – Manual Read Meter Replacements (W-31, less than 3" diameter)																		
5.1 - Inspection schedule, notifications and coordination																		
5.2 - Field Inspections																		
5.3 - Interim Reporting																		
5.4 - Evaluation of Special Circumstances																		
5.5 - Construction Cost Estimate																		
5.6 - Engineering Report																		

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021

Agenda Number: B-6

SUBJECT:

Ellis & D Street Subdivision – Use of County Owned Ellis Street Basin

RECOMMENDATION:

Authorize the City Engineer to sign and transmit letter to County of Madera Regarding Use of Ellis Street Basin.

SUMMARY:

On February 12, 2019, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2018-07 and Rezone REZ 2018-08 for the Ellis & D Street Subdivision (Project) located on the southwest corner of Ellis Street and D Street. As part of the conditions of project approval (Conditions), the Subdivider, is required to direct drainage to the Ellis Street Basin (Basin). This Basin is owned by the County of Madera (County). As such, use of the Basin is subject to County approval and conditions that may be set by mutual agreement of both the City and County.

DISCUSSION:

Conditions as were originally set for construction of the Project directed storm runoff to the Basin in conformance with the City's Storm Drainage System Master Plan (Master Plan). That plan does not identify the Basin as being in the County. When staff prepared the Conditions, it was under an assumption the County would not object to use of the basin. While the basin is near the Project and was believed to be adequate to accommodate the Project based on the Master Plan, County staff's opinion was that the basin may not be adequate for the purpose of previously planned uses along with the proposal to direct storm runoff from the Project and potentially other development that will likely occur near the Basin as the City continues to grow as well as a more recent County decision to utilize the basin for recharge purposes.

As a result of this disconnect in understanding in how the basin would be utilized in the future, it was determined that a formal agreement should be prepared to describe how the basin might be used by both City and County. This agreement, still in draft form will, in the future, be presented to Council for approval. At this time, the County has asked that the City provide a letter (attached)

which describes in basic terms an understanding of how maintenance would be shared by the County and City. Staff is seeking Council authorization to sign this letter. Following receipt of this letter, the County will issue an encroachment permit to the subdivider allowing for use of Basin along with permission to increase capacity of Basin though additional excavation of the Basin.

Authorizing the City Engineer to sign this letter will also result in a commitment by the City to provide maintenance as described in the letter. Of note, if the Basin was not utilized in the fashion proposed, the City would need to construct a new basin with a duplication of capacity and storm drainage system and the associated maintenance requirements. Sharing of this resource, in the long run is beneficial to both the City and the County.

FINANCIAL IMPACT:

Signing this letter will result in new maintenance activities being performed by the City. Such activities and costs would be anticipated if a new basin was constructed rather than utilizing this Basin.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Subdivisions are not specifically addressed in the vision or action plans. However, some components such as the Basin are consistent.

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

ALTERNATIVES:

Not approve signing of letter. If Council does not approve the requested action, the County may elect to deny use of Basin.

ATTACHMENTS:

1. Letter – Ellis Street Basin
   Exhibit A - Location Basin

Attachment 1

Letter

CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVENUE, MADERA, CA 93638
TEL: (559) 661-5418 - ***FAX:*** (559) 675-6605

September 15, 2021

Attn: Matthew Treber

Community and Economic Development
200 W. 4th Street, Suite 3100
Madera, CA 93637

Subject: City-County Initial Understanding Regarding Ellis Street Basin

Pursuant to the meeting attended by City of Madera (City) and Madera County (County) staff on September 3, 2021, this email formalizes the understanding reached relative to use of the Ellis Street Basin (Basin) for storm drainage purposes by the Ellis & D Street Subdivision (Subdivision). The Basin is depicted in Exhibit A. The City Council has authorized transmittal of this letter.

It the City's understanding that the County will allow storm runoff from the Subdivision be directed to the County owned Basin through storm drainage pipes located in both the City and County through an encroachment permit granted to the subdivider of the Subdivision. Use of this Basin is contingent upon adherence to the maintenance schedule described below to which the City does agree to abide by:

- Year 1 – City shall provide general cleanup and weeding of Basin. Year 1 shall begin one year following completion of the excavation being completed as part of the Subdivision off-site improvements
- Year 2 – In addition to Year 1 activities, City shall scrape/scarify Basin to the extent necessary to reduce siltation that would otherwise reduce Basin's efficiency relative to percolation of storm water
- Year 3 – County shall provide general cleanup and weeding of Basin
- Year 4 – In addition to Year 3 activities, County shall scrape/scarify Basin to the extent necessary to reduce siltation that would otherwise reduce Basin's efficiency relative to percolation of storm water
- Subsequent Years – Year 1 through 4 activities and responsibilities shall be repeated.

This letter serves as an initial understanding between the City and County until such time as a formal agreement is completed that addresses a more detailed understanding between

the City and County as to how the Basin is utilized in a mutually satisfactory manner to the benefit of both the City and County.

If you have any questions, please do not hesitate to contact me at 661-5418.

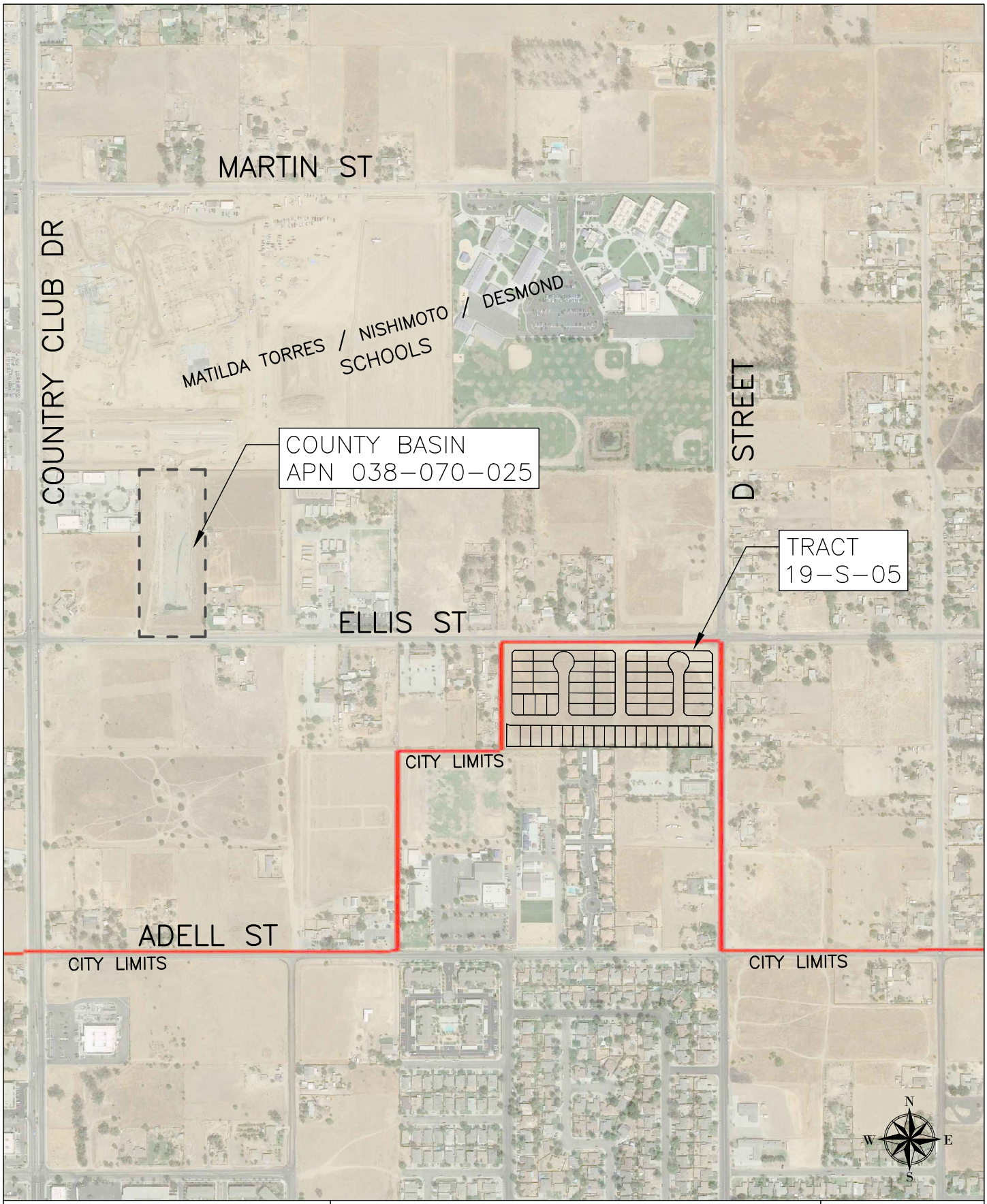
Keith Helmuth, P.E.
City Engineer

CC: File

Exhibit A

Location Map

LOCATION MAP



CITY OF MADERA ENGINEERING DEPARTMENT 428 E. YOSEMITE AVE MADERA, CA 93638	LOCATION MAP TRACT 19-S-07 COUNTY BASIN APN 038-070-025	DR BY: EP CH BY: DATE: 9/8/21 SCALE: NTS SHT 1 OF 1

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021

Agenda Number: B-7

SUBJECT:

Airport Access Agreement renewal with Stephen J. and Nadine Sagouspe

RECOMMENDATION:

Adopt a resolution clarifying resolution No. 21-109 regarding property description for Airport Access Agreement with Stephen J. and V. Nadine Sagouspe

SUMMARY:

On August 4, 2021, the Council adopted a new Airport Access Agreement with Stephen J. and Nadine Sagouspe. The following text was inadvertently left off the Agreement: "*A copy of the legal description is attached to this Agreement as Exhibit A and incorporated by reference*." Such language is necessary to be able to record the document.

DISCUSSION:

The airport access agreement is concerning a through the fence agreement, which are agreements that allow people who own commercial property with aircraft storage facilities near an airport to access the airport from off-airport property. The subject property is a hangar that occupies 4,500 square feet (see Figure 1) and will be subject to the rent rate of $.32 per square feet per year. The rent rate was adopted on July 1, 2020, after the City commissioned a rate study prepared by Aviation Management Consulting Group on behalf of the City. The rate is equivalent to the rate for leased land in the operations areas of the Madera Municipal Airport and will be adjusted every five years in accordance with up-to-date Urban Consumer Price Index (CPIU). The sum of rent shall be $1,440 per year and the renewal will be for 30 years.

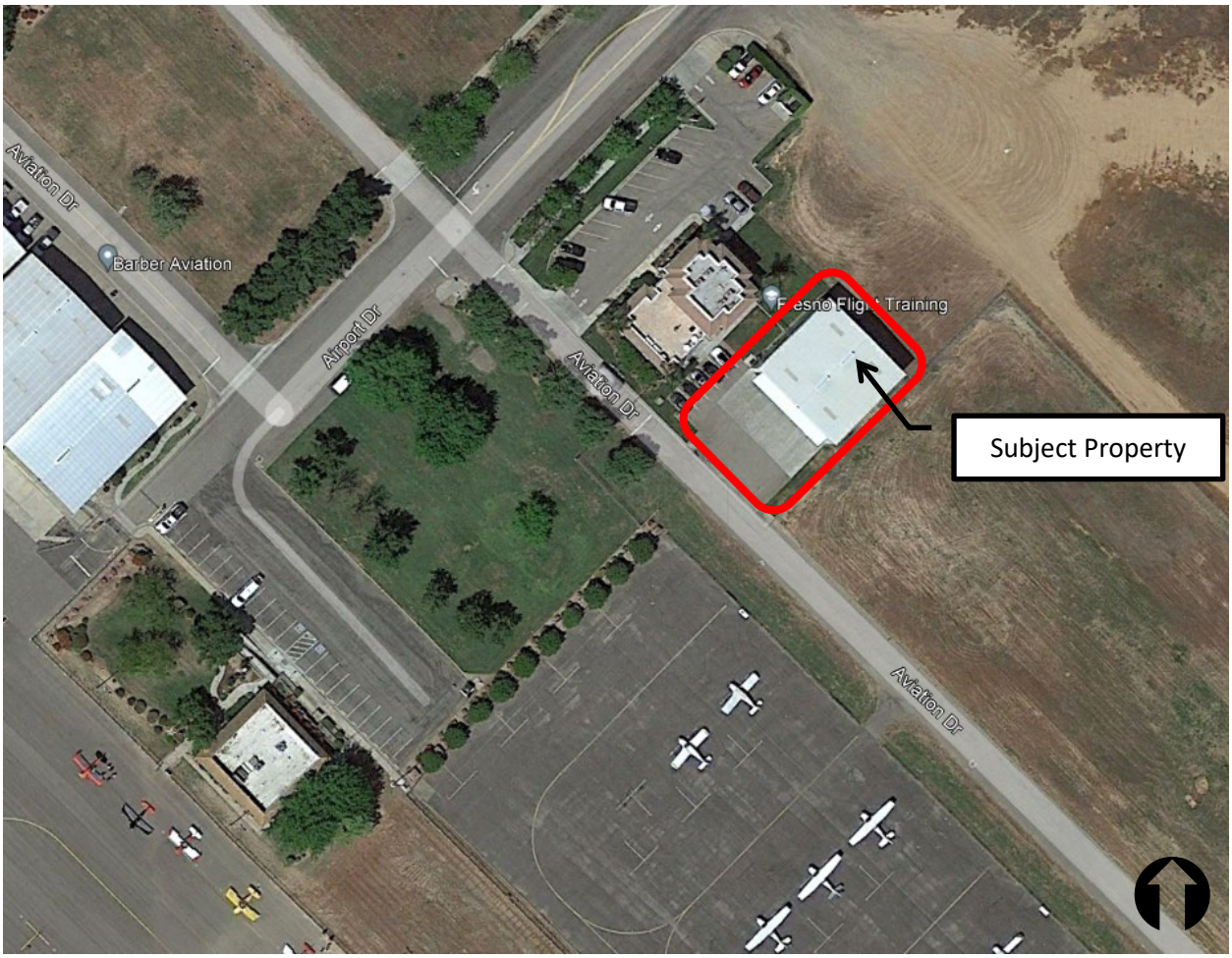


Figure 1 Property of Interest

FINANCIAL IMPACT:

The Madera Municipal Airport is an Enterprise Fund and all funds received are invested back into the airport. The agreement will generate $1,440 per year which will be reinvested in the airport.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

ALTERNATIVES:

Council may elect to not approve the airport access agreement. Council may also elect to provide input on a different rent rate.

ATTACHMENTS:

1. Resolution
2. Exhibit 1: Airport Access Agreement
    a. Exhibit A: Legal Description

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA CLARIFYING RESOLUTION NO. 21-109 REGARDING PROPERTY DESCRIPTION FOR AIRPORT ACCESS AGREEMENT WITH STEPHEN J. AND V. NADINE SAGOUSPE

WHEREAS, the City of Madera ('City') and Stephen J. and V. Nadine Sagouspe were parties to an Airport Access Agreement for airport property which was originally entered into by and between the City and Stephen J. and V. Nadine Sagouspe on October 13, 1998; and

WHEREAS, on August 4, 2021, the City Council adopted Resolution No. 21-109 approving an Access Agreement with, Stephen J. and V. Nadine Sagouspe; and

WHEREAS, the Access Agreement inadvertently omitted the legal description and the following text from Section 1 of the Agreement: "A copy of the legal description is attached to this Agreement as Exhibit A and incorporated by reference."

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

1. The above recitals are true and correct.
2. The City Council clarifies Resolution No 21-109 by including the legal description as Exhibit 1 to the Agreement and by authorizing the addition of the following text to Section 1 of the Agreement: A copy of the legal description is attached to this Agreement as Exhibit A and incorporated by reference."
3. This resolution is effective immediately upon adoption.

* * * * * * * * * *

AFTER RECORDING PLEASE MAIL TO:

City of Madera
City Clerk
205 W. 4th Street
Madera, California 93637

Space above this line for Recorder's Use Only

AIRPORT ACCESS AGREEMENT

STEPHEN J. AND V. NADINE SAGOUSPE

This AIRPORT ACCESS AGREEMENT made and entered into this 15th day of September 2021 by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and STEPHEN J. AND V. NADINE SAGOUSPE, hereinafter called "TENANT".

WHEREAS, CITY is the owner of certain real property situate in the County of Madera, State of California, which is being used for airport purposes; and

WHEREAS, Sections 37389 and 50478 of the Government Code of the State of California authorize a city to grant conditional access to property owned by it for purposes incidental to aircraft, including construction and maintenance of hangars, service shops and other aircraft facilities; and

WHEREAS, the Federal Aviation Administration recognizes that a conditional Access Agreement may be granted on a case-by-case basis so long as certain guidance is followed; and

WHEREAS, it is the mutual intent and desire of CITY and TENANT to enter into an Access Agreement at the Madera Municipal Airport in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions hereinafter set forth, the parties hereto agree as follows:

1. Consideration

In exchange for a fee, CITY hereby grants to TENANT conditional access on the terms and conditions hereinafter set forth, all that portion of City-owned real property situate in the County of Madera, State of California, more particularly described as the public use landing areas and taxi routes at the Madera Municipal Airport. A copy of the legal description is attached to this Agreement as Exhibit A and incorporated by reference.

2. Term

Except as provided in Paragraphs 4 and 6 hereof, the term of this Agreement shall be for a period of thirty (30) years commencing on September 15, 2021, and terminating September 30, 2051, subject to any other provisions for termination provided for herein.

3. Access Fee and Method of Payment

TENANT agrees to pay CITY a monthly Access Fee for a single engine aircraft less than 6,000 pounds gross weight as follows. Commencing on September 16, 2021, the access fee shall be the sum of one thousand and four hundred and forty dollars ($1440) and per year (based on $.32 per square foot per year for 4,500 square feet, equivalent to the rate for leased land in the operations areas of the Madera Municipal Airport), payable in monthly installments of $120 in advance, until the end of the first five years of this agreement. At the end of each five-year period, the annual access fee shall be adjusted in accordance with the 1982-1984 based San Francisco-Oakland-San Jose All Urban Consumer Price Index (CPIU) calculated by the Federal Government.

Beginning rate per month is one hundred and twenty dollars ($120.00), payable in advance on or before the first day of each month. If the term of this Agreement commences on day other than the first business day of the month, the first month access fee shall be prorated on a daily basis. The first month Access Fee is payable upon execution of this Agreement. A five percent (5%) per month service charge shall be imposed on all accounts currently past due.

TENANT may make advance payments. However, such advance payments shall not affect the rights of CITY to terminate this Agreement in accordance with paragraphs 4 and 6 hereof. If advance payments are made and the Agreement is terminated before the months paid, fees will be prorated, and refunds made after all debts are paid. TENANT shall make payments in person or via mail to City of Madera, Finance Department, 205 West Fourth Street, Madera, CA 93637. All notices and other information concerning the Agreement shall be directed personally or by mail to the Public Works Director, 4020 Aviation Drive, Madera, CA 93637. All official notices to TENANT will be mailed to the address in paragraph 1. TENANTS are advised to keep CITY informed of address changes. If City is unable to contact TENANT by mail, this Agreement may be terminated.

4. Delinquency or Non-Payment of Rent

If there is any delinquency or non-payment of fee by TENANT, CITY reserves the right to terminate this Agreement with ten (10) days written notice to TENANT.

5. Use Purposes

The premises described in Paragraph 1 are to be used for the sole purpose of takeoff, landing and taxiing of aircraft.

TENANT will not conduct commercial operations of any type on the Airport and will

not offer aeronautical services to the public under the auspices of this Agreement.

6. Breach of Agreement

In the event of any breach of this Agreement by TENANT, CITY, besides other rights or remedies it may have, shall have the right to terminate this Agreement with ten (10) days written notice to TENANT. TENANT agrees to terminate his airport access within ten (10) days as applicable to this paragraph 6 when notified, or ten (10) days per paragraph 4. By failing to cease access as herein provided, TENANT hereby authorizes CITY, its employees or its authorized agents to deny airport access and prevent aircraft from accessing the airport, and TENANT hereby waives any and all claims for damages against CITY, its employees or agents. Nothing herein shall be deemed a waiver of any rights of CITY to demand and obtain cessation of access in accordance with law in the event TENANT violates any part of any terms and conditions hereof.

7. Assignment

TENANT shall not assign this Access Agreement nor any right herein, nor suffer any other party to occupy or access said premises described in Paragraph 1 or any portion thereof without prior written consent of CITY. In the event of a breach of this covenant, CITY shall have the right to immediately declare this Access Agreement terminated. If TENANT relinquishes his rights as described in this Agreement, this Agreement will automatically terminate. If a new party wishes to gain airport access rights as described in this Agreement, a new Agreement must be executed.

8. Liability Insurance

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

Minimum Scope and Limits of Insurance

Tenant shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $2,000,000 **Aircraft Liability** insurance with a minimum limit of $2,000,000 per accident and aggregate covering liability for bodily injury (including death), passenger liability, and property damage liability. Aircraft Liability policies shall be endorsed to

provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subtenants.

Enforcement of Contract Provisions (non estoppel)

Tenant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Tenant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be

all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

9. Taxes

TENANT shall take notice that the access interest created herein may be subject to property taxation and that the party in whom the possessory interest is vested (TENANT) may be subject to payment of property taxes on such interest. TENANT shall be responsible for and shall pay all possessory interest tax which may be assessed or levied, if any, on the value of this Agreement.

10. Hold Harmless

TENANT agrees to defend and does hereby hold City of Madera, its appointive and elective boards, officers, commissions, volunteers and employees harmless from any and all liability for damages or claims for damages for personal injuries or death to any person or persons, or property damage which may arise from TENANT'S occupation and use of said areas described in Paragraph l or any one or more persons directly employed by or acting as agents for TENANT or as contractors for TENANT. TENANT agrees to and shall defend CITY, its elective and appointive boards, officers, commissions, volunteers and employees from any suits or actions at law or in equity for damages caused or alleged to have been caused by reason of the aforesaid

operations, provided however, that CITY does not and shall not waive any rights against TENANT which it may have by reason of this Hold Harmless Agreement, by reason of acceptance by CITY of deposit with CITY by TENANT of any insurance policies or certificates of insurance described in Paragraph 8 hereof, and provided further that this Hold Harmless Agreement shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of TENANT'S operations, whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages, and is deemed to include any damages or injuries to CITY, CITY'S property, officers or employees.

11. Litigation Involving Agreement

In the event that CITY is made a party to any litigation concerning this Agreement or by reason of any act or omission by TENANT, TENANT promises to hold CITY harmless and indemnify CITY from all loss or liability, including reasonable attorney's fees necessarily incurred by CITY in such litigation. In case suit shall be brought for unlawful access, for the recovery of any fees due under the provisions hereof, or because of the breach of any other covenant, term, condition or provisions herein contained on the part of TENANT to be kept or preformed, and CITY prevails therein, TENANTT shall pay to CITY a reasonable attorney's fee which shall be fixed by the court; provided however, in the event either party finds it necessary to institute suit for any other purpose in connection with the terms of the enforcement of this Agreement, it is agreed that the prevailing party shall collect from the losing party reasonable attorney's fees which shall be fixed by the court plus actual costs of suits incurred.

12. Maintenance of Airport

TENANT shall not commit or suffer to be committed any waste or nuisance upon the airport, nor store, use or sell any article in or about the airport nor commit any act that would cause cancellation of any insurance policy covering the airport, nor occupy, suffer or permit the airport or any part thereof to be used for any illegal or dangerous purpose or in any way contrary to law or rules or regulations of any public authority.

13. Temporary Airport Closures

TENANT acknowledges that occasional large-scale special events and airport construction projects may take place at Madera Municipal Airport requiring temporary closure of all runways and taxiways.

14. Other Airport Rules and Regulations

a) TENANT is not authorized to drive motor vehicles on taxiways and runways under any circumstances

b) TENANT is not authorized to operate all-terrain vehicles, dirt bikes, mopeds, motorized skateboards, etc. anywhere on the airport.

c) TENANT will ensure that pets brought onto the airport are on a leash

and under the immediate control of the owner at all times.

d) TENANT will ensure that children remain under direct supervision of an adult at all times while on the airport. Radio controlled toys, bicycles, skates, etc. are not permitted on the airport, particularly in the T-Hangar area.

15. Successors. Assigns. Governing Law

This Agreement shall be binding upon and insure to the benefit of the legal representatives, heirs, successors and assigns of the parties and shall be governed by and construed in accordance with the laws of the State of California.

16. Sole and Only Agreement

This Agreement supersedes any and all other Agreements, either oral or written between the parties hereto with respect to their rights and obligations hereunder and contains all of the covenants and Agreements between the parties related thereto.

17. Time of the Essence

Time is of the essence in the performance of each provision of this Access Agreement.

18. Effective Agreement

This Access Agreement only applies to those aircraft owned, leased or operated by the owner or tenants of the property located at 2801 Airport Drive, Madera, California 93637. No other aircraft shall have benefit of this Agreement. This Agreement shall not be effective until receipt by the CITY of required insurance documents, required access fees and a properly executed acceptance of this Agreement, subject to all the terms and conditions herein set forth.

19. Renewal

TENANT, provided that all terms, covenants and conditions of this Agreement have been met and fulfilled, is hereby granted first right of refusal to negotiate a new agreement for airport access for an additional ten (10) year period from and after the expiration of the original thirty (30) year term. Written notice of TENANT'S intention to renew this agreement shall be given to CITY no less than sixty (60) calendar days prior to the expiration of the initial term of this agreement or this option shall be null and void.

20. Acceptance

TENANT hereby accepts the foregoing and hereby expressly agrees to the terms and conditions as hereinabove set forth.

* * * * * * * * * * * * * *

TENANTS

_____

STEPHEN J. SAGOUSPE, Tenant Date

_____

V. NADINE SAGOUSPE, Tenant Date

CITY OF MADERA

_____

Santos Garcia, Mayor of the City of Madera Date

SIGNATURES ARE REQUIRED TO BE NOTARIZED.

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 013-010-054-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 4 OF THE PARCEL MAP NO. 92-P-03 ACCORDING TO THE MAP THEREOF RECORDED JUNE 19, 1992 IN BOOK 39 OF MAPS, PAGE 136, MADERA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 4; THENCE NORTH 44° 44' 08" EAST ALONG THE NORTHWEST LINE OF SAID PARCEL 4, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 44° 58' 01" EAST, PARALLEL TO AND 5.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF SAID PARCEL 4, 221.06 FEET; THENCE NORTH 45° 01' 59' EAST, A DISTANCE OF 197.00 FEET; THENCE NORTH 44° 58' 01" WEST, A DISTANCE OF 213.11 FEET; THENCE SOUTH 84° 03' 46" WEST, A DISTANCE OF 14.16 FEET; THENCE SOUTH 44° 44' 08" WEST, ALONG THE NORTHWEST LINE OF SAID PARCEL 4, A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER AS RESERVED IN DEED BY BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, RECORDED OCTOBER 31, 1941 IN BOOK 290 PAGE 247, OFFICIAL RECORDS, AS DOCUMENT NO. 6010, BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR USE ANY PORTION THEREOF, SAID RIGHTS HAVING BEEN TERMINATED IN THE DEED TO THE CITY OF MADERA, DATED MARCH 23, 1950 AND RECORDED APRIL 4, 1950 IN BOOK 491 PAGE 91 OF OFFICIAL RECORDS, AS DOCUMENT NO. 3302.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by: Anthony R. Forestiere
Department Director

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021
Agenda Number: B-8

SUBJECT:

Appointment of Patricia Carreon as a Member of the Transit Advisory Board

RECOMMENDATION:

Adoption of a Resolution appointing Patricia Carreon as a Member of the City of Madera (City) Transit Advisory Board (TAB)

SUMMARY:

As a result of the November 2020 election, Councilwoman Anita Evans was the newly appointed District 4 Council representative. Section 1.C "Length of Term" of the TAB bylaws state:

> *"Each Transit Advisory Board member shall serve a term equal to the term of Council Member who initially submitted their nomination. If the nominating Council Member lease office for any reason, then their nominee shall serve until a replacement Board member is approved".*

Though the previous TAB member representing District 4 had the option to continue serving, they elected to separate resulting in the current vacancy.

On August 3, 2021 staff received inquire from Patricia Carreon with an interest to serve on the TAB. In order to continue to have TAB meetings, a quorum of four members need to be present. Fulfilling the current vacancy will allow TAB to have five active members. Councilmembers are asked to make nominations for new appointments to fill vacancies within their districts. The current nomination for the Board is as follows:

Appointee:	Councilmember:	Term Expires:
Patricia Carreon	Evans (District 4)	12/1/2024

DISCUSSION:

The TAB is comprised of 7 members, 6 of whom are nominated by individual Councilmembers and 1 by the Mayor. Board members serve a term of four years or until the Mayor or Councilmember who nominated the TAB member is no longer serving, whichever period is shorter. The members typically have transit knowledge and/or experience which is beneficial when participating and making recommendations during TAB meetings.

Ms. Carreon applied to serve. In her application, she indicates that she regularly attends the Madera Downtown Associate meetings and has expressed a desire to serve fellow Maderans and be involved in the communities continued growth. She is a City resident and a graduate of Morgan Hill High School. Ms. Carreon accepts the nomination to be appointed to serve on the TAB.

FINANCIAL IMPACT:

Appointees to the TAB serve in a volunteer capacity.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- Strategy 121:
    - Multi-Modal transportation: Develop a city-wide transportation plan to ensure safe affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

1. Deny approval of Resolution and request that an alternate candidate be considered at a later meeting.

ATTACHMENTS:

1. Resolution
2. Patricia Carreon Transit Advisory Board Application

RESOLUTION NO. 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MS. PATRICIA CARREON AS A MEMBER OF THE CITY OF MADERA TRANSIT ADVISORY BOARD AS DISTRICT FOUR NOMINEE.

WHEREAS, Councilwoman Anita Evans has nominated Patricia Carreon as the Nominee to the City of Madera Transit Advisory Board – District 4; and

WHEREAS, Patricia Carreon will serve our community by providing feedback and oversight regarding the operation of the City of Madera's public transit system; and

WHEREAS, Patricia Carreon term of service will be consistent with the term of Council Woman Anita Evans term and will therefore expire on December 2024.

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. Patricia Carreon are hereby appointed to the office of the Transit Advisory Board on the City of Madera for the term prescribed by law.
3. This resolution is effective immediately upon adoption.

***

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council

_____ Airport Advisory Committee

_____ Beautification Committee

_____ Civil Service Commission

_____ Planning Commission

__x__ Transit Advisory Board

_____ Other:_____

Please type or print in ink.

Carreon	Patricia	S.
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
Same		
MAILING ADDRESS	CITY, STATE ZIP	PHONE #
Aimbridge Hospitality	AGM/Sales Coordinator	[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
17 YEARS 7 MONTHS	V YES ____ NO	____ YES V NO

EDUCATIONAL BACKGROUND: Graduated - Morgan Hill HS.

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

Attendee - Madera Downtown Association

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

~~NA~~

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

As a resident/home owner of Madera Co., I would like to be involved in its growth. *Big or small

REFERENCES (Optional):

Anita Valdez - [redacted]

Abigail Bazante -

Julian Torres -

08/10/2021 Patricia
DATE SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-0446

RETURN TO AGENDA

REPORT TO CITY COUNCIL
Late Distribution Notice

DATE: September 9, 2021
TO: Honorable Mayor and City Council Members

FROM: Anthony R. Forestiere, Interim Director of Financial Services

SUBJECT: September 15, 2021 City Council Meeting
Late Distribution Report for Item B-9

Additional time is needed to complete, review, and finalize the report for item B-9: Transfer of Community Development Block Grant (CDBG) Funds form the City's Engineering to the Public Works Department and Approve Amendment to CDBG Subrecipient Agreement with City's Public Works Department, the report will be distributed as soon as it is available. Thank you for your understanding.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021

Agenda Number: C-1

SUBJECT:

Measure T Annual Expenditure Plan (AEP) for Fiscal Year (FY) 2021/22

RECOMMENDATION:

Adopt a Resolution approving the Expenditure Budget for the various funding programs in the Measure T AEP for FY 2021/22 and authorizing submission of projects to Madera County Transportation Authority (MCTA) for adoption

SUMMARY:

The Annual Expenditure Plan (AEP) is required by the MCTA to claim Measure T funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan (Plan) approved by the voters in the November 2006 election. The AEP is completed annually.

The proposed funding for the projects and programs in the AEP is consistent with the requirements specified in the Measure T 2007 Strategic Plan adopted by the MCTA and with the Capital Improvement Program (CIP) included in the City's 2021/22 Budget.

BACKGROUND:

Measure T is a ½ cent sales tax measure approved by Madera County voters in the November 2006 election. The measure took effect April 1, 2007 has a sunset provision of 20-years. As part of the measure's implementation, local agencies submit an AEP. The AEP is a multi-modal funding program that commits funding for the following program categories:

- Regional Transportation and Highways
- Local Street Maintenance
- Local Street Supplemental Maintenance
- Flexible (Miscellaneous Street programs)
- ADA Compliance
- Transit Enhancement
- ADA/Seniors/Paratransit
- Environmental Enhancement

The Regional Streets and Highways program consists of two elements.

1. One is the responsibility of MCTA to manage and deliver the projects of regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element.
2. The second element is the responsibility of the local agencies to manage the construction, rehabilitation and maintenance of the agency's arterial and collector streets.

All other programs are the responsibility of the local agency to deliver. The MCTA and Citizens Oversight Committee monitor the local agencies' progress on the delivery of these programs.

The implementation guidelines in the Measure T Strategic Plan adopted by the MCTA require the City to prepare and adopt an AEP that must be approved during a noticed public hearing. This agenda item will satisfy this requirement. The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5-year planning document that is updated every 2 years to adjust the projection of sales tax receipts, ensuring that the projections are consistent with future investments.

DISCUSSION:

The MCTA has provided the City with the projected funding allocation for each of the program categories. The total allocation for FY 2021/22 is $3,231,059 which is $90,754 more than last year. The allocation amounts are earmarked for each program and may not be shifted between programs. The recommended projects in the programs were identified by staff from Engineering, Public Works, Transit, Parks and Community Services, and Community Development Departments. The projects were initially discussed and prioritized in the CIP process that occurred in May of this year (as well as prior years). The proposed projects are consistent with the FY 2021/22 CIP and the implementing guidelines in the Measure T Strategic Plan.

The AEP for FY 2021/22 includes the following projects and programs:

1. **Regional Transportation and Highway Program:**

   Arterial & Collector Streets: The total new allocation is $1,106,527 proposed for Seals & AC Overlays on Arterial and Collector Streets.

   Prior year allocations have been set aside for:

   1. Olive Ave. widening between Gateway Dr. and Knox St. - $4,766,940
   2. Seals & AC Overlays on Arterials/Collectors (Citywide)- $1,580,000
   3. Almond Ave. Extension – Pine St. to Stadium Rd. (R-82) - $500,000
   4. Almond/Pine/Stadium Traffic Study (R-87) - $120,000
   5. Granada Dr./Howard Rd. Traffic Signal TS-17 - $22,326

Future Year Allocations are identified for:

1. Seals & AC Overlays on Arterials & Collectors
2. Almond Ave. Extension – Pine St. to Stadium Rd.
3. D St. & South St. Traffic Signal Matching Funds

2. Local Transportation Program:

a. Street Maintenance - the allocation is $575,394 for the application of Surface Seal and AC Overlay treatment and General Maintenance work on various streets.

b. Supplemental Street Maintenance - the allocation is $387,285 for General Maintenance work on various streets.

c. Flexible - the allocation is $962,679. These funds are impounded by the MCTA to fund delivery of Tier 1 Projects in the Regional Streets and Highways Program until such time when each agency is able to adopt an Impact Fee program for the construction of Regional Projects. A 20 percent match is required from Traffic Impact Fees or other local funds on a project by project basis. Flexible funds are used for the match requirement and any remaining funds will be returned to each agency.

d. ADA Compliance - the allocation is $22,130 for sidewalk repairs and safety improvements to make pedestrian accessibility ADA compliant.

3. Transit Enhancement Program

a. Transit Enhancement Citywide - the allocation is $80,998 reserved for Transit Facility and System Enhancements.

b. Transit Enhancements/ADA/Seniors/Paratransit - the allocation is $7,524 reserved for Transit Facility and System Enhancements.

4. Environmental Enhancement Program

Environmental Enhancements - the allocation is $88,522 for bicycle, pedestrian, and other qualifying air quality enhancement projects.

Prior year allocations remain set aside for the following projects:

1. Torres Way Alley Paving (ALY-01) - $15,000
2. 2021 CMAQ Alley Paving Project (ALY-03) - $10,000
3. Schnoor Ave. Sidewalk – Sunset Ave. to Riverside Dr. (R-58) - $3,000
4. ADA Walkability Sidewalks Program (R-64) - $20,000
5. Washington School Sidewalks (R-93) - $5,000
6. Tulare/Cleveland/Raymond Bike Path (PK-48) - $11,000

The MCTA Technical Advisory Committee (TAC) will also review and comment on this expenditure plan prior to its submittal to the MCTA. The MCTA will consider adopting this expenditure plan into the Measure T 2021/22 Annual Work Plan at their September 22nd meeting.

FINANCIAL IMPACT:

An AEP approved by the City Council is required to receive the City's allocation of Measure T funds. The allocation of funds in the AEP is consistent with project funding in the CIP for FY 2021/22.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 138 – This action supports the strategy to establish and enforce American with Disabilities Act standards in public facilities throughout the community.

Action 126 – This action supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

Action 113 – This action supports the strategy to promote greater accessibility of City facilities and services to socio-economic and disabled groups.

ALTERNATIVES:

Council may direct staff to provide additional information on the proposed projects or may direct staff to consider alternative projects.

ATTACHMENTS:

1. Resolution
   Exhibit A – Measure T Annual Expenditure Plan FY 2021/22

Attachment 1

Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2020/21 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORATION AUTHORITY (MCTA) FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the FY 2021/22 Annual Expenditure Plan (AEP) are consistent with the Measure T 2007 Strategic Plan; and

WHEREAS, the City is a designated agency for selecting projects and programs for approval and adoption by the MCTA into the Measure T Annual Work Plan; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on September 15, 2021.

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 projects and programs, and expenditures shown on Exhibit 'A' attached hereto are approved.

3. The City Engineer is hereby authorized and directed to submit a certified copy of this resolution to the MCTA Technical Advisory Committee (TAC) for consideration to include the City of Madera's AEP in the 2021/22 Measure T Annual Work Plan.

4. This Resolution is effective immediately upon adoption.

****

EXHIBIT 'A'

CITY OF MADERA
MEASURE 'T' ANNUAL EXPENDITURE PLAN
FISCAL YEAR 2021/22

FUNDING PROGRAM	ALLOCATION	EXPENDITURE
RTP/3R PROJECTS	$ 1,106,527	
20-21 RMRA Seal & Overlay Project (R-78)		$ 300,000
Reserved for Future Projects		$ 806,527
LTP-STREET MAINTENANCE	$ 575,394	
General Street Maintenance		$ 536,421
Seals & Overlays		$ 38,973
LTP-SUPPL. STREET MAINTENANCE	$ 387,285	
General Street Maintenance		$ 361,053
Pedestrian Facilities		$ 26,232
LTP – FLEXIBLE	$ 962,679	
MCTA Impound for matching Contributions to Tier 1 projects		$ 962,679
LTP – ADA COMPLIANCE	$ 22,130	
ADA Walkability/Sidewalks		$ 22,130
TRANSIT ENHANCEMENT	$ 80,998	
Reserved for Future Project		$ 80,998
TRANSIT ENHANCEMENT-ADA/Sr.	$ 7,524	
Reserved for Future Project		$ 7,524
ENVIRONMENTAL ENHANCEMENT	$ 88,522	
Torres Way Alley Paving (ALY-01)		$ 20,000
2021 CMAQ Alley Paving Project (ALY-03)		$ 68,522
	$ 3,231,059	$ 3,231,059

ADA – Americans with Disabilities Act
LTP – Local Transportation Program
Enh - Enhancement
MCTA – Madera County Transportation Authority
SUPPL - Supplemental
RTP – Regional Transportation Program
PW – Public Works
3R – Resurfacing, Restoration & Rehabilitation

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 15, 2021

Agenda Number: D-1

Arnoldo Rodriguez, City Manager

SUBJECT:

Second Reading and Adoption of Ordinance Amending the City's Municipal Code Relating to Cannabis and adoption of Negative Declaration

RECOMMENDATION:

1. Waive full reading and Adopt an Ordinance of the City of Madera, California Amending Section 6-5.33 (D) Of Title VI, Chapter 5 of the Madera Municipal Code Relating to Location and Design of Cannabis Businesses [Relative to Lions Town & Country Community Park]

2. Adopt the Negative Declaration that determined that the proposed project will not have significant adverse effects on the environment

SUMMARY:

The City Council (Council) introduced an amendment to the City's Municipal Code at its September 1 meeting. Changes to the Municipal Code generally require two readings. This represents the second reading and adoption.

The proposed amendment would modify the adopted cannabis-related regulations that Council initially approved at its meeting on June 16, 2021. The adopted ordinance provides distance requirements for cannabis-related businesses from sensitive uses as designated by state law. Generally, this includes schools, daycare centers, and youth-related centers. Given existing development patterns in the City, the Council exempted said distance requirements from specific locations, such as downtown, the Library, Fairgrounds, and four parks and/or community centers. Staff is proposing that Lions Town & Country Community Park (LTCCP) be added to said list, expanding potential sites for cannabis activities. In short, the text amendment proposes to amend Section 6-5.33(D)(2) of the Madera Municipal Code (MMC) by adding LTCCP as a use not subject to the 600-foot buffer distance requirement.

BACKGROUND:

Initial workshops on the cannabis regulatory ordinance and related procedures were presented to Council on January 6, 2021, January 20, 2021, and April 21, 2021. The workshops discussed the basic components of the ordinance, procedural guidelines, selection criteria, and approval of cannabis business permits. Staff presented reasoning for the recommended approach and solicited feedback and direction by Council majority on policy considerations before completing the preparation of the ordinance and land use ordinance designating zone districts where cannabis businesses may be permitted. Following the workshops, Council considered regulations pertaining to cannabis on June 7, 2021, and adopted them on June 16, 2021.

The existing cannabis regulatory ordinance is designed to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products responsibly to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law.

PROPOSED AMENDMENT:

Regulatory Ordinance (Chapter 5 To Title VI)

The MMC outlines and codifies the process for obtaining a permit to operate a cannabis business. This includes the initial application procedure, permittee selection process, renewal, revocation, and transfer of a cannabis business permit. The MCC also outlines operating requirements for commercial cannabis businesses, including the location and design, recordkeeping, security measures, general operating requirements, and operating requirements specific to each permitted business type.

Cannabis businesses are restricted to specific commercial and industrial zones and are subject to all the requirements of the zone in which the business chooses to locate. Cannabis businesses must be a minimum of 600 feet from any sensitive use, school (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12), commercial daycare, or youth center that is in existence at the time a permit application is deemed complete; however, exceptions were added to allow for cannabis activities in certain areas which are suitable for cannabis activities. These areas include:

(1) The Fresno River
(2) Rotary Park, Courthouse Park, Wells Center (including the community garden and Centennial Park), and Frank Bergon Center
(3) Madera County Fairgrounds
(4) Madera Municipal Golf Course
(5) Madera County Library
(6) Madera Downtown Business Improvement Area

Upon further examination, staff is recommending that LTCCP be added to the aforementioned list. If approved, the MMC would be amended to read as follows (underline and bold font added

to identify the proposed change):

(D) The distance requirements prescribed in this section (§6-5.33) shall not apply to:
(1) The Fresno River
(2) Rotary Park, Courthouse Park, Wells Center (including the community garden and Centennial Park), Frank Bergon Center**, and Lions Town and Country Community Park**
(3) Madera County Fairgrounds
(4) Madera Municipal Golf Course
(5) Madera County Library
(6) Madera Downtown Business Improvement Area

It is noted that cannabis-related activities are not permitted, nor would be permitted, in residential areas; this ordinance proposes to allow those activities to occur primarily south of West Industrial Avenue and east of the park (east of South Schnoor Avenue). Moreover, adding LTCCP to the list above would provide additional opportunities, particularly south in the expansive industrial area. No other amendments are proposed, and all cannabis businesses would need to meet City and State regulations. This includes but is not limited to the following:

1. Maintaining accurate books and records in an electronic format, detailing revenues.
2. Maintaining an inventory control and reporting system that documents the present location, amounts, and descriptions of products for all stages.
3. Providing access to City officials for the purpose of conducting an audit or examination within 24 hours of City request.
4. Complying with strict security measures. Examples of security measures include installation of 24-hour security surveillance cameras, sensors and secure alarm systems, controlled access, security lighting, and on-site security personnel.
5. Adhering to restrictions on sales of alcohol or tobacco, prohibition of on-site consumption, and loitering and odor control.
6. Complying with signage regulations which are limited to only that needed for identification and shall not contain any logo or image of cannabis or cannabis products.
7. Preventing youth consumption of cannabis. In general, persons under the age of 21 are not to be allowed on the premises of a commercial cannabis business or employed by a commercial cannabis business. Businesses must check the IDs of all patrons prior to entrance using current ID scanning technology. The exception being for those aged 18-21 with a valid physician's recommendation for medicinal cannabis.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The proposed project has been reviewed for compliance with CEQA. The City prepared an initial study and, on that basis, determined that the proposed project will not have significant adverse effects on the environment and that a Negative Declaration could be prepared. The Initial

Study/Negative Declaration (IS/ND) was published for a 21-day review and comment period commencing on August 11, 2021. No comments have been received as of the date of this report.

FINANCIAL IMPACT:

Costs associated with cannabis-related work includes the following:

- Contract with HdL totaling $30,000
- Cost to place the ballot measure on the November 3, 2020 election was approximately $100,000.
- Publication and distribution of public notices (Initial Study availability/intent to adopt a Negative Declaration and public hearing) fees totaling approximately $1,400
- Various staff time and City Attorney fees

Note that HdL contract cost may be recovered by fees from potential applicants should the City permit cannabis activities in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While not specifically addressed, the requested action is consistent with the Vision Madera 2025 Plan; Effective Government: Strategy 115. – Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

The Council may direct staff to return with additional information or provide an alternative action.

ATTACHMENTS:

1. Ordinance, Municipal Code Update
2. Initial Study/Negative Declaration pursuant to the California Environmental Quality act

AN ORDINANCE OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 6-5.33 (D) OF TITLE VI, CHAPTER 5 OF THE MADERA MUNICIPAL CODE RELATING TO LOCATION AND DESIGN OF CANNABIS BUSINESSES

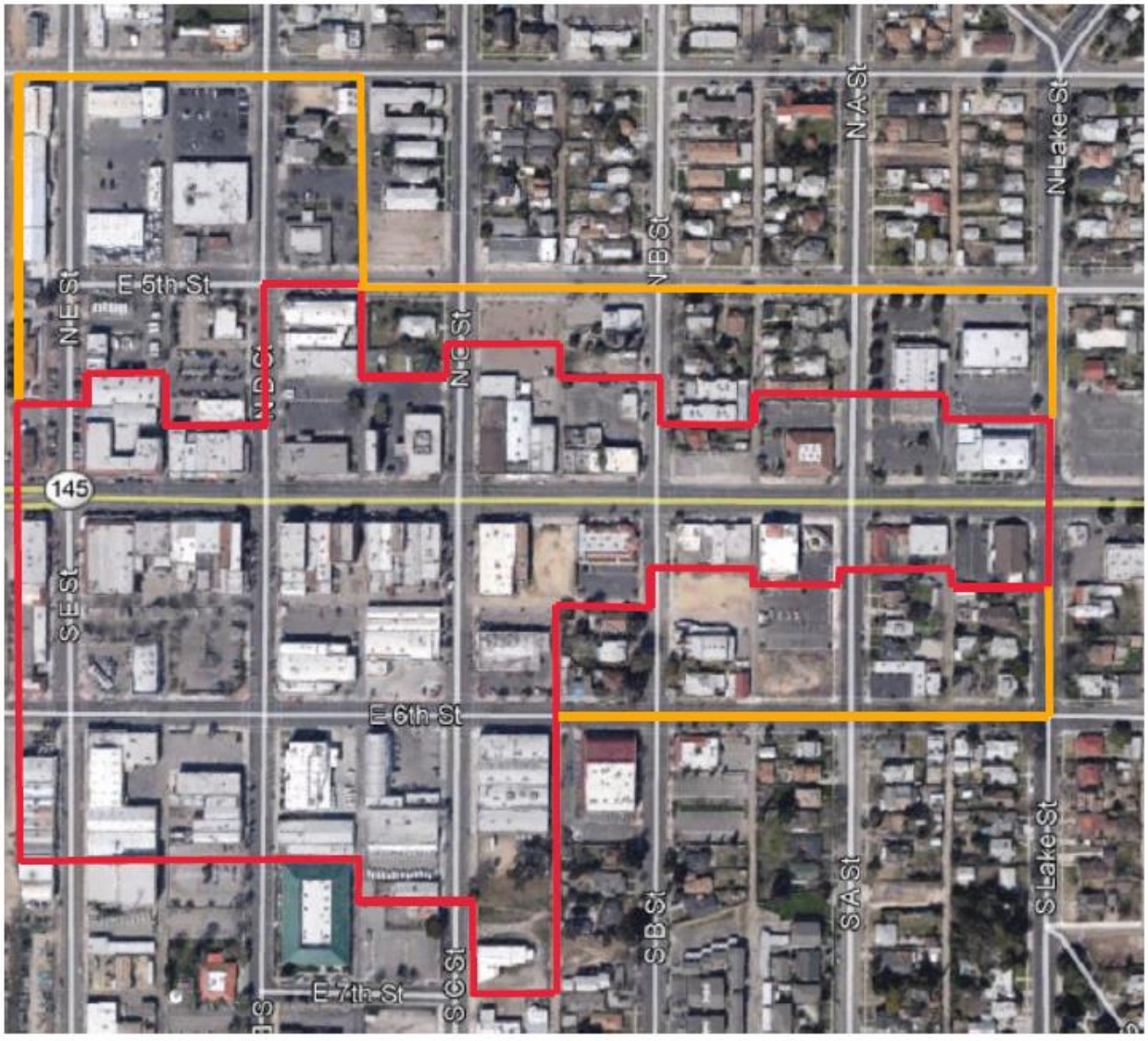
THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Subsection 6-5.33 (D) of Title VI, Chapter 5 of the Madera Municipal Code is amended to read as follows:

(D) The distance requirements prescribed in this section (§6-5.33) shall not apply to:

(1) The Fresno River
(2) Rotary Park, Courthouse Park, Wells Center (including the community garden and Centennial Park), Frank Bergon Center, and Lions Town and Country Community Park
(3) Madera County Fairgrounds
(4) Madera Municipal Golf Course
(5) Madera County Library
(6) Madera Downtown Business Improvement Area as depicted in the following diagram

Madera Downtown Business Improvement Area



Benefit Zone A: subject to Parking District and MDBID Assessments

Benefit Zone B: subject to MDBID Assessment

SECTION 2. California Environmental Quality Act (CEQA). The City Council, after review and consideration of environmental assessment found that on the basis of the whole record before it that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the Council's independent judgment and analysis.

SECTION 3. CEQA. The City Council further finds that the project will not cause substantial environmental damage to fish and/or wildlife and their habitats, nor have the potential for adverse effect(s) on wildlife resources or the habitat upon which wildlife depends. The Negative

Declaration prepared for the text amendment of the Madera Municipal Code is in conformance with State and local environmental guidelines and adopted said Negative Declaration and a Notice of Determination will be recorded with the County Recorder.

SECTION 4. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 6. Effective Date. This ordinance shall become effective thirty days from the date of adoption.

City of Madera
Cannabis Business Location Setback Exemptions Amendment

Initial Study / Negative Declaration

August 2021

Prepared by:

The City of MADERA

Planning Department
205 W. 4th Street
Madera, CA 93637

Table of Contents

Chapter 1 Introduction 1-1
1.1 Regulatory Information 1-1
1.2 Document Format 1-1
Chapter 2 Project Description 2-3
2.1 Project Background 2-3
2.1.1 Project Title 2-3
2.1.2 Lead Agency Name and Address 2-3
2.1.3 Contact Person and Phone Number 2-3
2.1.4 Study Prepared By 2-3
2.1.5 Project Location 2-3
2.1.6 Zoning 2-3
2.1.7 Description of Project 2-4
2.1.8 Other Public Agencies Whose Approval May Be Required 2-8
2.1.9 Consultation with California Native American Tribes 2-8
Chapter 3 Determination 3-12
3.1 Environmental Factors Potentially Affected 3-12
3.2 Determination 3-13
Chapter 4 Impact Analysis 4-1
4.1 Aesthetics 4-1
4.1.1 Environmental Setting 4-1
4.1.2 Impact Assessment 4-1
4.2 Agriculture and Forestry Resources 4-3
4.2.1 Impact Assessment 4-3
4.3 Air Quality 4-5
4.3.1 Environmental Setting 4-5
4.3.2 Impact Assessment 4-5
4.4 Biological Resources 4-8
4.4.1 Environmental Setting 4-8
4.4.2 Impact Assessment 4-11
4.5 Cultural Resources 4-13

4.5.1 Impact Assessment 4-13
4.6 Energy 4-14
4.6.1 Environmental Setting 4-14
4.6.2 Impact Assessment 4-15
4.7 Geology and Soils 4-16
4.7.1 Environmental Setting 4-17
4.7.2 Impact Assessment 4-17
4.8 Greenhouse Gas Emissions 4-20
4.8.1 Environmental Setting 4-20
4.8.2 Impact Assessment 4-22
4.9 Hazards and Hazardous Materials 4-23
4.9.1 Environmental Setting 4-23
4.9.2 Impact Assessment 4-24
4.10 Hydrology and Water Quality 4-26
4.10.1 Environmental Setting 4-27
4.10.2 Impact Assessment 4-28
4.11 Land Use and Planning 4-30
4.12 Mineral Resources 4-31
4.12.1 Environmental Setting 4-31
4.12.2 Impact Assessment 4-31
4.13 Noise 4-32
4.13.1 Environmental Setting 4-32
4.13.2 Impact Assessment 4-37
4.14 Population and Housing 4-38
4.14.1 Impact Assessment 4-38
4.15 Public Services 4-39
4.15.1 Impact Assessment 4-39
4.16 Recreation 4-41
4.16.1 Impact Assessment 4-41
4.17 Transportation 4-42
4.17.1 Environmental Setting 4-42
4.17.2 Impact Assessment 4-42

4.18 Tribal Cultural Resources 4-44
4.18.1 Environmental Setting 4-44
4.18.2 Impact Assessment 4-45
4.19 Utilities and Service Systems 4-46
4.19.1 Environmental Setting 4-46
4.19.2 Impact Assessment 4-47
4.20 Wildfire 4-49
4.20.1 Environmental Setting 4-49
4.20.2 Impact Assessment 4-49
4.21 CEQA Mandatory Findings of Significance 4-51
4.21.1 Impact Assessment 4-51
Appendix A 1
Ordinance 976 C.S. 1
Appendix B 2
Ordinance No. 977 C.S. 2

List of Figures

Figure 2-1 – Area Map

Figure 2-2 – Project Update Overview

Figure 2-3 – Project Update Detail

Chapter 1 Introduction

The City of Madera (City) has prepared this Initial Study/Negative Declaration (IS/ND) to address the environmental effects of the proposed amendment to Section 6-5.33(D)(2) of Chapter 5 of Title VI of the City of Madera Municipal Code (MMC) (Location and Design of Cannabis Businesses) to include Lions Town & Country Community Park as a public facility exempt when siting a cannabis business from any parcel in the City designated by state law as a sensitive use ("Project"). Pursuant to 6-5.33, cannabis business shall be no closer than 600 hundred feet from any zoned parcel in the City designated by state law as a sensitive use. Lions Town & Country Community Park is located at 2300 Howard Road, between South Schnoor Avenue and South Granada Drive. This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. The City of Madera is the CEQA lead agency for this proposed Project. The site and the proposed Project are described in detail in Chapter 2 Project Description.

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, *et seq*.)-- also known as the CEQA Guidelines-- Section 15064 (a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is *no substantial* evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

a. *The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or*
b. *The IS identified potentially significant effects, but:*
    1. *Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed ND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and*
    2. *There is no substantial evidence, in light of the whole record before the agency, that the proposed Project as revised may have a significant effect on the environment.*

1.2 Document Format

This Initial Study/Negative Declaration (IS/ND) contains four chapters plus appendices. Chapter 1 Introduction, provides an overview of the proposed Project and the CEQA process. Chapter 2 Project Description provides a detailed description of proposed Project components. Chapter 3 Determination identifies the environmental factors potentially affected based on the analyses contained in this IS and

includes with the Lead Agency's determination based upon those analyses. Chapter 4 Impact Analysis presents the CEQA checklist and environmental analyses for all impact areas and the mandatory findings of significance. A brief discussion of the reasons why the Project impact is anticipated to be potentially significant, less than significant with mitigation incorporated, less than significant or why no impacts are expected is included.

Chapter 2 Project Description

2.1 Project Background

2.1.1 Project Title

City of Madera Cannabis Business Location Setback Exemptions Amendment

2.1.2 Lead Agency Name and Address

City of Madera
205 W. 4th Street
Madera, CA 93637

2.1.3 Contact Person and Phone Number

Lead Agency Contact

John Thomason, Senior Planner
(559) 661-5400
jthomason@madera.gov

Applicant Information

City of Madera
205 W. 4th Street
Madera, CA 93637

2.1.4 Study Prepared By

City of Madera
205 W. 4th Street
Madera, CA 93637

2.1.5 Project Location

The Project site is limited to a 600-foot radius of Lions Town & Country Community Park, located at 2300 Howard Road, between South Schnoor Avenue and South Granada Drive in the City of Madera.

2.1.6 Zoning

The Project site is the 600-foot radius from Lions Town & Country Community park in all directions, which includes the following zones:

- Residential 1 (R-1) to the west and north;
- Neighborhood Commercial (CN) to the west;
- Planned Development 6000 (PD 6000) to the southwest;

- Residential 3 (R-3) to the northwest;
- Industrial Park (IP) to the south;
- Public Facilities (PF) to the southeast;
- Industrial (I) to the southeast;
- Light Commercial (C-1) to the east;
- Heavy Commercial (C-2) to the east;
- Professional Office (PO) and PD 6000 to the northeast.

2.1.7 Description of Project

Project Description

On June 27, 2016, the State of California enacted the Medical Cannabis Regulatory Safety Act ("MCRSA") to protect residents' use of medical cannabis and to establish regulations for personal and commercial medical cannabis activity. On November 8, 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act ("AUMA") to regulate personal and commercial non-medical marijuana activity. On January 1, 2018, the State began issuing temporary commercial licenses for medicinal and non-medicinal cannabis. Many California cities and counties are now implementing local cannabis regulations. In November 2020, the City of Madera voters adopted an ordinance establishing a Cannabis Business Tax and the adoption of both regulatory and zoning ordinances as described below.

The purpose and intent of the cannabis regulatory ordinance is to provide access to adult-use cannabis for persons aged 21 and over as authorized AUMA ("Proposition 64") approved by the California Voters in 2016, while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. It is the purpose and intent of the Municipal Code in conjunction with the cannabis regulatory ordinance, to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with State law.

The previously adopted amendments defined buffer zones of 600 feet around sensitive uses, with some exceptions. The proposed Project analyzed herein would include Lions Town & Country Community Park as an exempt sensitive use, allowing the possibility that the relevant zones (C-1, C-2, I, or IP) within a 600-foot buffer of the park could experience cannabis-related development in the future.

RELEVANT ADOPTED AMENDMENTS:

Various changes to the Municipal Code as it relates to cannabis have been adopted by City Council, including (in order as outlined in the two Ordinances):

- Title X: Planning and Zoning of the Municipal Code
- Title VI, Chapters 1 and 5 (Businesses, Professions, and Trades)
- Title IV, Chapter 15 (Public Welfare)

The following provides a summary of the amendments relevant to the proposed Project:

1. Zoning Ordinance Amendments

The cannabis regulatory ordinance adopted by Council is subject to the Zoning Code's ability to permit the cultivation, processing, manufacturing, testing, distribution, and the sale of cannabis and cannabis products pursuant to meeting specific requirements.

The Zoning districts specific to implementing the proposed cannabis regulatory ordinance are the C-1 (Light Commercial), C-2 (Heavy Commercial), I (Industrial), and the IP (Industrial Park) Zones. Absent amending the Zoning Ordinance, cannabis related activities within the City would not be possible. Therefore, Council amended the Zoning Ordinance. As noted above, the following zones would be affected by the proposed Project (areas within 600 feet of Lions Town & Country Community Park, proposed to be excluded as a sensitive use):

- Residential 1 (R-1)
- Neighborhood Commercial (CN)
- Planned Development 6000 (PD 6000)
- Residential 3 (R-3) to the
- Industrial Park (IP) to the
- Public Facilities (PF) to the
- Industrial (I)
- Light Commercial (C-1)
- Heavy Commercial (C-2)
- Professional Office (PO)

Of these, the areas within 600 feet of the park in C-1, C-2, I, and IP zones would be affected as the adopted ordinances would apply to these areas whereas before they were excluded as the park was designated a sensitive use.

Relevant language adopted by City Council for these three zones as it relates to cannabis is below:

A. Section §10-3.802 (Light Commercial Zone District; C-1)

Section 10-3.802 details the uses permitted. Subsection (A) would be amended to allow the sale of cannabis and cannabis products in a C-1 zone by right as follows:

(A) The following retail stores selling new merchandise exclusively and personal service establishments within a building, including:

~~(43) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification;~~

(43) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(44) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use

listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

B. Section §10-3.902 (Heavy Commercial; C-2)

Section §10-3.902 details allowable uses in the C-2 (Heavy Commercial) zone by right. Subsection (A) would be amended to allow the sale of cannabis and cannabis products in a C-1 zone by right as follows:

(A) The following uses shall be permitted in the C-2 zone:

(7) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

C. §10-3.1002 (Industrial Zone District; I)

Section §10-3.1002 details allowable uses in the I (Industrial) zone. Subsection (A) would be amended to allow the cultivation, distribution, manufacturing, testing labs, and retail of cannabis and cannabis products as follows:

(A) The following uses shall be permitted in I zones:

~~(17) Other retail and wholesale stores or storage and service establishments, light industrial and manufacturing uses determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification~~

(17) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(18) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(19) Other retail and wholesale stores or storage and service establishments, light industrial and manufacturing uses determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

D. §10-3.11.503 (Industrial Park Zones; IP)

Section 10-3.11.503 details allowable uses in the IP (Industrial Park) zone. Subsection (A) would be amended to allow the cultivation, distribution, manufacturing, testing labs, and retail of cannabis and cannabis products as follows:

(A) The following uses shall be permitted in IP zones:

(11) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(12) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

2. Regulatory Ordinance (Chapter 5 To Title VI)

The ordinance outlined and codified the process for obtaining a permit to operate a cannabis business. This included the initial application procedure, permittee selection process, renewal, revocation, and transfer of a cannabis business permit. It should be noted that applications will be reviewed per Procedure Guidelines and Review Criteria.

Operating Requirements

Chapter 5 of Title VI of the MMC outlines operating requirements for commercial cannabis businesses, including the location and design, recordkeeping, security measures, general operating requirements, and operating requirements specific to each permitted business type.

Cannabis businesses are restricted to specific commercial and industrial zones and are subject to all the requirements of the zone in which the business chooses to locate. Cannabis businesses must be a minimum 600 feet from any sensitive use, school (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12), commercial daycare, or youth center that is in existence at the time a permit application is deemed complete; however, exceptions are proposed to allow for cannabis activities in certain areas, such as downtown, which are suitable for retail activities.

Potential Cannabis Use - Acreage Gained by Lions Town & Country Park Exclusion as a Sensitive Use

Zone	Acreage Gained
Light Commercial (C-1)	5.77
Heavy Commercial (C-2)	20.57
Industrial (I)	18
Industrial Park (IP)	62

PROPOSED UPDATE TO THE ADOPTED ORDINANCE AS IT RELATES TO CEQA ANALYSIS

The exclusion of Lions Town & Country Community Park as detailed on the figures below is being considered after July 1, 2021, and thus outside of the CEQA exemption cited above. It is for this reason that this document has been prepared.

2.1.8 Other Public Agencies Whose Approval May Be Required

No other public agencies have authority over the implementation of the proposed Project as either Lead or Responsible Agencies under CEQA.

2.1.9 Consultation with California Native American Tribes

Public Resources Code Section 21080.3.1, *et seq. (codification of AB 52, 2013-14)*) requires that a lead agency, within 14 days of determining that it will undertake a project, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to initiate request formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made.

The City of Madera has not received written correspondence from any California Native American Tribe pursuant to Public Resources Code Section 21080.3.1 requesting notification of proposed projects in the City of Madera

Figure 2-1 Area Map

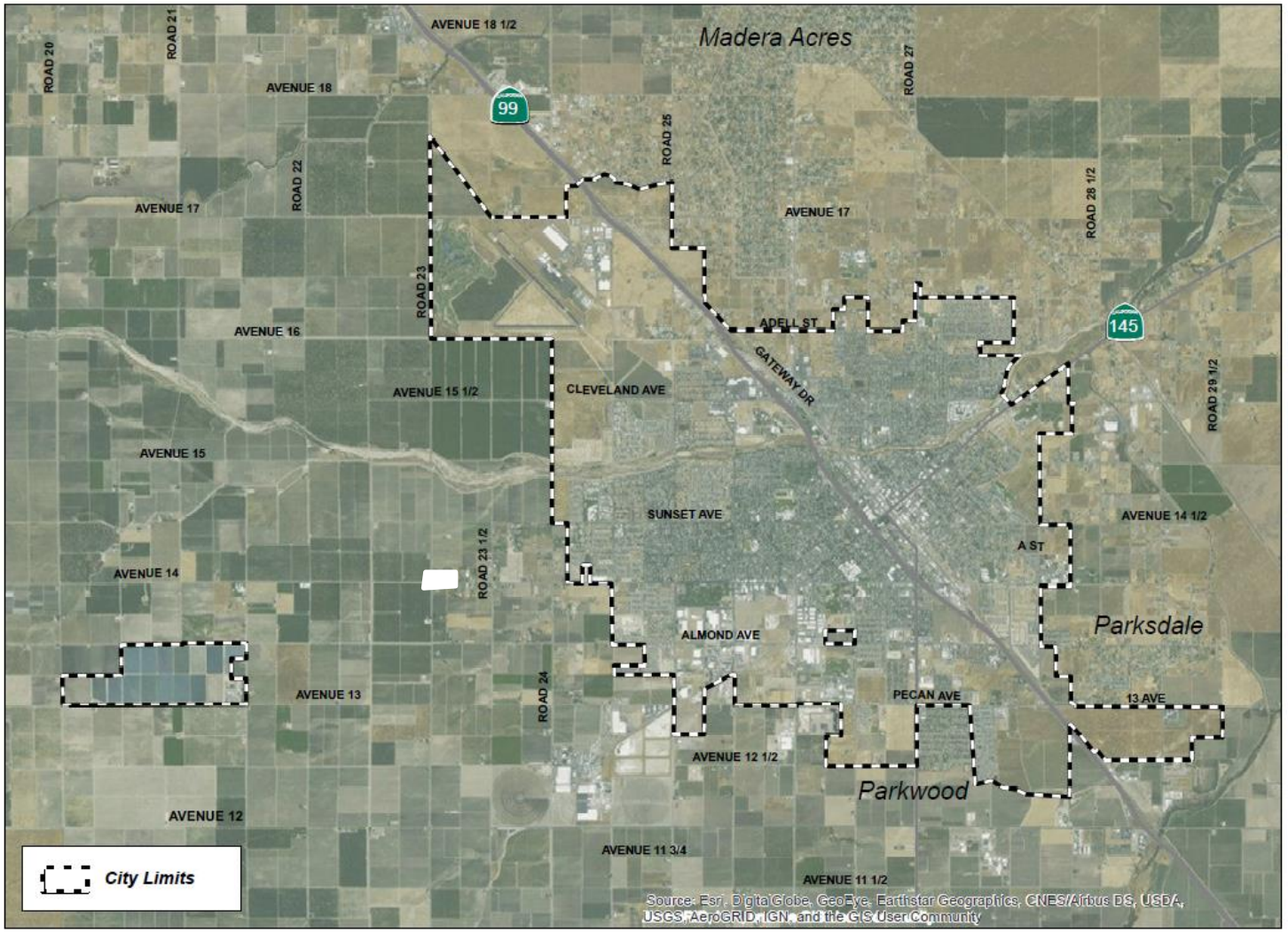


Figure 2-2 Project Update Overview

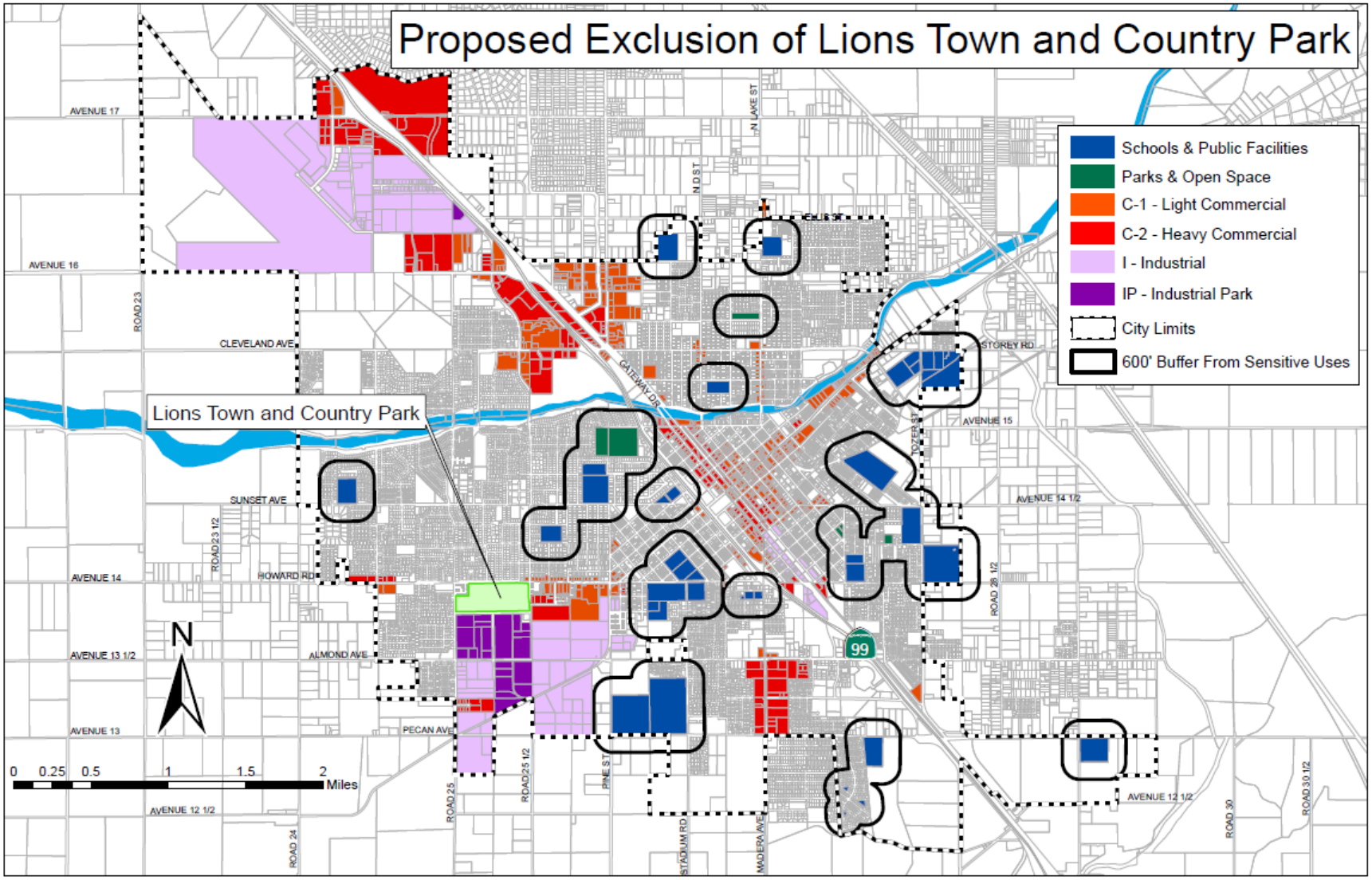
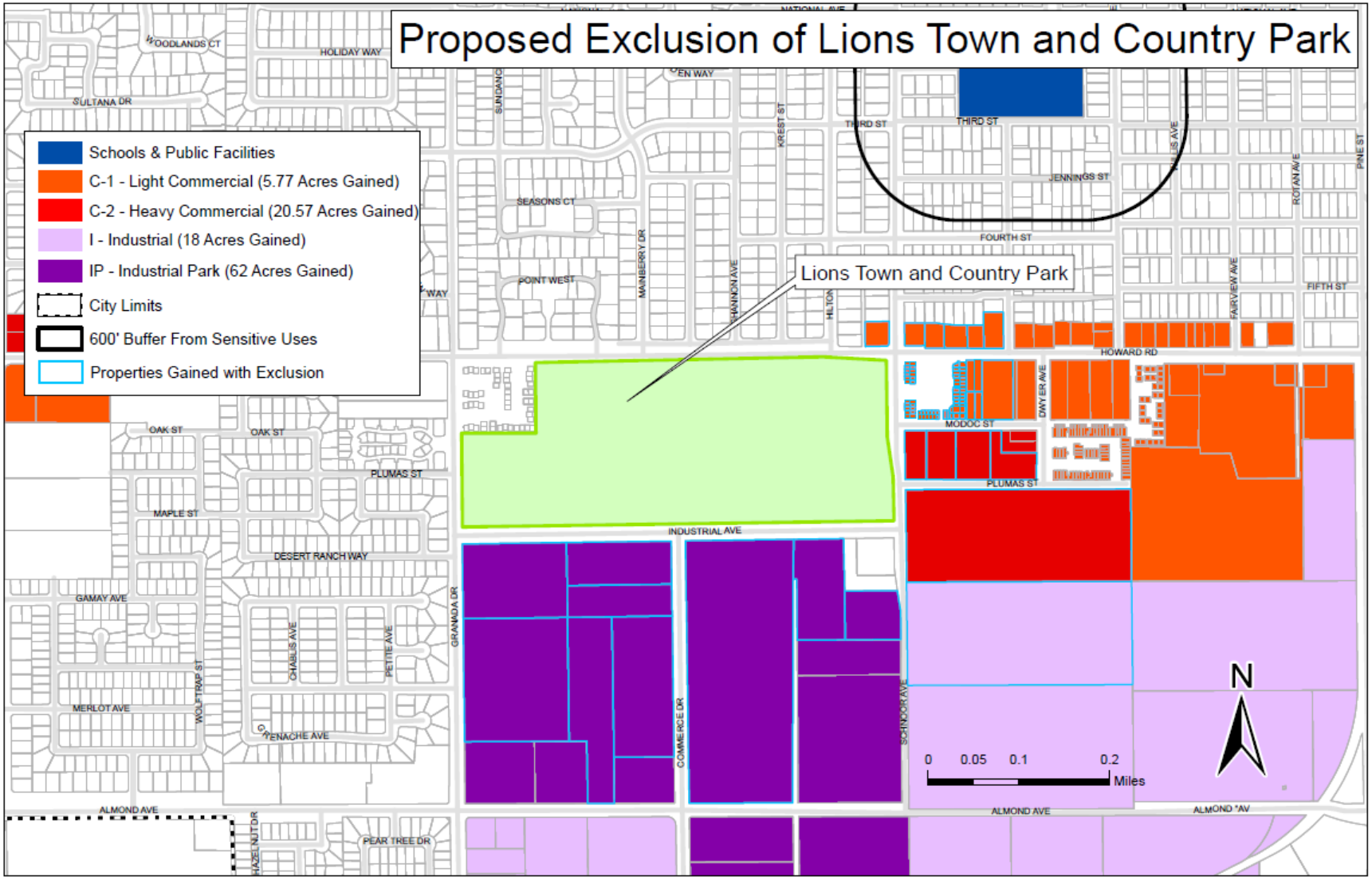


Figure 2-3 Project Update Detail



Chapter 3 Determination

3.1 Environmental Factors Potentially Affected

As indicated by the discussions of existing and baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

☐ Aesthetics	☐ Agriculture & Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

The analyses of environmental impacts in Chapter 4 Impact Analysis result in an impact statement, which shall have the following meanings.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less Than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 Determination

On the basis of this initial evaluation (to be completed by the Lead Agency):

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Gary Conte _____ 8/10/21 _____

Signature Date

Gary Conte, AICP, Planning Manager

Chapter 4 Impact Analysis

4.1 Aesthetics

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

4.1.1 Environmental Setting

The City of Madera is located within Madera County in the San Joaquin Valley, Central California. The City's visual features predominately include urbanized land uses, agricultural land uses, rivers and creeks, and trees. There are no designated State scenic highways within the Project area.

4.1.2 Impact Assessment

a) Would the project have a substantial adverse effect on a scenic vista?

No Impact. The Madera General Plan does not identify or designate scenic vistas within the City's Sphere of Influence; in addition, there are no State-defined scenic vistas within the City. The Project does not propose specific development and therefore could not result in an adverse effect on a scenic vista, including any federal, state, or locally classified scenic vistas or areas, historic resources, or a scenic highway. No impacts would occur, and future development would be subject to site-specific environmental review.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. According to the California State Scenic Highway System Map, no part of the Project area is located within a State Scenic Highway. In addition, no specific development is proposed, and future development would undergo site-specific analysis. No impacts would occur.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The Project site is within an urbanized area that is characterized by industrial and commercial development and thereby, the existing visual character or quality of public views of the site and its surroundings is predominately industrial and commercial. In addition, the Project does not propose specific development and future projects that could occur would be subject to site-specific environmental review. No impacts would occur.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. The addition of the potential development that could occur upon Project implementation could create a new source of light or glare in the Project area, but the light or glare would be generally compatible and equal to existing light sources in the area. In addition, future project-level development would be subject to site-specific environmental review. No impacts would occur.

4.2 Agriculture and Forestry Resources

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

4.2.1 Impact Assessment

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. According to the Farmland Monitoring and Mapping Program, California Important Farmland Finder, the project site affected by the proposed changes is not an area of farmland of significance. The project site is within the urbanized area of the City of Madera. No impacts would occur.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The Project site is not zoned for or is located within an area for agricultural uses and is not under a Williamson Act contract. In addition, the Project does not propose specific development and future development that could occur as a result of Project implementation would undergo site-specific environmental review. No impacts would occur.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. The Project site does not contain forest land or timberland and is not zoned for forestry or timberland uses. In addition, the Project does not propose specific development and future development that could occur as a result of Project implementation would undergo site-specific environmental review. No impacts would occur.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The Project site does not contain forest land or timberland and is not zoned for forestry or timberland uses. In addition, the Project does not propose specific development and future development that could occur as a result of Project implementation would undergo site-specific environmental review. No impacts would occur.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. No portion of the Project footprint is currently zoned for agriculture or under such uses. In addition, the Project does not propose specific development and future development that could occur as a result of Project implementation would undergo site-specific environmental review. No impacts would occur.

4.3 Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

4.3.1 Environmental Setting

The City of Madera lies within the central portion of the San Joaquin Valley Air Basin that is bounded by the Sierra Nevada Mountain range to the east, Coastal Ranges to the west, and Tehachapi mountains to the south. In general, there are four (4) major sources of air pollutant emissions in this Air Basin: motor vehicles, industrial plants, agricultural activities, and construction activities. The San Joaquin Valley Air Pollution Control District (SJVAPCD) oversees the San Joaquin Valley Air Basin.

4.3.2 Impact Assessment

Thresholds of Significance

To assist local jurisdictions in the evaluation of air quality impacts, the SJVAPCD has published the *Guide for Assessing and Mitigating Air Quality Impacts* (GAMAQI). This guidance document includes recommended thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, the SJVAPCD-recommended thresholds of significance are used to determine whether implementation of the proposed Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact to human health and welfare. The thresholds of significance are summarized, as follows:

Short-Term Emissions of Particulate Matter (PM10): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with

Regulation VIII as listed in the SJVAPCD guidelines are not incorporated or implemented, or if project-generated emissions would exceed 15 tons per year (TPY).

Short-Term Emissions of Ozone Precursors (ROG and NOX): Construction impacts associated with the proposed Project would be considered significant if the project generates emissions of Reactive Organic Gases (ROG) or NO_X that exceeds 10 TPY.

Long-Term Emissions of Particulate Matter (PM10): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of PM_{10} that exceed 15 TPY.

Long-Term Emissions of Ozone Precursors (ROG and NOX): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of ROG or NOX that exceeds 10 TPY.

Conflict with or Obstruct Implementation of Applicable Air Quality Plan: Due to the region's nonattainment status for ozone, $PM_{2.5}$, and PM_{10}, if the project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM_{10} would exceed the SJVAPCD's significance thresholds, then the project would be considered to conflict with the attainment plans. In addition, if the project would result in a change in land use and corresponding increases in vehicle miles traveled, the project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans.

Local Mobile-Source CO Concentrations: Local mobile source impacts associated with the proposed Project would be considered significant if the project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e., 9.0 ppm for 8 hours or 20 ppm for 1 hour).

Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than 1.

Odor impacts associated with the proposed Project would be considered significant if the project has the potential to frequently expose members of the public to objectionable odors.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The Project does not propose specific development and therefore does not have the potential to generate air pollutant emissions of any kind. Future development that could occur under the proposed Project would be subject to emissions analyses to determine conflicts with any applicable air quality plans. No impacts would occur.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

No Impact. The San Joaquin Valley Air Basin is in non-attainment for ozone, PM_{10}, and $PM_{2.5}$, which means that certain pollutants' exposure levels are often higher than the normal air quality requirements. As noted above, the Project does not propose specific development and it is therefore not possible to quantify

emissions as a result of its implementation. Future development that could occur upon Project implementation would be subject to site-specific emissions calculations which would inform cumulative analysis of emissions. No impacts would occur.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

No Impact. Sensitive receptors are defined as people that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptor locations include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwelling unit(s). Although sensitive receptors are located within 600 feet of portions of the Project area, it is not known if emissions from future development would expose those receptors to substantial pollutant concentrations as determined by SJVAPCD. Such projects would undergo site-specific environmental analysis to determine the answer to this question. Therefore, no impacts would occur as a result of Project implementation.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

No Impact. Specific land uses that are considered sources of undesirable odors include landfills, transfer stations, composting facilities, sewage treatment plants, wastewater pump stations, asphalt batch plants and rendering plants. Cannabis production facilities also have the potential to emit objectionable odors. However, the Project does not propose specific developments. Future development that could occur as a result of Project implementation would include site-specific analysis to determine if odors would affect substantial numbers of people. No impacts would occur.

4.4 Biological Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

4.4.1 Environmental Setting

According to the California Natural Diversity Database, seven (7) plant and animal special-status species have been found in the City of Madera in the past. The database also shows one (1) "natural community"

that has also been found in the City of Madera. This Natural Community, Northern Hardpan Vernal Pool, contains vernal pools (which fill seasonally during the rainy season) that could harbor sensitive plant and animal species (including fairy shrimps). These vernal pools are generally found in annual grasslands, grasslands where the soils include an impermeable clay-pan layer below the surface, conditions which are widely distributed in the eastern portion of the City.

Sensitive plants and animals that have been found in the City of Madera are listed below.

- Burrowing Owl.
- California Tiger Salamander.
- Blunt nosed leopard lizard.
- California linderiella ("fairy shrimp").
- Vernal pool fairy shrimp.
- Madera leptosiphon.
- Hairy orcutt grass.

Although most of the City of Madera has been changed from its natural condition by farming and urban uses, a few areas of natural habitat remain. These include:

- Annual grasslands.
- Riparian areas.
- Wetlands. In addition, according to state records, one type of "Natural Community" is found in the Planning Area.

The Madera General Plan Conservation Element outlines the following policies related to conservation of biological resources.

Conservation Policy CON-23: The City shall seek to conserve and improve native wildlife and plant habitat in cooperation with governmental agencies, private associations and individuals in Madera.

Conservation Policy CON-24: Residential, commercial, industrial and recreational projects shall avoid impacts to native wildlife and plant habitat to the extent feasible.

Conservation Policy CON-25: The City encourages the preservation of habitat areas needed for the ongoing viability of native species, and habitat connectivity through the use of conservation easements or other methods.

Conservation Policy CON-26: To offset possible additional losses of native wildlife and plant habitat due to development projects, developers shall be responsible for mitigation. Such mitigation measures may include providing and permanently maintaining similar quality and quantity of replacement habitat, enhancing existing habitat areas or paying in-lieu funds to an approved wildlife habitat improvement and acquisition fund. Replacement habitat may occur either on site or at approved offsite locations, but preference shall be given to on-site replacement.

Conservation Policy CON-27: The City supports the revitalization of the Fresno River as an amenity which can be enjoyed by both visitors and residents of Madera and serve as a source of civic pride, while continuing to provide for plant and wildlife habitat opportunities.

4.4.2 Impact Assessment

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

No Impact. The California Department of Fish and Wildlife's Natural Diversity Database indicates seven (7) plant and animal special-status species that have been observed in or near the City of Madera (See Environmental Setting above). Although the Project does not propose specific development and it is therefore unknown whether future development would affect such species, future developments would undergo site-specific analysis to determine if impacts would occur at those sites. No impacts would occur as a result of Project implementation.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. As noted above, the Project does not propose specific development on any specific site. It is therefore not possible to determine if future development under the Project would result in impacts to riparian habitats or other sensitive natural communities. Future developments would undergo site-specific analysis to determine if there would be impacts to habitats. No impacts would occur.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. No specific development is proposed by the Project, and future development under the Project would undergo site-specific analysis to determine any impacts to protected wetlands. No impacts would occur.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. Although it is unlikely that any future development that could occur under the proposed Project would be located in wildlife corridors as the Project area is urbanized, future developments would undergo a site-specific analysis to determine on a project-specific basis. No impacts would occur.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The Madera General Plan Conservation Element outlines policies related to conservation of biological resources. Future developments that could occur upon Project implementation would be required to comply with the policies in the City's Conservation Element. No impacts would occur.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. There are no specific plans that are in place in the City regarding biological resources. As a result, future development that could take place as a result of Project implementation would have no impacts.

4.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☐	☒

4.5.1 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?

No Impact. There are no historic districts in the City, and it is unlikely that future development that would occur under the Project would affect historic resources as new uses would be located in only commercial and industrial zones. In addition, such developments would undergo site-specific environmental review. No impacts would occur.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

No Impact. As with historic resources, it is unlikely that future development under the proposed Project would affect archaeological resources. The City's commercial and industrial zones where development could occur are urbanized and previously disturbed. As the Project does not propose specific development and future development would undergo site-specific environmental analysis, no impacts would occur.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

No Impact. It is unlikely that human remains would be discovered at sites that could be developed under the Project as the sites are likely previously disturbed. Specific sites proposed for development would be evaluated at a project level to determine the likelihood of this occurring. No impacts would occur.

4.6 Energy

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

4.6.1 Environmental Setting

Appendix F – Energy Conservation of the CEQA Guidelines requires consideration of energy implications in project decisions, including a discussion of the potential energy impacts with emphasis on avoiding or reducing inefficient, wasteful and unnecessary consumption of energy resources (Public Resources Code Section 21100(b)(3)). Per Appendix F, a project would be considered inefficient, wasteful and unnecessary if it violated existing energy standards, had a negative effect on local and regional energy supplies and requirements for additional capacity, had a negative effect on peak and base period demands for electricity and other energy forms, and effected energy resources.

The California Energy Commission updates the Building Energy Efficiency Standards (Title 24, Parts 6 and 11) every three years as part of the California Code of Regulations. The standards were established in 1978 in effort to reduce the state's energy consumption. They apply for new construction of, and additions and alterations to, residential and nonresidential buildings and relate to various energy efficiencies including but not limited to ventilation, air conditioning, and lighting.[1] Part 11, or the California Green Building Standards Code (CalGreen), was developed in 2007 to meet the state goals for reducing Greenhouse Gas emissions pursuant to AB32. CalGreen covers five (5) categories: planning and design, energy efficiency, water efficiency and conservation, material and resource efficiency, and indoor environmental quality.[2] The 2019 Building Energy Efficiency Standards went into effect on January 1, 2020. Additionally, the California Air Resources Board (CARB) oversees air pollution control efforts, regulations, and programs that contribute to reduction of energy consumption. Compliance with these energy efficiency regulations and

[1] California Energy Commission, "2019 Building Energy Efficiency Standards." Accessed June 22, 2021, https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2019-building-energy-efficiency.
[2] California Department of General Services, "CALGreen." Accessed June 22, 2021, https://www.dgs.ca.gov/BSC/Resources/Page-Content/Building-Standards-Commission-Resources-List-Folder/CALGreen.

programs ensure that development will not result in wasteful, inefficient, or unnecessary consumption of energy sources.

4.6.2 Impact Assessment

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

No Impact. Energy resources would not be consumed by the Project as it does not propose specific development. Future development that could occur as result of Project implementation would undergo project-specific environmental review to determine energy consumption during both construction and operations. No impacts would occur.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. As stated above, energy resources would not be consumed by the Project as it does not propose specific development. Future development that could occur as result of Project implementation would undergo project-specific environmental review to determine energy consumption during both construction and operations as it relates to State and local plans regarding energy efficiency. No impacts would occur.

4.7 Geology and Soils

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☐	☒

4.7.1 Environmental Setting

The City of Madera is located within the San Joaquin Valley which is part of the Great Valley Geomorphic Providence that is bounded to the east by the Sierra Nevada mountain range, to the west by the Coastal Range, and to the south by the Tehachapi mountains. Madera is generally flat with some areas of slopes including areas near rivers and streams. In addition, the City has no known active earthquake faults and is not in any Alquist-Priolo Special Studies Zones. The nearest active fault is more than 50-miles from the City. Potential ground shaking may occur due to earthquakes on nearby faults. However, compliance with the California Building Code (CBC) would be sufficient to prevent significant damage during seismic events.

CEQA requires an analysis of the Project's impacts on the environment, not the environment's potential impacts on the Project; therefore, shaking, liquefaction, and other seismic activities are less than significant.

4.7.2 Impact Assessment

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

a-i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

No Impact. There are no known active earthquake faults in Madera, nor is Madera within an Alquist-Priolo earthquake fault zone as established by the Alquist-Priolo Fault Zoning Act. Thus, the Project would not cause rupture of a known earthquake fault and therefore, would have no impact. In addition, the Project does not propose specific development and CEQA requires an analysis of a Project's effects on the environment as opposed to the environment's effects on a Project. No impacts would occur.

a-ii) Strong seismic ground shaking?

No Impact. As mentioned above, there are no known active earthquake faults in Madera and the Project site and vicinity are located in an area traditionally characterized by relatively low seismic activity. In addition, the Project does not propose specific development and CEQA requires an analysis of a Project's effects on the environment as opposed to the environment's effects on a Project. No impacts would occur.

a-iii) Seismic-related ground failure, including liquefaction?

No Impact. Liquefaction is a seismic phenomenon in which loose, saturated, fine-grained granular soils behave similarly to a fluid when subjected to high-intensity ground shaking. As previously described, there are no geologic hazards or unstable soil conditions known to exist in the City. In addition, the Project does not propose specific development and CEQA requires an analysis of a Project's effects on the environment as opposed to the environment's effects on a Project. No impacts would occur.

a-iv) Landslides?

No Impact. There are generally no slopes in the City that would put Project sites at risk of landslides. In addition, the Project does not propose specific development and CEQA requires an analysis of a Project's

effects on the environment as opposed to the environment's effects on a Project. No impacts would occur.

b) Would the project result in substantial soil erosion or the loss of topsoil?

No Impact. Developments that could occur under the proposed Project would require typical site preparation activities such as grading and trenching which may result in the potential for short-term soil disturbance or erosion impacts. Such impacts would be addressed by applicable regulations set forth by the Regional Water Quality Control Board (RWQCB), including standards and regulations set forth by the City of Madera for grading and drainage, and subsequent requirements of the State Water Resources Control Board (SWRCB). Further, because the Project would disturb one (1) or more acres of soil it would be subject to the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ) and would need to develop a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer that includes best management practices (BMPs) to be implemented during and post construction, consistent with the California Storm Water Quality Association Best Management Practice Handbooks or equivalent guidelines. Implementation of a SWPPP minimizes the potential for the Project to result in substantial soil erosion or loss of topsoil. However, the Project does not propose specific development and future projects that could occur would be subject to site-specific environmental review. No impacts would occur.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No Impact. The City is in an area of infrequent and low historic seismic activity of nearby faults. Such factors minimize the potential for other geologic hazards such as landslides, lateral spreading, subsidence, liquefaction or collapse. In addition, the Project does not propose specific development and future projects that could occur would be subject to site-specific environmental review. No impacts would occur.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

No Impact. Unstable soils are not known to be an impediment to development in the City of Madera. In addition, the Project does not propose specific development and future projects that could occur would be subject to site-specific environmental review. No impacts would occur.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The Project does not propose specific development; future development that occur under the Project would undergo specific analysis including for wastewater disposal. No impacts would occur.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

No Impact. Although the Project does not propose specific development, there is some possibility that a non-visible, buried site may exist and may be uncovered during ground disturbing construction activities which would constitute a significant impact by future developments. However, such developments would undergo site-specific environmental review that would address the likelihood of encountering

paleontological resources. No impacts would occur.

4.8 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

4.8.1 Environmental Setting

Various gases in the Earth's atmosphere, classified as atmospheric greenhouse gases (GHGs), play a critical role in determining the Earth's surface temperature. Solar radiation enters Earth's atmosphere from space, and a portion of the radiation is absorbed by the Earth's surface. The Earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation.

Naturally occurring greenhouse gases include water vapor (H_2O), carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and ozone (O_3). Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also GHGs, but they are, for the most part, solely a product of industrial activities. Although the direct greenhouse gases CO_2, CH_4, and N_2O occur naturally in the atmosphere, human activities have changed their atmospheric concentrations. From the pre-industrial era (i.e., ending about 1750) to 2011, concentrations of these three GHGs have increased globally by 40, 150, and 20 percent, respectively (Intergovernmental Panel on Climate Change [IPCC], 2013).

GHGs, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO_2), methane (CH_4), ozone (O_3), water vapor, nitrous oxide (N_2O), and chlorofluorocarbons (CFCs).

The emissions from a single project will not cause global climate change, however, GHG emissions from multiple projects throughout the world could result in a cumulative impact with respect to global climate change. Therefore, the analysis of GHGs and climate change presented in this section is presented in terms of the proposed project's contribution to cumulative impacts and potential to result in cumulatively considerable impacts related to GHGs and climate change.

Cumulative impacts are the collective impacts of one or more past, present, and future projects that, when combined, result in adverse changes to the environment. In determining the significance of a proposed

project's contribution to anticipated adverse future conditions, a lead agency should generally undertake a two-step analysis. The first question is whether the combined effects from both the proposed project and other projects would be cumulatively significant. If the agency answers this inquiry in the affirmative, the second question is whether "the proposed project's incremental effects are cumulatively considerable" and thus significant in and of themselves.

The cumulative project list for this issue (climate change) comprises anthropogenic (i.e., human made) GHG emissions sources across the globe and no project alone would reasonably be expected to contribute to a noticeable incremental change to the global climate. However, legislation and executive orders on the subject of climate change in California have established a statewide context and process for developing an enforceable statewide cap on GHG emissions. Given the nature of environmental consequences from GHGs and global climate change, CEQA requires that lead agencies consider evaluating the cumulative impacts of GHGs. Small contributions to this cumulative impact (from which significant effects are occurring and are expected to worsen over time) may be potentially considerable and, therefore, significant.

In assessing the significance of impacts from GHG emissions, Section 15064.4(b) of the CEQA Guidelines states that a lead agency may consider the following:

- The extent to which the project may increase or reduce GHG emissions as compared to the environmental setting.
- Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.
- The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions.

The SJVAPCD's Guidance for Valley Land Use Agencies in Addressing GHG Impacts for New Projects Under CEQA (2009) provides screening criteria for climate change analyses, as well as draft guidance for the determination of significance. [3,4] These criteria are used to evaluate whether a project would result in a significant climate change impact (see below). Projects that meet one of these criteria would have less than significant impact on the global climate.

- Does the project comply with an adopted statewide, regional, or local plan for reduction or mitigation of GHG emissions? If no, then:
- Does the project achieve 29% GHG reductions by using approved Best Performance Standards (BPS)? If no, then
- Does the project achieve AB 32 targeted 29% GHG emission reductions compared with Business As Usual (BAU)?

[3] San Joaquin Valley Air Pollution Control District. (2009). Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA. Accessed June 15, 2021, http://www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf.

[4] San Joaquin Valley Air Pollution Control District. (2000). Environmental Review Guidelines: Procedures for Implementing the California Environmental Quality Act. Accessed June 15, 2021, http://www.valleyair.org/transportation/CEQA%20Rules/ERG%20Adopted%20_August%202000_.pdf

Because BPS have not yet been adopted and identified for specific development projects, and because the City of Madera has not yet adopted a plan for reduction of GHG with which the Project can demonstrate compliance, the California Air Resources Board (CARB) 2017 Climate Change Scoping Plan will be used as an additional threshold of significance for this analysis as the adopted statewide plan for reduction or mitigation of GHGs. Assembly Bill (AB) 32 was enacted by the California State legislature in 2006 with the aim to reduce GHG emissions to levels of 1990 by 2020. Recommended actions to achieve these aims were adopted by the California Air Resources Board (CARB) in 2008 (i.e., the Climate Change Scoping Plan). The Scoping Plan involves several measures to reduce pollution and GHG emissions, indicating a decrease of GHG emissions to 389 million metric tons (MMT) of $CO2_e$ by 2030.

4.8.2 Impact Assessment

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

No Impact. Future development of commercial and industrial cannabis operations that could occur under the proposed Project could lead to GHG emissions at levels of significance as determined by the San Joaquin Valley Air Pollution Control District's adopted thresholds. However, because specific development is not proposed by the Project analyzed herein and such development would undergo site-specific environmental review in the future, no impacts would occur. Such emissions would be quantified on a project-level basis.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. As noted above, future development of commercial and industrial cannabis operations that could occur under the proposed Project could lead to GHG emissions at levels of significance as determined by the San Joaquin Valley Air Pollution Control District's adopted thresholds. However, because specific development is not proposed by the Project analyzed herein and such development would undergo site-specific environmental review in the future, no impacts would occur. Such emissions would be quantified on a project-level basis.

4.9 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

4.9.1 Environmental Setting

For the purposes of this section, the term "hazardous materials" as defined by the California Code of Regulations, are substances with certain physical properties that could pose a substantial present or future

hazard to human health or the environment when improperly handled, disposed, or otherwise managed. Hazardous materials are grouped into the following four categories, based on their properties:

- Toxic: causes human health effect
- Ignitable: has the ability to burn
- Corrosive: causes severe burns or damage to materials
- Reactive: causes explosions or generates toxic gases

A hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. The criteria that define a material as hazardous also define a waste as hazardous. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust. Soil and groundwater having concentrations of hazardous constituents higher than specific regulatory levels must be handled and disposed of as hazardous waste when excavated or pumped from an aquifer. The California Code of Regulations, Title 22, Sections 66261.20-24 contains technical descriptions of toxic characteristics that could cause soil or groundwater to be classified as hazardous waste.

Hazardous materials are routinely used, stored, and transported in Madera that are associated with industrial and commercial/retail businesses, as well as in educational facilities, hospitals, and households. Hazardous waste generators may include industries, businesses, public and private institutions, and households. Federal, state, and local agencies maintain comprehensive databases that identify the location of facilities using large quantities of hazardous materials, as well as facilities generating hazardous waste. Some of these facilities use certain classes of hazardous materials that require risk management plans to protect surrounding land uses.

4.9.2 Impact Assessment

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

No Impact. Cannabis uses that could result from the implementation of the proposed Project do have the potential to transport, use, and dispose of hazardous materials. However, those developments would have to undergo project-level environmental review to determine environmental impacts associated with hazardous materials. No impacts would occur as the Project analyzed herein does not propose specific development.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No Impact. As discussed under item a) above, there is potential for future development that could occur under the proposed Project to handle hazardous materials such that accident conditions could occur. However, those developments would have to undergo project-level environmental review to determine environmental impacts associated with hazardous materials. No impacts would occur as the Project analyzed herein does not propose specific development.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. Although there is the possibility that future developments would be within one-quarter mile of a school, the Project does not propose specific development. Future projects would be evaluated on their proximity to existing or proposed schools in a project-level environmental analysis. No impacts would occur.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. Although there is the possibility that future developments would be located on a hazardous materials site, the Project does not propose specific development. Future projects would be evaluated on their proximity to hazardous materials sites in a project-level environmental analysis. No impacts would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. The City of Madera is home to the Madera Municipal Airport in the northwestern portion of the City. The applicable airport land use plan for the Madera Municipal Airport is the Madera Countywide Airport Land Use Compatibility Plan (2015). Although some areas affected by the Project could be located within two miles of the airport, it is not possible to analyze definitively as the Project does not propose specific development. Future development would be analyzed on a site-specific basis to determine any impacts. Thus, no impacts would occur.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. Impacts to emergency response plans are typically the result of a development's construction phase or long-term operations resulting in lane closures on established emergency evacuation routes. Because the Project does not propose specific development, impacts could only be determined by site-specific analysis of future proposed developments. Thus, no impacts would occur.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. The City is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Madera as a Very High Fire Hazard Severity Zone (VHFHSZ). In addition, the Project does not propose specific development. No impacts would occur.

4.10 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☒
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	☒
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
iv) impede or redirect flood flows?	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

4.10.1 Environmental Setting

The City of Madera is part of the San Joaquin River watershed which originates in the Sierra Nevada Mountain range, traveling for approximately 330 miles before converging with the Sacramento River in the Sacramento-San Joaquin Delta. The San Joaquin River forms the western and much of the southern boundary of Madera County. The San Joaquin River watershed is divided into hydrologic areas and subareas. The City of Madera lies within the Madera and Berenda Creek hydrologic area, which both drain to the Fresno River.

As with most Cities in the Central San Joaquin Valley, water demands for the City of Madera are increasing each year. In 2014, the City had an annual demand of 13,800 acre-feet to service the 63,105 population.[5] The City of Madera uses various methods to facilitate groundwater recharge. The Madera General Plan, along with the Madera County Local Hazard Mitigation Plan, and FEMA Flood Insurance Study have noted the Madera County area has good drainage.[6,7]

Stormwater from the City is sent to retention basins to recharge and manage the Madera Subbasin. During drier periods of time, the City has the option to use small purchases of surface water from the Madera Irrigation District (MID) to send to the City's stormwater basins. The proposed Project includes an on-site retention basin to capture stormwater from the subject site. The stormwater will percolate and allow for groundwater recharge. A study conducted by the EPA (among others) discusses urban water management BMPs and has identified successful water quality control within infiltration basins where runoff infiltrated into the ground separates contaminants that attach to the soil and those that dissolve.[8]

The following Madera General Plan policies address groundwater recharge and supplies:

Conservation Element Policy CON-1: The City will coordinate with local, regional, and state water suppliers and water resource managers to identify water management strategies and issues that ensure a clean and sustainable water supply.

Conservation Element Policy CON-2: The City supports the consideration and implementation of a broad range of strategies to ensure the long-term sustainability of its water supply, including strategies related to conservation, reclamation, recharge, and diversification of supply.

Conservation Element Policy CON-3: The City supports natural groundwater recharge and new groundwater recharge opportunities through means such as:

- Developing a comprehensive groundwater recharge program to be applied in conjunction with new development
- Increasing the area on developed sites into which rainwater can percolate

[5] County of Madera (2017). County of Madera Storm Water Resource Plan, op. cit.
[6] City of Madera (2010). General Plan.
[7] County of Madera (2017). Madera County Local Hazard Mitigation Plan Update. op. cit.
[8] United States Environmental Protection Agency. (1999). Preliminary Data Summary of Urban Storm Water Best Management Practices. Accessed July 1, 2021, https://www.epa.gov/sites/production/files/2015-11/documents/urban-stormwater-bmps_preliminary-study_1999.pdf

- Providing areas where rainwater and other water can collect and percolate into the ground.
- Providing for groundwater recharge in storm drainage facilities.
- The use of reclaimed water to recharge the groundwater table.

4.10.2 Impact Assessment

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

No Impact. Although it is unlikely that developments that could be constructed and operated under the Project would consume water such that either water quality standards or waste discharge would be significantly impacted, the Project does not propose specific development. Development that could occur under the Project would undergo site-specific environmental review based upon its own proposed construction and operations. Thus, no impacts would occur.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

No Impact. Because specific developments that could occur under Project implementation would be unlikely to significantly impact groundwater supplies due to the nature of cannabis retail or vertically integrated uses proposed, in addition to the fact that no such developments are proposed by the Project analyzed herein, no impacts would occur.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) result in substantial erosion or siltation on- or off-site.

No Impact. Although it is unlikely that the cannabis developments that could be permitted under the proposed Project would lead to erosion or siltation due to such uses having to implement a Storm Water Pollution Prevention Plan (SWPPP) under the California Construction General Permit (CGP), that would be determined under project-level environmental review. The Project analyzed herein does not propose specific development, therefore no impacts would occur.

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

No Impact. As discussed above, the Project does not propose specific development. Site-specific environmental analysis include surface runoff potential would be conducted for developments proposed in the future. No impacts would occur.

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

No Impact. As previously described above, the Project does not propose specific development so it is not possible to determine if future developments under the project would create or contribute runoff that would exceed the capacity of stormwater drainage systems. Such development would undergo site-specific environmental review to determine any impacts regarding this topic. No impacts would occur.

iv) impede or redirect flood flows?

No Impact. Because the Project does not propose specific development it is not possible to determine if flood flows would be impeded or redirected. Future development would be analyzed at a project level to determine any impacts regarding flood flows. No impacts would occur.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundations?

No Impact. Future projects that could be implemented would not be in tsunami or seiche zones, although it is possible that they would be located in flood hazard areas. It is not possible to determine impacts as the Project analyzed herein does not propose specific development, but rather this would be analyzed at a site-specific level when future developments are proposed. No impacts would occur.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The Project does not propose specific development. Future cannabis development that could occur under Project implementation would be evaluated individually to determine if conflicts or obstruction of a water quality control plan or sustainable groundwater management plan would occur. No impacts would result from Project implementation.

4.11 Land Use and Planning

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

a) Would the project physically divide an established community?

No Impact. Typically, physical division of an established community is associated with new, intersecting roadways, or new incompatible uses inconsistent with the planned or existing land uses. The Project does not propose specific development and future projects would be evaluated on their specific proposals in terms of both land use and site location. No impacts would occur.

b) Would the project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. As noted above, the Project does not propose specific development. However, future development would be ensured to comply with the City's land use plans as they would be permitted by right in the commercial and industrial zones. No impacts would occur.

4.12 Mineral Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

4.12.1 Environmental Setting

According to the California Department of Conservation, California Geological Survey's Surface Mining and Reclamation Act (SMARA) Mineral Lands Classification (MLC) data portal, the Project area (the City of Madera) does not contain any state or locally designated mineral resource.[9]

4.12.2 Impact Assessment

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Project sites are not located in any area designated for mineral resource preservation or recovery. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. Therefore, the Project would have no impact.

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. As described above, the Project site is not located in any area designated for mineral resource preservation or recovery. Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. No impacts would occur.

[9]California Department of Conservation. "Surface Mining and Reclamation Act Mineral Lands Classification data portal." Accessed June 1, 2021, https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc

4.13 Noise

Would the project result in?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Generation of excessive ground borne vibration or ground borne noise levels?	☐	☐	☐	☒
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people be residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

4.13.1 Environmental Setting

In general, there are two (2) types of noise sources: 1) mobile source and 2) stationary sources. Mobile source noises are typically associated with transportation including automobiles, trains, and aircraft. Stationary sounds are sources that do not move such as machinery or construction sites. The Madera General Plan Noise Element outlines goals and policies to mitigate health effects of noise in the community and prevent exposures to excessive noise levels. The following goals and policies are applicable to the Project.

Noise Policy N-1. The City will protect residential areas and other noise-sensitive uses from excessive noise by doing the following:

1) Requiring that land uses, roadways, and other sources do not create incompatible noise levels on adjacent parcels.
2) Allowing homes or noise-sensitive uses to be developed only in places where existing and projected noise levels will meet the exterior noise guidelines and standards shown in Policies N-5 and N-6.
3) 3) Requiring that City decisions which would cause or allow an increase in noise created by stationary or mobile sources (such as development of noise-generating land uses or the construction of new or wider roadways) be informed by a noise analysis and accompanied by noise reduction measures to keep noise at acceptable levels. The analysis may be accomplished by reviewing available noise data, by requiring additional information on potential noise that

would be created, or by a noise analysis prepared as part of the project's environmental analysis. Roadway projects which are consistent with the Circulation Map in this General Plan will generally not require the preparation of a noise analysis.

Noise Policy N-2. To implement Policy N-1, the following shall apply:

1) No use regulated by the City shall be permitted to generate noise that would cause the ambient noise on any adjacent parcel to exceed the "completely compatible" 24-hour guidelines shown in Policy N-5 or the 30-minute noise standards in Policy N-6.
2) The City shall ensure that noise mitigation to achieve a "completely compatible" 24-hour exterior noise level and conformance with the 30- minute exterior noise standard is provided in conjunction with any decision2 it makes that would cause a violation of item 1) above.
3) Developers of new residential or other noise-sensitive uses which are placed in environments subject to existing or projected noise that exceeds the "completely compatible" guidelines in Policy N-5 shall be responsible for ensuring that acceptable exterior and interior noise levels will be achieved.
4) The City shall ensure that transportation projects such as new or widened roadways include mitigation measures to maintain at least "tentatively compatible" noise levels as shown in Policy N-5. Mitigation for roadway noise need not be provided where "tentatively compatible" noise guidelines would be exceeded on vacant lands but shall be installed as part of the transportation project where the noise would affect existing homes. In those instances where noise mitigation is not initially triggered, it shall be the responsibility of the project which places residential units on the vacant lands.

Noise Policy N-3. The following definitions shall be used to interpret and implement the policies in this Noise Element.

- "Noise-Sensitive Use" is any use other than residential or commercial for which an acceptable interior or exterior noise level is defined in this General Plan or other uses as determined by the City. Generally, noise-sensitive uses will be those which require a reasonable level of quiet as part of their ordinary functioning.
- Noise standards in residential areas shall be applied to outdoor activity areas. Where the outdoor activity areas are not known, the exterior noise standard shall be applied to all areas within 50 feet of the residential dwelling.
- "Outdoor Activity Areas" for residential uses include rear yard areas, including patios located in a rear yard; private ground-floor patios; and community play areas, pools, etc.
- "Projected Noise Levels" shall be those projected to exist at a time 20 (twenty) years in the future, based on projected future development, traffic, and other factors.
- "Residential Area" is any area designated for residential uses on the Land Use Map of this General Plan.
- "Transportation Noise" consists of noise generated by motor vehicles, trains, and aircraft takeoffs and landings. "Noise-Sensitive Use" is any use other than residential or commercial for which an acceptable interior or exterior noise level is defined in this General Plan or other uses as determined by the City. Generally, noise-sensitive uses will be those which require a reasonable level of quiet as part of their ordinary functioning.
- Noise standards in residential areas shall be applied to outdoor activity areas. Where the outdoor activity areas are not known, the exterior noise standard shall be applied to all areas within 50 feet of the residential dwelling.

- "Outdoor Activity Areas" for residential uses include rear yard areas, including patios located in a rear yard; private ground-floor patios; and community play areas, pools, etc.
- "Projected Noise Levels" shall be those projected to exist at a time 20 (twenty) years in the future, based on projected future development, traffic, and other factors.
- "Residential Area" is any area designated for residential uses on the Land Use Map of this General Plan.
- "Transportation Noise" consists of noise generated by motor vehicles, trains, and aircraft takeoffs and landings.

Noise Policy N-4. The following compatibility standards shall be used to determine whether a proposed use is appropriate for its location, given the projected ambient noise level.

- "Completely Compatible" means that the specified land use is satisfactory, and both the indoor and outdoor environments are pleasant.
- "Tentatively Compatible" means that noise exposure may be of concern, but common building construction practices will make the indoor living environment acceptable, even for sleeping quarters, and outdoor activities will not be unduly disturbed by noise.
- "Normally Incompatible" means that noise exposure warrants special attention, and new construction or development should generally be undertaken only after a detailed analysis of noise reduction requirements is made and needed noise insulation features are included in the design. Careful site planning or exterior barriers may be needed to make the outdoor environment tolerable.
- "Completely Incompatible" means that the noise exposure is so severe that new construction or development should generally not be undertaken.

Noise Policy N-5. The following are the maximum 24-hour exterior noise levels for land designated by this General Plan for residential, commercial/retail, and public parks.

- See Policy N-4 for the definitions of these levels of compatibility.
- These guidelines apply to land designated by this General Plan for these uses. Residential, retail, or public parks which have been developed on land designated for other uses shall be subject to the exterior noise guidelines for the land on which they are located.
- Non-residential uses located on residentially designated land shall be subject to the exterior noise guidelines for residential lands.
- All uses on commercial lands, including non-commercial uses, shall be subject to the standards for commercial land.
- Land use designations not listed above do not have exterior noise compatibility standards. Land use designations with no exterior noise compatibility standard include office and industrial.
- Standards for public schools are set and enforced by the State of California and are not regulated by the City of Madera. Therefore, no standards for public schools are shown in Table N-B.

TABLE N-B: EXTERIOR NOISE COMPATIBILITY GUIDELINES FOR NOISE FROM ALL SOURCES, INCLUDING TRANSPORTATION NOISE (24-HOUR DAY-NIGHT AVERAGE [CNEL/Ldn])

Land Use Designations	Completely Compatible	Tentatively Compatible	Normally Incompatible	Completely Incompatible
All Residential (Single- and Multi-Family)	Less than 60 dBA	60-70 dBA	70-75 dBA	Greater than 75 dBA
All Commercial	Less than 70 dBA	70-75 dBA	Greater than 75 dBA	(1)
Public Parks (Lands designated as Open Space on which public parks are located or planned)	Less than 65 dBA	65-70 dBA	70-75 dBA	Greater than 75 dBA

(1) No "Completely Incompatible" category is shown for commercial uses because not all commercial uses are incompatible with noisy environments. The City may determine as part of the review of individual development proposals that some types of commercial uses are incompatible with noise environments in excess of 75 dBA CNEL.

Noise Policy N-6. The following are the City's standards for maximum exterior non transportation noise levels to which land designated for residential land uses may be exposed for any 30-minute period on any day.

- Where existing ambient noise levels exceed these standards, the ambient noise level shall be highest allowable noise level as measured in dBA Leq (30 minutes).
- The noise levels specified above shall be lowered by 5 dB for simple tonal noises (such as humming sounds), noises consisting primarily of speech or music, or for recurring impulsive noises (such as pile drivers, punch presses, and similar machinery). Example: the Single Family/Duplex standard from 10 p.m. to 7 a.m. for these types of noises is 45 dBA.
- The City may impose exterior noise standards which are less restrictive than those specified above, provided that: 1) The noise impact on the residential or other noise-sensitive use is addressed in an environmental analysis, 2) A finding is made by the approving body stating the reasons for accepting a higher exterior noise standard, and 3) Interior noise standards will comply with those identified in Policy N-7.

Noise Policy N-7. The following are the City's standards for acceptable indoor noise levels for various types of land uses. These standards should receive special attention when projects are considered in "Tentatively Compatible" or "Normally Incompatible" areas.

- Noise created inside a use listed above shall not count toward the acceptable noise levels to be maintained in accordance with this policy.

Noise Policy N-9. The City's preferences for providing noise mitigation are, in order (#1 is the most preferred, #5 the least)

1) Reduce noise at the source.
2) If #1 is not practical, seek to designate land uses which are compatible with projected noise levels.
3) If #1 or #2 are not practical, use distance from the source to reduce noise to acceptable levels.

4) If #1, #2, or #3 are not practical, use buildings, berms, or landscaping or a combination of these to reduce exterior noise to acceptable levels. Use construction techniques (sound-reducing windows, etc.) to reduce interior noise to acceptable levels.
5) The last measure which should be considered is the use of a sound wall to reduce noise to acceptable levels.

Noise Policy N-10. Where they are constructed, sound walls should be:
1) Considered only if proven effective by accompanying noise studies.
2) Be visually attractive, complement the surroundings, and require a minimum of maintenance. (See Community Design Element references to sound wall designs).
3) As small/low as possible consistent with the need to reduce noise to acceptable levels.

Noise Policy N-13. For the purposes of CEQA analysis, a 5 db increase in CNEL or Ldn noise levels shall be normally considered to be a significant increase in noise.

Madera Municipal Code, Chapter 11, Noise Control, sets forth the City's noise controlling regulations. Specific noise prohibitions applicable to the Project are as follows.

§ 3-11.02 Specific Noise Prohibitions.
The following activities area specifically prohibited:

(A) Operating, playing, or permitting the operation or playing of any radio, television set, loudspeaker, stereo, drum, musical instrument, or similar device which produces or reproduces sound which is in violation of the provisions of § 3-11.01 of this title.

(B)*Between the hours of 8:00 p.m. and 6:00 a.m. of the following day.* Noise sources associated with operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, remodeling, paving, or grading of any real property or demolition work which creates sound which is in violation of §3-11.01 of this title is prohibited. Provided, however, the Community Development Director or their designated representative may, for good cause, exempt certain construction work from the provisions of this chapter for a limited time when an unforeseen or unavoidable condition occurs during a construction project and the nature of the project necessitates that work in process be continued until a specific phase is completed. In such circumstance, the contractor or owner shall be allowed to work after 8:00 p.m. and to operate machinery and equipment necessary until the specific work in progress can be completed in a manner which will not jeopardize the inspection or acceptance of a project or create undue financial hardships for the contractor or property owner.

(C)*Between the hours of 10:00 p.m. and 6:00 a.m. of the following day.* Operating or permitting the operation of any mechanically powered saw, drill, grinder, lawn or garden tool, or similar tool which creates sound which is in violation of §3-11.01 of this title.

4.13.2 Impact Assessment

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No Impact. It is possible that the construction of cannabis retail and/or vertically integrated manufacturing facilities could lead to construction or operational level noise emissions in exceedance of the standards detailed above. However, the Project does not propose specific development and future development would undergo project-level noise evaluations including potentially noise technical studies. No impacts would occur.

b) Would the project result in generation of excessive ground borne vibration or ground borne noise levels?

No Impact. As described under item a) above, the Project does not include specific development. Future development would undergo site-specific noise evaluations. No impacts would occur.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people be residing or working in the project area to excessive noise levels?

No Impact. The Project site is more than two miles south of Madera Municipal Airport. No impacts would occur.

4.14 Population and Housing

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

4.14.1 Impact Assessment

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

No Impact. Although it is possible that the development of cannabis commercial and industrial activity under the Project could lead to unplanned population growth, the Project analyzed herein does not propose specific developments. Thus, future developments would be analyzed at a project level to determine if population growth would result from their implementation either directly or indirectly. No impacts would occur.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. Because future developments that could occur under the proposed Project would be located in commercial and industrial areas of the City it is unlikely that people or housing would be displaced. However, such developments would undergo project-level review based on their specific size and location to determine impacts regarding this topic. No impacts would occur.

4.15 Public Services

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

4.15.1 Impact Assessment

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection:

No Impact. Although future development would be protected by fire services, the fact that the Project does not propose specific development ensures that no impacts would occur. Future development would be evaluated on a site-specific basis with regard to such services.

Police Protection

No Impact. Although future development would be protected by police services, the fact that the Project does not propose specific development ensures that no impacts would occur. Future development would be evaluated on a site-specific basis with regard to such services.

Schools

No Impact. Although future development that could occur under the proposed Project would potentially increase employment in the area such that new schools could be required, the Project does not propose specific development. Thus, no impacts would occur.

Parks

No Impact. As with schools, future employment increases associated with specific development under the proposed Project could increase demand on area parks. However, as the Project does not propose specific development, no impacts would occur.

Other Facilities

No Impact. As no specific development is proposed the Project no impacts would occur.

4.16 Recreation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

4.16.1 Impact Assessment

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. Park and recreational facilities are typically impacted by an increase in use from proposed residential development. The Project does not propose specific development; thus, there would be no increased demand for existing neighborhood and regional parks, or other recreation facilities associated with the Project. No impacts would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. The Project would permit future cannabis uses under specific circumstances in specific land uses and zones. Such projects would undergo site-specific environmental analysis and are unlikely to be of a nature and scale such that employment would be generated at levels that would necessitate new or improved recreational facilities. No impacts would occur.

4.17 Transportation

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☐	☒
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)??	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

4.17.1 Environmental Setting

Under Senate Bill 743 (SB743), traffic impacts associated with development projects in the State of California must be analyzed using the Vehicle Miles Traveled (VMT) metric as opposed to Level of Service (LOS). Because the proposed Project does not propose specific development, VMT calculations could not be performed. Future development that could occur under the Project would undergo site-specific VMT analysis per regulations adopted by the Madera County Transportation Commission (MCTC).

4.17.2 Impact Assessment

a) Would the project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

No Impact. The proposed Project does not propose specific development and future development that could occur upon Project implementation would be required to undergo site-specific VMT analysis. As a result, no impacts would occur.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

No Impact.

Vehicle Miles Traveled

Senate Bill (SB) 743 requires that relevant CEQA analysis of transportation impacts be conducted using a metric known as vehicle miles traveled (VMT) instead of Level of Service (LOS). VMT measures how much actual automobile travel (additional miles driven) a proposed project would create on California roads. If the project adds excessive automobile travel onto roads, then the project may cause a significant

transportation impact.

The State CEQA Guidelines were amended to implement SB 743 by adding Section 15064.3. Among its provisions, Section 15064.3 confirms that, except with respect to transportation projects, a project's effect on automobile delay shall not constitute a significant environmental impact. Therefore, LOS measures of impacts on traffic facilities are no longer a relevant CEQA criteria for transportation impacts.

CEQA Guidelines Section 15064.3(b)(4) states that "[a] lead agency has discretion to evaluate a project's VMT, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's VMT and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate VMT and any revision to model outputs should be documented and explained in the environmental document prepared for the project." Below is a discussion of the threshold and analysis used to analyze VMT impacts from the proposed Project.

According to page 19 of the Technical Advisory on Evaluating Transportation Impacts in CEQA published by the Governor's Office of Planning and Research (OPR), "of land use projects, residential, office, and retail projects tend to have the greatest influence on VMT. For that reason, OPR recommends the quantified thresholds described above for purposes of analysis and mitigation. Lead agencies, using more location-specific information, may develop their own more specific thresholds, which may include other land use types." Neither the City of Madera nor the County's Regional Transportation Planning Agency (Madera County Transportation Commission (MCTC)), have established VMT thresholds or guidelines. Since the MCTC and the City of Madera do not have established thresholds or guidelines, the state guidelines, including the Technical Advisory document mentioned above, have been utilized as the default methodology used to analyze VMT impacts.

Although it is likely that any proposed developments that could be implemented under the proposed Project could be screened out and thus VMT impacts determined to be less than significant, such developments would nonetheless be required to undergo both traffic impact and VMT analysis as applicable on a project level. No impacts would occur.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. Because the proposed Project does not specify any development, there are no traffic design features such as curves or intersections. Future development that could be constructed and operated would undergo project-specific analysis. No impacts would occur.

d) Would the project result in inadequate emergency access?

No Impact. Emergency access would only be affected if development construction would result in lane closures or long-term operations would result in restricted road capacity. Because the Project does not propose specific development and such development would undergo site-specific analysis with regard to emergency access, no impacts would occur.

4.18 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	☐	☐	☐	☒
i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

4.18.1 Environmental Setting

Assembly Bill 52 (AB 52) requires consultation with California Native American tribes during the CEQA process to determine potential effects of proposed projects on a tribal cultural resource. Pursuant to Public Resources Code (PRC) Section 21080.3.1, the lead agency shall begin consultation with the California Native American tribe that is traditionally and culturally affiliated with the geographical area of the proposed project. Such significant cultural resources are either sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe which is either on or eligible for inclusion in the California Historic Register or local historic register, or, the lead agency, at its discretion, and support by substantial evidence, choose to treat the resources as a Tribal Cultural Resources (PRC Section 21074(a) (1-2)). To date, the City of Madera has not received a request from any California Native American tribes in the geographic area to be notified about projects in the City of Madera.

4.18.2 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or

No Impact. The Project does not propose specific development. Such development that could occur would be analyzed in a site-specific environmental review including with regard to Tribal Cultural Resources.

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. The Project does not propose specific development. Such development that could occur would be analyzed in a site-specific environmental review including with regard to Tribal Cultural Resources.

4.19 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

4.19.1 Environmental Setting

The Project does not propose specific development. Future projects that could occur as a result of Project implementation would be required to connect to water, sewer, stormwater, and wastewater services provided by the City of Madera and may be subject to fees to be provided such services. In addition, future projects would be subject to compliance with the City's Water System Master Plan (2014), Sanitary Sewer System Master Plan (2014), and Urban Water Management Plan (2015).

4.19.2 Impact Assessment

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No Impact. The project would permit the construction and operation of both vertically integrated and retail only cannabis businesses in specific areas of the City. It is unlikely that such activities would require new water or storm water infrastructure, however the Project analyzed herein does not propose specific development. Future development that could occur under the Project would be subject to project-level environmental review, including on the topic of water and wastewater infrastructure. Because the Project does not propose specific development, no impacts would occur.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

No Impact. As mentioned in the above under item a), the Project is a regulatory and policy ordinance that would permit a limited number of cannabis businesses in certain sections of the City subject to specific regulations. It is unlikely that developments that could be permitted under the Project would use water supplies at a rate such that current water supplies become insufficient. However, the Project does not propose specific development and future development would be subject to project-level environmental review. Therefore, no impacts would occur.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. The City of Madera Wastewater Treatment Plant (WWTP) is the regional facility for disposal of wastewater for residential, commercial, and industrial accounts. As previously mentioned, the Project does not propose specific development and would therefore not generate additional wastewater. No impacts would occur.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact. Although future developments that could occur as a result of Project implementation would be required to comply with Madera Municipal Code, Title V: Sanitation and Health, Chapter 3: Garbage, Refuse, and Recycling, and all other State and local solid waste standards, the Project itself does not propose specific development. Therefore, no impacts would occur as no solid waste would be generated as a result of Project implementation.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. Although vertically integrated cannabis production facilities that would be constructed and operated under the proposed Project have the potential to generate solid waste beyond what is currently

generated in the City, it is not known to what extent as the Project does not propose specific development. Future developments that could occur as a result of Project implementation would undergo site-specific environmental reviews. No impacts would occur.

4.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

4.20.1 Environmental Setting

The Project site is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Madera as a Very High Fire Hazard Severity Zone (VHFHSZ).

4.20.2 Impact Assessment

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project site is not within an area of local responsibility and are not identified by Cal Fire as a Very High Fire Hazard Severity Zone (VHFHSZ). Further, future projects implemented under the cannabis ordinances would be required to comply with adopted emergency response plans and emergency evacuation plans and thereby would not substantially impair any such plans. As such, the Project would have no impact.

b) Due to slope, prevailing winds, and other factors exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The City of Madera does not lie within a VHFHSZ so future projects that could occur under the ordinances both adopted and amended would be unlikely to expose occupants to wildfire hazards beyond existing conditions. However, the Project does not propose specific developments and such developments that could occur in the future would have site-specific environmental evaluations. No impacts would occur.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. Cannabis developments that could occur under the adopted and amended ordinances would be subject to individual environmental review, including infrastructure provision. Because the ordinances do not propose specific development, no impacts would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The Project site is composed of relatively flat, infill properties. As a result, slopes are not expected to be affected by future projects that would be constructed in the Project site. In addition, future developments in the footprint would be required to undergo project-specific environmental evaluation. No impacts would occur.

4.21 CEQA Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

4.21.1 Impact Assessment

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

No Impact. The analyses of environmental issues contained in this Initial Study indicate that the Project is not expected to have substantial impact on the environment or on any resources identified in the Initial Study. Any potential impacts based on specific development that could be developed in the future would be subject to project-level environmental review. No impacts would occur.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are

considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

No Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. As stated elsewhere above, the Project does not propose specific development. No impacts would occur.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No Impact. As stated elsewhere above, the Project does not propose specific development. No impacts would occur. Future development would be evaluated on a project-specific basis.

Appendix A

Ordinance 976 C.S.

ORDINANCE NO. 976 C.S.

AN ORDINANCE OF THE CITY OF MADERA AMENDING SECTIONS 10-3.802, 10-3.902, 10-3.1002, AND 10-3.11.503 OF THE MADERA MUNICIPAL CODE RELATING TO AUTHORIZING COMMERCIAL CANNABIS ACTIVITIES IN CERTAIN ZONE DISTRICTS OF THE CITY

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

SECTION 1. Section 10-3.802 relating to the Light Commercial Zone District (C-1) of the Madera Municipal Code is amended to read as follows:

§ 10-3.802 USES PERMITTED.

(A) The following retail stores selling new merchandise exclusively and personal service establishments within a building, including:

(1) Appliance stores, sales and repair;

(2) Bakeries, limited to retail sales on the same premises;

(3) Banks;

(4) Barber shops;

(5) Beauty parlors;

(6) Bicycle repair and sales;

(7) Book stores;

(8) Candy stores;

(9) Department stores;

(10) Dressmaking or millinery shops;

(11) Drug stores;

(12) Dry goods or notions stores;

(13) Florist shops;

(14) Food stores (groceries, fruits, and vegetables);

(15) Hardware stores;

(16) Insurance offices;

(17) Jewelry stores;

(18) Meat markets or delicatessens;

(19) Nurseries (plant material and supplies);

(20) Offices, business or professional;

(21) Service stations, but not including auto engine and transmission overhauling, tire rebuilding, or battery manufacture;

(22) Restaurants and cafes;

(23) Shoe shops, sales and repair;

(24) Stationery stores;

(25) Studios, photographic;

(26) Tailor shops;

(27) Single bay, fully automatic car wash accessory to a permitted use; and

(28) Apparel stores and boutiques;

(29) Art galleries;

(30) Arts and craft studios;

(31) Automobile parts and supply stores;

(32) Clinics (medical and dental);

(33) Electrical appliance repair shop (small appliances only);

(34) Hobby supplies and craft sales;

(35) Laundries;

(36) Laundromat, self serve;

(37) Locksmith and key shops;

(38) Newspaper and magazine stands;

(39) Newspaper and magazine stands;

(40) Pet shops;

(41) Pharmacies;

(42) Video arcades of five or fewer games;

(43) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(44) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

SECTION 2. Section 10-3-9.202 relating to the Heavy Commercial Zone District (C-2) of the Madera Municipal Code is amended to read as follows:

§ 10-3.902 USES PERMITTED.

(A) The following uses shall be permitted in the C-2 zone:

(1) Any use permitted in the C-1 zone.

(2) Wholesale stores and storage within buildings.

(3) Building material yards.

(4) Lumber yards.

(5) Used secondhand merchandise within enclosed buildings.

(6) Emergency shelter as provided in § 10-3.422.

(7) Cannabis and Cannabis Product Retail Sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

SECTION 3. Section 10-3.1002 relating to the Industrial Zone District (I) of the Madera Municipal Code is amended to read as follows:

§ 10-3.1002 USES PERMITTED.

(A) The following uses shall be permitted in I zones:

(1) Animal hospitals, kennels and veterinarians;

(2) Automobile dismantling and use parts storage, provided such must be conducted wholly within a building;

(3) Boat-building works;

(4) Building materials, sales and storage;

(5) Dairy products processing;

(6) Dwelling for a caretaker or security guard and his immediate family, necessary and incidental to a use located in such zone;

(7) Electrical and electronic instruments, devices and appliances, manufacture and assembly;

(8) Garment manufacture;

(9) Ice and cold storage plants;

(10) Laboratory, experimental and testing;

(11) Machine shops;

(12) Pharmaceuticals and drugs, manufacture;

(13) Prefabrication of buildings;

(14) Stone monument works;

(15) Textile manufacturing;

(16) Accessory buildings and uses customarily incidental to any of the above uses;

(17) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(18) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(19) Other retail and wholesale stores or storage and service establishments, light industrial and manufacturing uses determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification

SECTION 4. Section 10-3.11.503 relating to the Industrial Park Zone District (IP) of the Madera Municipal Code is amended to read as follows:

§ 10-3.11.503 PERMITTED USES.

(A) The following uses shall be permitted in IP zones:

(1) Apparel and other finished products made from fabrics and similar materials;

(2) Books, newspaper and magazine printing and publishing and allied industries;

(3) Electrical and electronic instruments, machinery, equipment and supplies manufacturing;

(4) Furniture and fixture manufacturing;

(5) Fabricated metal products manufacturing, except ordnance machinery and transportation equipment;

(6) Leather and leather products;

(7) Textile mill products;

(8) Professional, scientific, and controlling instruments;

(9) Photographic and optical goods;

(10) Watches and clocks.

(11) Cultivation, Distribution, Manufacturing, Testing Labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

(12) Retail only in conjunction with Vertical Integration Business as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

SECTION 5. CEQA. Until July 1, 2021, Business and Professions Code section 26055, subdivision (h), as amended, provides that the California Environmental Quality Act (CEQA) does not apply to adoption of an ordinance, rule, or regulation by local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. The proposed ordinance is subject to a statutory exemption from CEQA because the City requires discretionary review

and approval, including applicable environmental review pursuant to CEQA of permits or other authorizations to engage in commercial cannabis activity.

SECTION 6. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 8. Effective Date. This ordinance shall become effective thirty days from the date of adoption.

The foregoing Ordinance No. 976 C.S. was introduced and given its first reading at a special meeting of the City Council of the City of Madera held on the 7th day of June 2021 and adopted after a second reading at a regular meeting of the City Council held on 16th day of June 2021 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	District 5 is currently vacant.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Appendix B

Ordinance No. 977 C.S.

ORDINANCE NO. 977 C.S.

AN ORDINANCE OF THE CITY OF MADERA, CALIFORNIA ADDING CHAPTER 5 TO TITLE VI RELATING TO CANNABIS BUSINESSES; REPEALING CHAPTER 15, MEDICAL MARIJUANA AND CULTIVATION, OF TITLE IV, PUBLIC WELFARE; AND ADDING SUBSECTION 95 TO CHAPTER 1, BUSINESS LICENSE, OF TITLE VI, BUSINESS, PROFESSIONS, AND TRADES OF THE MADERA MUNICIPAL CODE

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

SECTION 1. Chapter 5 is added to Title VI of the Madera Municipal Code to read as follows:

CHAPTER 5

CANNABIS BUSINESSES

6-5.01 Title
6-5.02 Purpose and Intent
6-5.03 Legal Authority
6-5.04 Cannabis Cultivation and Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter
6-5.05 Compliance with State and Local Laws and Regulations
6-5.06 Definitions
6-5.07 Cannabis Business Permit Required to Engage in Cannabis Business
6-5.08 Evidence of Cannabis Owners and/or Employees Background Check Required
6-5.09 Personnel Prohibited from Holding a License or from Employment with a Cannabis Business Permittee
6-5.10 Maximum Number and Type of Authorized Cannabis Businesses Permitted
6-5.11 Community Benefits
6-5.12 City's Reservation of Rights
6-5.13 Procedure Guidelines and Review Criteria to Evaluate Cannabis Business Applications
6-5.14 Application Review Process
6-5.15 Exercise of a Cannabis Business Permit
6-5.16 Scope of Approval
6-5.17 Reapplying for a Cannabis Business Permit
6-5.18 Renewal of Cannabis Business Permits
6-5.19 Revocation of Permits
6-5.20 Effect of State License Suspension
6-5.21 Effect of State Revocation
6-5.22 Appeals

6-5.23 Written Request for Appeal
6-5.24 Grounds for Appeal
6-5.25 Appeal Hearing Process
6-5.26 Administrative Hearing and Proceedings
6-5.27 Change in location; updated application form
6-5.28 Transfer of Cannabis Business Permit
6-5.29 City Business License
6.5.30 Building Permits and Inspection
6.5.31 Authorization from the Community Development Director
6.5.32 Right to Occupy and to Use Property
6.5.33 Location and Design of Cannabis Businesses
6.5.34 Limitations on City's Liability
6.5.35 Records and Recordkeeping
6.5.36 Security Measures
6.5.37 Fees and Charges
6.5.38 General Operating Requirements
6.5.39 Amendments to General Operating Requirements
6.5.40 Operating Requirements for Store Front/Retail Facilities
6.5.41 Operating Requirements for Non-Store Front Retailer
6.5.42 Retailer, Non-Store Front Retailer and Microbusiness Delivery Vehicle Requirements
6.5.43 Operating Requirements for Distributors
6.5.44 Operating Requirements for Testing Labs
6.5.45 Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale of Edible and Other Cannabis Products
6.5.46 Operating Requirements for Cultivators
6.5.47 Operating Requirements for Delivery Services
6.5.48 Permissible Delivery Locations and Customers
6.5.49 Promulgation of Regulations, Standards and Other Legal Duties
6.5.50 Community Relations
6.5.51 Fees Deemed Debt to the City
6.5.52 Permit Holder Responsible for Violations
6.5.53 Inspection and Enforcement
6.5.54 Violations declared a public nuisance

6-5.01 Title.

This Chapter shall be known as the Cannabis Business Permit Ordinance of the City of Madera.

6-5.02 Purpose and Intent.

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health

care provider(s), and to provide access to same. It is also the purpose and intent of this Chapter to provide access to adult-use cannabis for persons aged 21 and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act ("AUMA" or "Proposition 64" approved by California voters in 2016), while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. It is the purpose and intent of this Chapter to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law.

6-5.03 Legal Authority.

This Chapter is adopted pursuant to the authority granted to the City by Sections 5 and 7 of Article XI of the California Constitution and the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter "MAUCRSA").

6-5.04 Cannabis Cultivation and Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized by this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution, or transportation (other than as provided under Business and Professions Code Section 26090(e)), of cannabis or cannabis products is expressly prohibited in the City.

6-5.05 Compliance with State and Local Laws and Regulations.

It is the responsibility of the owners and/or operators of any commercial cannabis business within the City limits to ensure that they operate in a manner compliant with this Chapter, all applicable state and local laws, and any regulations promulgated thereunder, including but not limited to the MAUCRSA.

6-5.06 Definitions.

All definitions pertaining to cannabis regulation that appear in Business and Professions Code Section 26001, as codified by Senate Bill 94, the MAUCRSA of 2017, are hereby incorporated by reference. Definitions appearing in this ordinance are either those that are not covered by state law, pre-date Proposition 64 and the MAUCRSA, or are outside the scope of Business and Professions Code Section 26001.

(A) "Applicant" means a person or entity that submits an application for a Cannabis Business Permit under this Chapter.

(B) "Bureau" means the Bureau of Cannabis Control with the California Department of Consumer Affairs, or its successor the Department of Cannabis Control which becomes effective July 1, 2021.

(C) "Cannabis" shall have the same meaning as that appearing in Business and Professions Code Section 26001(f).

(D) "Canopy" shall have the same meaning as that appearing in Title 3, Section 8000(f) of the California Code of Regulations.

(E) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Health and Safety Code Section 11362.7.

(F) "City" shall mean the City of Madera, California.

(G) "City Manager" shall mean the City of Madera City Manager or his or her designee.

(H) "Commercial cannabis business" means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(I) "Cannabis Business Permit" means a regulatory permit issued by the City pursuant to this Chapter to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business' ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the commercial cannabis activity at issue.

(J) "Cannabis Business Permittee" or "Permittee" means a person or entity that has received a Cannabis Business Permit from the City as authorized under this Chapter.

(K) "Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a retailer.

(L) "Distributor" shall have the same meaning as that appearing in Section 26070 of the Business and Professions Code.

(M) "Limited-access area" means an area in which cannabis is stored or held and is only accessible to a permittee and authorized personnel.

(N) "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(O) "Manufacturing site" means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid Cannabis Business Permit for manufacturing from the City of Madera and a valid state license as required for manufacturing of cannabis products.

(P) "Microbusiness" shall have the same meaning as that contained in Section 26070(a)(3) of the Business and Professions Code.

(Q) "Non-retailer business" means a wholesale business which includes cultivation, manufacturing, distribution, and testing labs.

(R) "Non-storefront retailer" is a subset of "Retailer" and is a licensed retail business that is closed to the public and provides product to customers solely by means of a delivery service which the retailer owns and controls.

(S) "Non-volatile solvent" means any solvent used in the extraction process that is not a volatile solvent as defined by state law. For purposes of this chapter, a non-volatile solvent includes carbon dioxide (CO_2) used for extraction and ethanol used for extraction or post-extraction processing.

(T) "Owner" means any of the following:

(1) A person with an aggregate ownership interest of 10 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien or encumbrance.

(2) The Manager of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the person applying for a license. Such an individual includes any of the following:

(a) A general partner of a commercial cannabis business that is organized as a partnership.
(b) A non-member manager or manager of a commercial cannabis business that is organized as a limited liability company.
(c) An officer or director of a commercial cannabis business that is organized as a corporation.
(d) An individual entitled to a share of at least 10 percent of the profits of the commercial cannabis business.

(5) Any individual who assumes responsibility for the license.

(6) When an entity is an owner in a commercial cannabis business, all entities and individuals with a financial interest in the entity shall be disclosed to the City and may be considered owners of the commercial cannabis business. For example, this includes all entities in a multi- layer business structure, as well as the chief executive officer, members of the board of directors, partners, trustees and all persons who have control of a trust and managing members or non-member managers of the entity. Each entity disclosed as having a financial interest must disclose the identities of persons holding financial interests until only individuals remain.

(U) "Package" means any container or receptacle used for holding cannabis or cannabis products.

(V) "Patient" or "qualified patient" shall have the same meaning as that contained in California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which includes within its definition a person who is entitled to the protections of California Health & Safety Code Section 11362.22.

(W) "Person" shall mean any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

(X) "Person with an identification card" shall have the same meaning as that contained in California Health and Safety Code Section 11362.7.

(Y) "Processing" means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.

(Z) "Retailer" or "Storefront Retailer" shall have the same meaning as that contained in Section 26070(a)(1) of the California Business and Professions Code.

(AA) "State license" means a permit or license issued by the State of California, or one of its departments or divisions, under the MAUCRSA and any subsequent related State of California legislation, to engage in cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

(BB) "Topical cannabis" means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by California Health and Safety Code Section 109925.

(CC) "Transport" means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting cannabis activity authorized by the MAUCRSA which may be amended or repealed by any subsequent related State of California legislation. Transport can only be performed by licensed distributors and does not include deliveries of cannabis or cannabis products.

(DD) "Vertical Integration" means a Cannabis Business that will hold a minimum of three (3) non-retail cannabis permit which includes manufacturing, distribution, and at least one cultivation license which shall cultivate at least 20,000 square feet of canopy in the City. A Vertical Integrated business may also be eligible to operate a retail or non-storefront retail business upon evidence of actual operation of at least three non-retail cannabis permit in the City.

(EE) "Volatile solvent" means a solvent as defined by Health and Safety Code Section 11362.3(b)(3) as of the effective date of this article and as subsequently amended.

(FF) "Youth center" means any:

(1) Public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to:

(a) Private youth membership organizations or clubs,
(b) Social service teenage club facilities,
(c) Video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or
(d) Similar amusement park facilities, and
(e) Must be used for youth activities at least 60 percent of the time in a calendar year.

(2) It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on public or private school grounds, or on City, county, or state parks.

(3) This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

6-5.07 Cannabis Business Permit Required to Engage in Cannabis Business.

No person may engage in any cannabis business within the City including cultivation, manufacture, processing, laboratory testing, distributing, dispensing, or sale of cannabis or a cannabis product unless the person meets all of the following requirements:

(A) Possesses a valid Cannabis Business Permit from the City;

(B) Possesses a valid State of California Seller's Permit;

(C) Possesses a valid City cannabis business license tax certificate; and

(D) Is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and the cannabis activities, including the duty to obtain any required state licenses.

6-5.08 Evidence of Cannabis Owners and/or Employees Background Check Required.

(A) Any person who is an owner, employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.

(B) Cannabis business owners, operators, investors, managers, and employees shall be required to submit to a criminal background check for themselves and all persons in their employment.

(C) The City shall conduct criminal background checks which must at a minimum identify the following:

(1) Whether the individual applying for employment has ever been convicted of a violent felony as defined by California Penal Code 667.5 or equivalent offenses in other states;

(2) Whether the owner or employee has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or

(3) Whether the owner or employee has ever been convicted of the illegal use, possession, transportation, distribution, or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, not including cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(D) Evidence of a conviction of any the offenses enumerated in Section 6-5.08(c) shall be grounds for denial of employment.

(E) Violation of this section shall be grounds for immediate suspension of the business' operating Cannabis Business Permit, pending a hearing before the City Manager within 30 days for a final determination of the status of the permit.

6-5.09 Personnel Prohibited from Holding a License or from Employment with a Cannabis Business Permittee.

(A) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, in which any of the following actions or notices have been issued for non-compliance, shall not be eligible to obtain a Cannabis Business Permit from the City or from employment with a Cannabis Business Permittee in the City of Madera:

(1) The applicant has been denied a cannabis license due to a disqualifying factor or has had a cannabis license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;

(2) The applicant was notified by the state, county, or city that it was conducting cannabis activity in violation of City ordinances, codes, and requirements, and failed to cure the violation in a timely manner;

(3) Evidence that the applicant is delinquent in payment of federal, state, or local taxes and/or fees, and has taken no steps to cure the delinquency when notified by the appropriate agencies;

(4) As of June 16, 2021, applicant was conducting cannabis activity in the City of Madera in violation of local and state law.

(B) No person shall be issued a Cannabis Business Permit to operate if that person enters into either a verbal or written agreement to lease, sublease, or any other agreement for any terms of use of the premises granted by a property owner, commercial broker or any third party, that is in violation of Section 6-5.07 above unless that property is leased at fair market value. Any such lease, sublease or agreement shall not contain terms or conditions requiring the Cannabis Businesses Permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

6-5.10 Maximum Number and Type of Authorized Cannabis Businesses Permitted.

This section is only intended to create a maximum number and types of cannabis businesses that may be issued permits to operate in the City.

(A) The number of each type of cannabis business that shall be permitted to operate in the City shall be established by resolution by the City Council.

(B) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of Cannabis Business Permits which are authorized for issuance and make any changes by resolution.

(C) The City Council at its sole discretion may determine that the number and/or types of Cannabis Business Permits should remain the same or be modified.

6-5.11 Community Benefits.

(A) The application procedure process shall include a component on community benefits.

(B) Any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City's approval, if and when a Cannabis Business Permit is issued. Such terms and conditions shall be in addition to the requirements of this Chapter.

(C) Community benefits may include but will not be limited to: in-kind donations; sponsorship of community events; financial support or otherwise, for special community events such as fairs, afterschool programs, youth centers, Boys and Girls Clubs, local schools whether public or private; school athletic programs; school clubs; community centers, homeless shelters, senior centers and/or senior living facilities, parks and recreation programs.

6-5.12 City's Reservation of Rights.

The City reserves the right to reject any or all applications for a Cannabis Business Permit. Prior to such permit issuance, the City may modify, postpone, or cancel any request for applications, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to a failure to comply with other requirements in this Chapter, an application may be rejected for any of the following reasons:

(A) The application was received after the designated time and date of the deadline.

(B) The application did not contain the required elements, exhibits, or was not organized in the required format.

(C) The application was considered not fully responsive to the request for a permit application.

6-5.13 Procedure Guidelines and Review Criteria to Evaluate Cannabis Business Applications.

(A) By resolution the City Council shall adopt Procedure Guidelines (also referenced as application process in this Chapter) and Review Criteria for the City's evaluation of cannabis business permit applications.

(B) The Procedure Guidelines shall provide the process for soliciting applications including time frames, limitations, requirements, forms, and rules for completing applications.

(C) The Review Criteria shall include detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to particular sets of criteria.

(D) The scoring on Review Criteria shall be used to determine which candidates will be eligible to participate in the interview or other decision process as determined by City Council resolution.

(E) The City Manager shall be authorized to prepare any necessary forms and adopt any necessary rules to implement the Procedures Guidelines and Review Criteria.

(F) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the application process.

(G) For applicants with ten or more employees, the applicant shall attest that the applicant has entered into a labor peace agreement and will abide by the terms of the agreement, and the applicant shall provide notarized statement thereof to the City. For applicants that have not yet entered into a labor peace agreement, the applicant shall provide a notarized statement indicating that within 30-days of receipt of cannabis permit from the City, the applicant will enter into and abide by the labor peace agreement.

6-5.14 Application Review Process.

(A) Applications will be reviewed per the Procedure Guidelines and Review Criteria and will be either denied or approved.

(B) Once the proposed locations of approved applications have been identified, the Community Development Director, or his or her designee shall verify whether they are

properly zoned for the type of license(s) in which the applicant has applied. If permitted, a zoning verification letter shall be issued.

(C) Only approved applications meeting guidelines set by City Council resolution will be eligible to participate in the final selection process.

(D) Upon the completion of the review process, a public meeting shall be set in which concerns of residents, businesses, and community organizations alike may be brought before the City.

(E) The Community Development Director, or his or her designee shall conduct the public meeting to solicit community feedback.

(F) Public Notice shall be mailed at least ten (10) days prior to the public meeting to the following:

(1) All property owners of record within a minimum 300-foot radius of the subject property as shown on the latest available assessment role or a larger radius if deemed necessary by the Community Development Director, or his or her designee in order to provide adequate public notification; and

(2) Any person or group who has filed a written request for notice regarding the specific application.

(3) Failure to Notify Individual Properties. The validity of the proceedings shall not be affected by the failure of any property owner, resident or neighborhood or community organization to receive a mailed notice.

(G) Applications shall be vetted by the City Manager and a team of his/her choice consistent with Review Criteria established by City Council Resolution. At the conclusion of the vetting process, the City Manager shall prepare a report for consideration by the City Council.

(H) The City Council may either deny or approve the final candidates and shall select the top candidates in each category of the cannabis businesses pursuant to Review Criteria established by City Council Resolution. The City Council's decision as to the selection (denial or approval) of the prevailing candidates shall be final and shall not be subject to further administrative or City Council review or appeal.

(I) The City will issue a notice to the prevailing applicants that the City will issue an official Cannabis Business Permit(s) upon the prevailing applicant(s) obtaining all required land use approvals. Once all required land use approvals are secured, the City will issue an Official Cannabis Business Permit.

6-5.15 Exercise of a Cannabis Business Permit.

(A) Each Cannabis Business Permit issued pursuant to this Chapter shall expire twelve (12) months after the date of issuance. Cannabis Business Permits may be renewed as provided in Section 6-5.18.

(B) A Cannabis Business Permit shall be exercised within twelve (12) months of issuance. Exercised shall be when any of the following occur:

(1) A Certificate of Occupancy has been issued,

(2) The permitted use(s) has commenced on the site, and

(3) A City Building Permit or Grading Permit is secured and construction lawfully commenced.

6-5.16 Scope of Approval.

(A) If a location has not been in regular and continuous operation in the preceding four (4) months, it shall be considered abandoned unless mitigating circumstance occur which were beyond the control of the permittee and an extension has be authorized by the City Manager.

(B) The approval of a new use under the City's zoning ordinance shall terminate all rights and approvals of a Cannabis Business Permit occupying the same site or location.

6-5.17 Reapplying for a Cannabis Business Permit.

If an application is denied a permit due to a disqualifying factor such as failing a background check or not complying with any state, or local jurisdictions regulatory requirements in which legal or administrative action has been taken a new application may not be filed for one (1) year from the date of the denial. This section shall not apply to an approved applicant not awarded a permit resulting from the City not selecting them for one of the permits in the application process.

6-5.18 Renewal of Cannabis Business Permits.

(A) An application for renewal of a Cannabis Business Permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain all the information required for new applications.

(C) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.

(D) An application for renewal of a Cannabis Business Permit shall be rejected if any of the following exists:

(1) The application is filed less than sixty (60) days before its expiration or a shorter time period which shall be at the discretion of the City Manager.

(2) The Cannabis Business Permit is suspended or revoked at the time of the application.

(3) The Cannabis Business has not been in regular and continuous operation in the four (4) months prior to the renewal application or the approved extension of the deadline from the City Manager.

(4) The Cannabis Business has failed to conform to the requirements of the Cannabis Business Permit or this Chapter or any regulations adopted pursuant to this Chapter.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of the state rules and regulations and the state has determined that the violation is grounds for termination or revocation of the Cannabis Business Permit.

(E) The City Manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety, or welfare. Appeals from the decision of the City Manager shall be handled pursuant to this Chapter.

(F) If a renewal application is denied, a person may file a new application pursuant to this Chapter not sooner than one (1) year from the date of the denial.

6-5.19 Revocation of Permits.

Cannabis Business Permits may be revoked for any violation of any state or local laws, and/or rules, and/or standards, policies, procedures, or regulations in this Chapter relating to cannabis.

6-5.20 Effect of State License Suspension.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City until the State of California or its respective department or division reinstates or reissues the State license.

6-5.21 Effect of State Revocation.

Revocation of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City until the State of California or its respective department or division takes appropriate action. Should the state revoke a license, the cannabis business owner may re-apply for a local permit at such time as it can demonstrate that the grounds for revocation of the license by the state no longer exist or that the underlying deficiency has otherwise been cured.

6-5.22 Appeals.

Appeals relating to denial of an initial application; denial of advancement to the interview or other process established by the City Council; to revoke or suspend a permit; to deny renewal of an application for a permit; or to add conditions to a permit shall be conducted as prescribed in this Chapter.

6-5.23 Written Request for Appeal.

(A) Within ten (10) calendar days after the date of a decision of the City Manager to revoke, suspend or deny an initial or renewed permit application or to add conditions to a permit, an Applicant or Permittee may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.

(B) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

6-5.24 Grounds for Appeal.

(A) Denial of Initial Permit Decision. The City Manager or an appointed hearing officer will hear appeals that address the following issues:

(1) Any deviation from the City's published Application Procedures that adversely affected the applicant by altering the outcome of the City's decision on the Applicant's application. Examples of appealable deviations are:

(2) Failure on the part of the City to provide appropriate notification regarding changes to the application process via website postings and/or email to the Applicant prior to the time the application was submitted;

(3) Failure on the part of the City to provide an Applicant an equal opportunity to modify an application where that opportunity was provided to other applicants;

(4) The scoring of one or more portions of the Applicant's application was not justified based on the information presented in the application or due to a material error or omission on the part in scoring the application.

(5) Any appeal based upon this Section 6-5.24 must be supported by evidence that the Applicant presented the relevant information with completeness and in the appropriate section of the application. Information presented in the application that is incomplete in nature or that is relevant to a question posed by the City on the application form but appears in the incorrect section, even if complete, may be grounds for the dismissal of the appeal.

(B) A hearing officer or body as determined by City Council Resolution shall hear appeals relating to denial of a renewed application, to revoke or suspend a permit, or to add conditions to an existing permit.

(C) An applicant that is eligible to participate in the interview or other final decision process but is not selected during the interview or other final decision process shall not be eligible to appeal the outcome of the process.

6-5.25 Appeal Hearing Process.

(A) Within ten (10) calendar days after service of the notice of the decision of the City Manager to deny advancement to the interview or other final decision process, to revoke or suspend a permit, to deny a renewed application for a permit; or to add conditions to a permit, the applicant or permittee may appeal such action by filing a written appeal with the City Clerk setting forth the reason why the decision was not proper. For an initial permit application appeal, reasons shall be stated with specificity and shall address the issues outlined in Section 6-5.24 (a). Date of service shall mean the date when a notice or written decision was personally delivered to the Applicant or permittee or the date when the notice was caused to be delivered by certified, first class mail. In cases in which the city can verify delivery of a notice to an applicant or in which an applicant is documented as refusing delivery, lack of receipt of the notice cannot form the basis for an appeal.

(B) The Notice of Appeal shall be in writing and signed by the person making the appeal ("Appellant"), or their legal representative, and shall contain the following:

(1) Name, address, and telephone number of the appellant.

(2) Specify decisions, actions, or a particular part thereof, made that are the subject of the appeal.

(3) Include a true and correct copy of the notice issued by the City Manager for which the appellant is appealing.

(4) State with specificity the reasons and grounds for making the appeal, including, but not limited to, a statement of facts upon which the appeal is based in sufficient detail to enable the City Council, or any appointed hearing officer, to understand the nature of the controversy, the basis of the appeal, and the relief requested.

(5) All documents or other evidence pertinent to the appeal that the appellant requests the hearing officer or body to consider at the hearing.

(6) An appeal fee as established by Resolution of the City Council.

(C) Failure of the City Clerk to receive a timely appeal constitutes a waiver of the right to appeal the notice issued by the City Manager. In this event, the City Manager's notice of revocation, nonrenewal, or suspension shall be final.

(D) In the event a written Notice of Appeal is timely filed, the nonrenewal, suspension, revocation shall not become effective until a final decision has been rendered and issued by the City Council or appointed hearing officer. Notices of appeal not served in a timely manner or served by non-operational business shall not serve to allow such business to operate pending appeal.

(E) If no appeal is timely filed in the event of a decision of nonrenewal, the Cannabis Businesses Permit shall expire at the conclusion of the term of the permit. If no appeal is timely filed in the event of a decision supporting suspension or revocation, the suspension or revocation shall become effective upon the expiration of the period for filing a written Notice of Appeal.

6-5.26 Administrative Hearing and Proceedings.

(A) Review by Appointed Hearing Officer or Body; Administrative Hearing and Proceedings.

(1) Appellants who file a timely written Notice of Appeal will be entitled to an administrative hearing before a hearing officer or body as set forth in the City Council Procedures and Guidelines Resolution.

(2) Upon receipt by the City Clerk of a timely-filed Notice of Appeal pertaining to suspensions, revocations, or non-renewals the City Clerk shall forward such appeal to the hearing officer who shall schedule a hearing within thirty days (30) days. In the event such hearing cannot be heard within that time period or a mutually agreed upon time with the appellant then the City Clerk shall schedule the appeal to be heard by the City Council within forty-five (45) days or as reasonably possible at the next scheduled City Council meeting proceeding the deadline from receiving the appeal.

(3) The appellant(s) listed on the written Notice of Appeal shall be notified in writing of the date, time, and location of the hearing at least ten (10) days before the date of the hearing ("notice of appeal hearing").

(4) A request by an appellant or by the City to continue a hearing must be submitted to the City Clerk in writing no later than three (3) business days before the date scheduled for the hearing. The City Council, or appointed hearing officer, may continue a hearing for good cause or on its own motion; however, in no event may the hearing be continued for more than thirty (30) calendar days, unless there is a stipulation by all parties to do so.

(B) At the date, time and location set forth in the Notice of Appeal hearing, the City Council or an appointed hearing officer shall hear and consider the testimony of the appellant(s), City staff, and/or their witnesses, as well as any documentary evidence properly submitted for consideration.

(C) The following rules shall apply at the appeal hearing:

(1) Appeal hearings are informal, and formal rules of evidence and discovery do not apply. However, rules of privilege shall be applicable to the extent they are permitted by law, and irrelevant, collateral, undue, and repetitious testimony may be excluded.

(2) The City bears the burden of proof to establish the grounds for nonrenewal, suspension or revocation by a preponderance of evidence. Appellant(s) bear the burden of proof regarding denial of an Applicant's application.

(3) The issuance of the City Manager's notice constitutes prima facie evidence of grounds for the denial, nonrenewal, suspension or revocation.

(4) The hearing officer or body may accept and consider late evidence not submitted initially with the Notice of Appeal upon a showing by the appellant of good cause. The hearing officer or body shall determine whether a particular fact or facts amount to good cause on a case-by-case basis.

(5) The appellant may bring a language interpreter to the hearing at their sole expense.

(6) The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. If the appellant requests from the City that a court reporter, stenographer, or videographer be used, appellant shall bear the costs of same and shall deposit such fees prior to commencement of the administrative hearing.

(D) If the appellant, or their legal representative, fails to appear at the appeal hearing, the City Council, or the appointed hearing officer or body, may cancel the appeal hearing and send a notice thereof to the appellant by certified, first class mail to the address(es) stated on the Notice of Appeal. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal and a failure to exhaust all administrative remedies. In such instances, the City Manager's notice of decision is final and binding.

(E) Final Decision. Following the conclusion of the administrative hearing officer or body shall issue a written decision within twenty (20) days which (i) determines if the action appealed from is affirmed or overturned and (ii) specifies the reasons for the decision.

(F) The written decision of the hearing officer or body shall provide that it is final and conclusive and is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6 for judicial review.

(G) A copy of the written decision shall be served by certified, first class mail on the appellant. If the appellant is not the owner of the real property in which the cannabis business is located, or proposed to be located, a copy of the final decision may also be served on the property owner by first class mail to the address shown on the last equalized assessment roll. Failure of a person to receive a properly addressed final decision shall not invalidate any action or proceeding by the City pursuant to this Chapter.

6-5.27 Change in location; updated application form.

(A) Any time the cultivation, dispensing, testing, manufacturing, and distribution location specified in the regulatory permit is changed, the Permittee shall submit an updated application form to the City Manager. The process and the fees for the processing of the application form shall be the same as the process and fees set forth in Sections 6-5.18 and 6-5.28.

(B) Within fifteen (15) calendar days of any other change in the information provided in the updated application form or any change in status of compliance with the provisions of this Chapter, including any change in the cannabis business ownership or management members, the applicant shall file an updated application form with the City Manager for review along with an application amendment fee.

6-5.28 Transfer of Cannabis Business Permit.

(A) The owner of a Cannabis Business Permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager in accordance with all provisions of this Chapter (as though the transferee

were applying for an original Cannabis Business Permit). The proposed transferee's application shall be accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee).

(B) The City Manager shall conduct a hearing to determine whether the transferee satisfies the eligibility requirements for a new permit. The transferee's application will be treated as a new application and will be evaluated according to the procedures used for the existing application and for renewal of applications. This will require a complete evaluation of the application and an interview of the applicant prior to the hearing, including a determination of whether the transfer involves a substantial change in ownership (any alteration in the permittee's business structure/ownership that results in a change of 51% or more of the original ownership). Following the hearing, the City Council must approve the transfer in order for it to be authorized, as provided in subsection 6-5.28(d). If the transfer involves a lesser percentage of the change in ownership than the threshold cited above, then the hearing will be administrative in nature and City Council approval will not be required for the transfer to be authorized.

(C) Cannabis Business Permits issued through the grant of a transfer by the City Manager shall be valid for a period of one year beginning on the day the City Manager approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit and pay the appropriate fee in the manner required by this Chapter.

(D) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 51% of the original ownership), must be approved by the City Council following completion of the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(E) A permittee may change the form of business entity without applying to the City Manager for a transfer of permit, provided:

(1) The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical)

(2) Although a transfer is not required in this circumstance, the permit holder is required to notify the City Manager in writing of the change within ten (10) days. Failure to comply with this provision is grounds for permit revocation.

(F) A Cannabis Business Permit shall not be transferred when the City has notified the Permittee in writing that the permit has been or may be suspended or revoked.

(G) Any attempt to transfer a Cannabis Business Permit either directly or indirectly in violation of this section is hereby declared a violation of the Permit and this ordinance. Such a purported transfer shall be deemed a ground for revocation of the permit.

6-5.29 City Business License.

Prior to commencing operations, a cannabis business shall obtain a City of Madera business license.

6-5.30 Building Permits and Inspection.

Prior to commencing operations, a Cannabis Business Permit shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the Fire Department approvals, Police Department approval, Code Enforcement, Planning, County Health Department approvals and other applicable zoning and land use permit(s) and approvals.

6-5.31 Authorization from the Community Development Director.

Prior to commencing operations, a Cannabis Business must obtain authorization from the Community Development Director certifying that the business is located on a site that meets all of the requirements of Sections 6-5.30, 6-5.32 and 6-5.33 of this Chapter.

6-5.32 Right to Occupy and to Use Property.

Prior to the City 's issuance of a Cannabis Business Permit pursuant to this Chapter, any person intending to open and to operate a cannabis business shall first provide sufficient evidence of the legal right to occupy and to use the proposed location. If the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the cannabis business on the owner's property.

6-5.33 Location and Design of Cannabis Businesses.

(A) A cannabis business must meet land use and building standards pursuant to Title X of this Code:

(1) Conform with the City 's general plan, any applicable specific plan, master plan, and design requirements.

(2) Comply with all applicable zoning and related development standards pursuant to Title X of this Code.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

(C) A cannabis business must meet all of the following requirements:

(1) Shall be no closer than six hundred (600) feet from any zoned parcel in the City designated by state law as a sensitive use. The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels to the closest property line of the lot on which the cannabis business is located.

(2) Shall not be closer than six hundred (600) feet from any parcel containing any of the following:

(a) A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);

(b) A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority or the City specifies a greater radius;

(c) A youth center that is in existence prior to the submittal of the initial cannabis application or at the time the permit is issued, unless the State licensing authority or the City specifies a greater radius.

(D) The distance requirements prescribed in this section (§6-5.33) shall not apply to:

(1) The Fresno River
(2) Rotary Park, Courthouse Park, Wells Center (including the community garden and Centennial Park), Frank Bergon Center
(3) Madera County Fairgrounds
(4) Madera Municipal Golf Course
(5) Madera County Library

(6) Madera Downtown Business Improvement Area as depicted in the following diagram



6-5.34 Limitations on City's Liability.

To the fullest extent permitted by law, the City of Madera shall not assume any liability whatsoever with respect to having issued a Cannabis Business Permit pursuant to this Chapter or otherwise approving the operation of any cannabis business. As a condition to the approval of

any Cannabis Business Permit, the applicant shall be required to meet all of the following conditions before they can receive the Cannabis Business Permit:

(A) Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Madera, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City 's issuance of the Cannabis Business Permit, the City 's decision to approve the operation of the cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager.

(C) Reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the Applicant's Cannabis Business Permit or related to the City 's approval of a cannabis activity. The City, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

6-5.35 Records and Recordkeeping.

(A) Each owner and operator of a cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a Cannabis Business Permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City.

(B) Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the City Manager upon a reasonable request.

(C) All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing processes until purchase as set forth in the MAUCRSA.

6-5.36 Security Measures.

(A) A Cannabis Business Permittee shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. Except as may otherwise be determined by the City Manager, these security measures shall include, but shall not be limited to, all of the following:

(1) Perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the Chief of Police and/or the Community Development Director were applicable.

(2) Preventing individuals from remaining on the premises of the cannabis business if they are not engaging in an activity directly related to the permitted operations of the cannabis business in cases in which the individual will not voluntarily leave the premises the cannabis employee shall contact the Police Department.

(3) Establishing limited access areas accessible only to authorized cannabis business personnel.

(4) Except for live growing clone plants which are being sold at a cannabis business where applicable, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.

(5) Installing 24-hour security surveillance cameras of at least high-definition (HD) quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City 's software and hardware. In addition, if required remote and real-time, live access to the video footage from the

cameras shall be provided to the Chief of Police at the expense of the permittee. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the Chief of Police upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the cannabis business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Police Department by the cannabis business, to facilitate remote monitoring of security cameras by the Department or its designee. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(6) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(7) Panic buttons shall be installed in all cannabis businesses with direct notification to the Police Department dispatch and shall be configured to immediately alert dispatch for the Police Department.

(8) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services. If requested by the Police Department permittee shall also be required to participate in the MPD False Alarm reduction unit program.

(9) Any security measures, such as bars, installed on the windows or the doors of the cannabis business shall be installed only on the interior of the building.

(10) Security personnel shall be on-site 24 hours a day or alternative security as authorized by the City Manager and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld.

(11) Each cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(12) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the cannabis business; or (b) a licensed security professional.

(13) Each cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(14) Each cannabis business shall demonstrate to the Chief of Police, City Manager or their designees, compliance with the state's track and trace system for cannabis and cannabis products as soon as it is operational.

(15) Each cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(16) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(17) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

(18) Installation of "mosquitos" (high-pitch frequency devices) as a deterrent to vandalism/loitering.

(B) Each cannabis business shall identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Manager regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request that meets the following requirements:

(1) Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all Managers of the cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior, and exterior security personnel who will monitor individuals inside and outside the cannabis business, the parking lot, any adjacent property under the business' control, and ensure that the parking lot is cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process each cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and

securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

(D) The cannabis business shall cooperate with the City whenever the City Manager makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

(E) A cannabis business shall notify the City Manager within twenty-four (24) hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager.

(2) Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business

(a) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.

(b) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the City Manager prior to commencing business operations. The City Manager may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

6-5.37 Fees and Charges.

(A) No person may commence or continue any cannabis activity in the City, without timely paying in full all fees and charges required for the operation of a cannabis activity. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time.

(B) All cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state, and local law. Each cannabis business shall cooperate with City with respect to any reasonable request to audit the cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes or fees required to be paid during any period.

(C) Prior to operating in the City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Chapter, including, but

not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

6-5.38 General Operating Requirements.

(A) Cannabis businesses may operate only during the hours specified in the Cannabis Business Permit issued by the City. No person under the age of 21 shall operate or be issued a permit for a cannabis business of any kind, unless permitted per Section 6.5-38 (h)(2) of this Chapter.

(B) Restriction on Sales and Consumption. Cannabis shall not be consumed by any person on the premises of any cannabis business. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages or tobacco on or about the premises of the cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a Cannabis Business Permit, or on any of the vehicles owned or used as part of the cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and Tracking of Product and of Gross Sales. Each cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The cannabis business shall ensure that such information is compatible with the City 's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed, or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency Contact. Each cannabis business shall provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(G) Signage and Notices.

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements of

Title X, Chapter 6 Sign Regulations the City, including, but not limited to, seeking the issuance of a City sign permit.

(2) No signs placed on the premises of a cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage shall not depict any image of cannabis or cannabis products. No banners, flags, snipe signs, billboards, or other prohibited signs may be used at any time.

(6) In accordance with state law and regulations or as stipulated in the City's Cannabis Business Permit, holders of a Cannabis Business Permit shall agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any cannabis business located in the city limits utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(H) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a cannabis business who is not at least twenty-one (21) years of age.

(2) The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis business.

(3) Notwithstanding Section 6-5.38(h)(a), persons at least 18 years shall be allowed on the premises of a cannabis retail business if they can produce a physician's recommendation and/or Health and Safety Code Section 11362.71 identification

card (Medical Marijuana Card). In that event, such persons can lawfully purchase cannabis for the sole purpose of addressing the medical need that is the subject of the physician's recommendation.

(I) Odor Control. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site. Cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis business. As such, cannabis businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the cannabis business's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

(J) Display of Permit and City Business License. The original copy of the Cannabis Business Permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the cannabis business in a location readily visible to the public.

(K) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for cannabis employment, licensing, or certification purposes and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, investor, manager, supervisor, employee, contract employee or who otherwise works in a cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of Madera Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from cannabis employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a cannabis business or be allowed to work in a cannabis business unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Madera to conduct the background investigation as it deems necessary and appropriate, shall be

paid at the time the application for a Cannabis Business Permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.

(L) Loitering. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises. The cannabis business shall notify the Police Department if anyone continues to loiter around the building or premises after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner.

(M) Permits and other Approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to establish and to operate pursuant to Section 6-5.25 and all applicable requirements in this Chapter.

(N) Each cannabis operator shall establish minimum training standards for all employees. The City Manager shall have the discretion to require other training for the business operations should the City identify deficiencies or non-compliance issues with City or state requirements.

6-5.39 Amendments to General Operating Requirements.

The City Manager may develop other cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

6-5.40 Operating Requirements for Store Front/Retail Facilities.

(A) No more than the number of cannabis retailers adopted by Council resolution may operate within the City at any one time and shall be issued a permit by the City.

(B) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Marijuana Card). For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(C) Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or

cannabis card must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(D) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the Chief of Police.

(E) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(F) All restroom facilities shall remain locked and under the control of management.

(G) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(H) Access to Retailer Premises.

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding Section 6-5.38 (h)(a), individuals who are at least 18 years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

(I) Authorized Sales. A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(J) Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager, Chief of Police, or their designees upon request.

(K) Operating hours of the Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

(L) Store Front/Retail Security Requirements. All provisions incorporated within Section 6-5.31 of this Chapter (Security Measures), are directly applicable to and binding on all cannabis businesses, including all Store Front/Retail businesses.

6-5.41 Retailer, Non-Store Front Retailer and Microbusiness Delivery Requirements.

(A) Non-Store Front Retailer License Owners and Operators are required to verify the age and the necessary documentation of each customer. They must ensure that medical customers are at least eighteen (18) years of age and verify that the customer has a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Marijuana Card). Doctor recommendations are not to be obtained or provided at the retail location. In the case of adult-use customers, they must verify that the customer is at least twenty-one (21) years of age. Sales shall only be made to persons matching this criteria.

(B) All Store Front Retailers, Non-Store Front Retailers (delivery) and Microbusinesses which conduct deliveries into or within the City of Madera shall be required to obtain a permit from the City of Madera in order to conduct retail sales regardless, if they are located in the City or another local jurisdiction.

(C) Operating hours of the Non-Store Front Retailer License or out of town retail delivery services shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

6-5.42 Retailer, Non-Store Front Retailer and Microbusiness Delivery Vehicle Requirements.

Prior to commencing delivery operations, a cannabis Retailer, cannabis Non-Store Front Retailer and Microbusiness shall provide the following information to the City:

(A) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.

(B) The year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

(C) Proof of insurance as required in Section 6-5.34(b) for any and all vehicles being used to deliver cannabis goods.

(D) The licensee shall provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis goods.

(E) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.

6-5.43 Operating Requirements for Distributors.

(A) A distributor shall not store non-cannabis products or non-cannabis accessories that are to be sold to another party on any licensed or permitted premises. Additionally, a distributor shall not distribute non-cannabis products or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis products are any goods that do not meet the definition of cannabis goods as defined in Title 16, Division 42, Section 5000(c) of the California Code of Regulations.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing. The

determination of which cannabis goods are to be included in the sample for laboratory testing shall be left to the sole discretion of the laboratory employee.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.

(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording kept available to state and the City for a minimum of 180 days, pursuant to Title 16, Division 42, Section 5305 of the California Code of Regulations.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Title 16, Division 42, Sections 5705, 5710 and 5714 of the California Code of Regulations.

6-5.44 Operating Requirements for Testing Labs.

(A) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this Chapter and any subsequent State of California legislation regarding the same.

(B) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.

(D) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by

state law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

6-5.45 Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale of Edible and Other Cannabis Products.

(A) Cannabis manufacturing shall only be permitted pursuant to Section 6-5.1 of this Chapter or any subsequent created manufacturing state license as defined in MAUCRSA and may be permitted to operate only within those zone districts as defined in the City's Municipal Code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount which is approved by the Madera Fire Department and authorized by the regulatory permit. Each site or parcel subject to a Cannabis Business Permit shall be limited to a total number of tanks as authorized by the Madera Fire Department on the property at any time.

(C) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(D) If an extraction process uses a professional grade closed loop CO_2 gas extraction system every vessel must be certified by the manufacturer for its safe use as referenced in Section 6-5.45(f). The CO_2 must be of at least ninety-nine percent purity.

(E) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

(1) The American Society of Mechanical Engineers (ASME);

(2) American National Standards Institute (ANSI);

(3) Underwriters Laboratories (UL); or

(4) The American Society for Testing and Materials (ASTM)

(G) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(J) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(K) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets to handle, and store the solvents and gases safely.

(L) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

6-5.46 Operating Requirements for Cultivators.

(A) Cultivators may operate 24 hours a day. Operations shall be subject to the provisions of the Noise Ordinance, Article 1 of Chapter 10 of this Code, as may be amended.

(B) Outdoor Cultivation Prohibited. The cultivation of all cannabis must occur indoors. All outdoor cultivation, including outdoor greenhouse cultivation, is prohibited.

(C) Cannabis plants shall not be visible from a public or private road, sidewalk, park, or any common public viewing area.

(D) Cultivator shall only be allowed to cultivate the square feet of canopy space permitted by state law. Research and development area shall be limited to ten percent (10%) of the total permitted canopy square footage.

(E) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

(F) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents, or other wildlife.

(G) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation site, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.

(H) All applicants for a cultivation permit shall submit the following in addition to the information generally otherwise required for a Cannabis Business Permit:

(1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities (indoor, mixed-light) and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting (indoor, mixed-light).

(2) A description of a legal water source, irrigation plan, and projected water use.

(3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.

(4) Plan for addressing public nuisances that may derive from the cultivation site.

6-5.47 Operating Requirements for Delivery Services.

Prior to commencing operations, a cannabis out-of-City delivery service shall comply with the following requirements:

(A) Obtain from the City a permit authorizing the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.

(B) The retail business operating the delivery service shall provide the City Manager with evidence of a valid state license for a cannabis business on whose authorization the delivery service is performing the delivery function.

(C) The retail business operating the delivery service shall furnish to the City Manager the year, make, model, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

6-5.48 Permissible Delivery Locations and Customers.

Cannabis delivery businesses located outside of the City permitted to engage in delivery of cannabis and cannabis products inside the City of Madera are subject to the following requirements:

(A) A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.

(B) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the Cannabis Business Permit and all subsequent policies, procedures and regulations which may be amended by the City Manager from time to in order to enforce this Chapter.

(C) Any kiosk, i-Pad, tablet, smartphone, fixed location or technology platform, whether manned or unmanned, other than a retail location permitted by the city, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products is prohibited and shall be a violation of this Chapter.

6-5.49 Promulgation of Regulations, Standards and Other Legal Duties.

(A) In addition to any regulations adopted by the City Council, the City Manager is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of Cannabis Business Permits, the ongoing operation of cannabis businesses and the City 's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.

(B) Regulations shall be published on the City 's website.

(C) Regulations promulgated by the City Manager shall become effective upon date of publication. Cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.

(D) Special Events shall be subject to state law and City permitting requirements. They shall also be subject to applicable City regulations developed under Section 6-5.02 of this Chapter and any applicable state legislation.

6-5.50 Community Relations.

(A) Each cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the cannabis business can be provided. Each cannabis business shall also provide the above information to all businesses and residences located within one hundred (100) feet of the cannabis business.

(B) During the first year of operation pursuant to this Chapter, the owner, manager, and community relations representative from each cannabis business holding a permit issued pursuant to this Chapter shall attend meetings with the City Manager, and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such cannabis business shall meet with the City Manager when and as requested by the City Manager.

(C) Cannabis businesses to which a permit is issued pursuant to this Chapter shall develop a City approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

6-5.51 Fees Deemed Debt to the City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City that is recoverable via an authorized administrative process as set forth in the City ordinance or in any court of competent jurisdiction.

6-5.52 Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City, whether committed by the permittee or any employee or agent of the permittee, which

violations occur in or about the premises of the cannabis business whether or not said violations occur within the permit holder's presence.

6-5.53 Inspection and Enforcement.

(A) The City Manager charged with enforcing the provisions of the City of Madera Municipal Code, or any provision thereof, may enter the location of a cannabis business at any time, without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

(B) It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law.

(C) The City Manager charged with enforcing the provisions of this Chapter may enter the location of a cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Madera shall be logged, recorded, and maintained in accordance with established procedures by the City of Madera's City Manager or these regulations.

6-5.54 Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter constitutes a misdemeanor and is hereby deemed unlawful and a public nuisance. The City reserves the right to pursue any available legal remedy to address violations of this Chapter.

SECTION 2. Chapter 15, Medical Marijuana and Cultivation, of Title IV, Public Welfare of the Madera Municipal Code is repealed.

SECTION 3. Chapter 1, Business License, of Title VI, Business, Professions, and Trades of the Madera Municipal Code is amended by adding Subsection 95 thereto read:

6-1.95 Cannabis.

Any person or organization wishing to conduct commercial cultivation, processing, manufacturing, testing, distribution, or the sale of cannabis or cannabis products in the City shall obtain and maintain a Cannabis Business License pursuant to Chapter 5 of Title VI of this Code.

SECTION 4. CEQA. Until July 1, 2021, Business and Professions Code section 26055, subdivision (h), as amended, provides that the California Environmental Quality Act (CEQA) does not apply to adoption of an ordinance, rule, or regulation by local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. The proposed ordinance is subject to a statutory exemption from CEQA because the City requires discretionary review and approval, including applicable environmental review pursuant to CEQA of permits or other authorizations to engage in commercial cannabis activity.

SECTION 5. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 7. Effective Date. This ordinance shall become effective thirty days from the date of adoption.

The foregoing Ordinance No. 977 C.S. was introduced and given its first reading at a special meeting of the City Council of the City of Madera held on the 7th day of June 2021 and adopted after a second reading at a regular meeting of the City Council held on 16th day of June 2021 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	District 5 is currently vacant.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Gary Conte, Planning Manager

Arnoldo Rodriguez, City Manager

Council Meeting of: September 15, 2021

Agenda Number: D-2

SUBJECT:

Initiation of proceedings for the annexation of the Omni Subdivision into Community Facilities District 2005 - 01

RECOMMENDATION:

That Council adopt:

1. Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to Community Facilities District No. 2005 – 01; and

2. Resolution Declaring the City's Intention to Authorize the Annexation of Territory into Community Facilities District No. 2005-01.

SUMMARY:

The attached resolutions will begin the proceedings for the annexation of the development project known as Omni Subdivision (the "Project") into Community Facilities District 2005 - 01 (CFD 2005-01). The conditions of approval for the Project require it to annex into CFD 2005-01, which was established as an annexable district to provide funding to offset the increased cost for public safety and open space and parks maintenance created by new development.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this District. The special taxes collected from the property owners within the District are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

Omni Subdivision makes up Annexation No. 10. Omni Subdivision is owned by Century Communities of California, LLC. The Project includes the development of approximately 61 single family residential units.

The boundaries of the Project consist of the area within assessor's parcel number 003-200-006 and 003-200-007 as depicted on Attachment 1.

Project Name	*Owner*	*Units*	*Location*
Omni Subdivision	Century Communities of California, LLC	61	South of Ellis Street, and east of Sonora Street

The two attached resolutions represent the first steps that must be taken in the annexation process. The first resolution adopts a boundary map depicting the territory that is proposed for annexation. The second resolution declares the City's intention to annex the proposed territory into CFD 2005-01. The resolution also establishes November 3, 2021, as the public hearing date for the final consideration of the annexation of the property into CFD 2005-01. See Attachment 1 to view a map of the subdivision. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the tenth annexation. See Attachment 2 for a history of annexations into CFD 2005-01.

FINANCIAL IMPACT:

The 2021/22 Fiscal Year CFD 2005-01 assessment for multi-family residential development is approximately $499.48 per dwelling unit. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 61 units in Annexation No. 10 will be $30,468.28. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the plan, is not in conflict with the plan, but rather is sympathetic of the underlying principles of the Vision 2025 Plan.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792, which established the District and its special tax structure, on December 7, 2005. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-01. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Omni Subdivision Map
2. CFD 2005-01 Annexation Map
3. CFD 2005-01 Boundary Map
4. Rate and Method of Apportionment
5. Resolutions

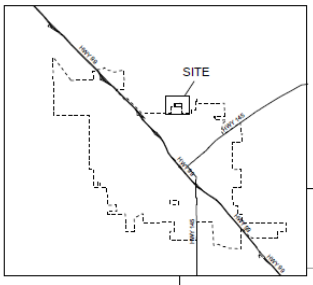
Attachment 2

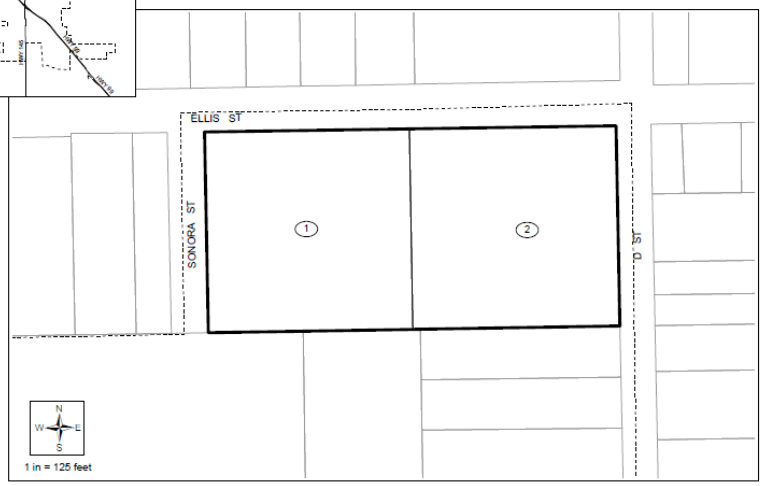
SHEET 1 OF 1

ANNEXATION MAP NO. 10
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

VICINTY MAP





Legend

- City Boundaries
- Annexation Parcels
- (1) Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	003-200-006
2	003-200-007

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF_____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 10 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERAAT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

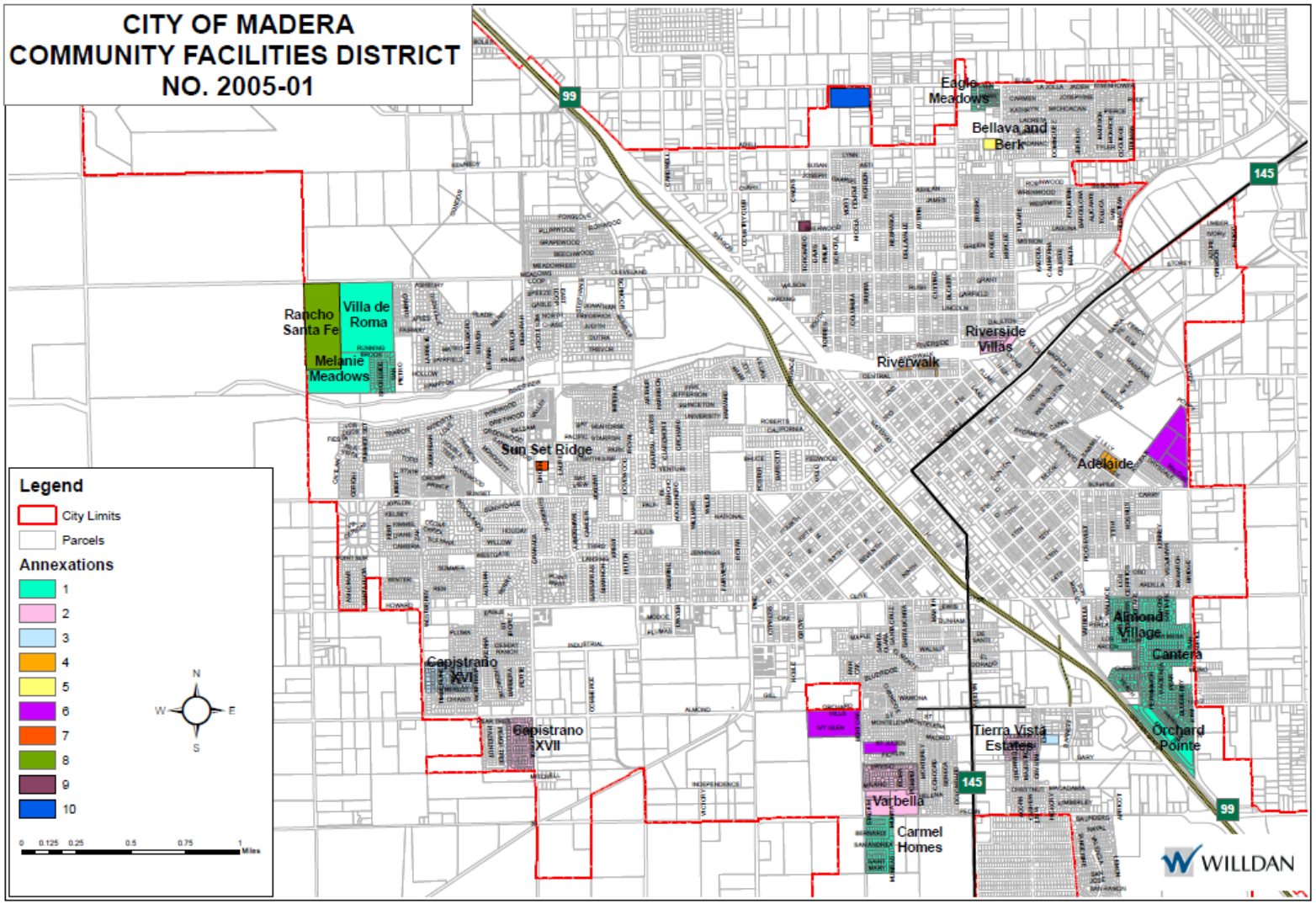
_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN



Attachment 3-CFD 2005-01 Map

Attachment 4

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2007.

"City" means the City of Madera.

"Council" means the City Council of the City of Madera, acting as the legislative body of the District. "County" means the County of Madera, California.

"Developed Multi-Family Residence" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

"Developed Property" means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Developed Single-Family Residence" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

"District Administrator" means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 2005-01 of the City of Madera.

"Entitled Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Entitled Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means all Assessors' Parcels for which a building permit(s) has been issued

for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Service Costs" means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial finding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Property" means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
1	Developed Single-Family Residence	$311 per unit
2	Developed Multi-Family Residence	$285 per unit
[1] Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
3	Entitled Property	$166 per lot
[1] Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

5. Multiple Land Use Classes

In some instances, an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

Method of Apportionment of special taxes

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

Appeals

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Exemptions

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

Manner of Collection

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (OMNI SUBDIVISION) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 10

WHEREAS, the City Council of the City of Madera has conducted proceedings to establish Community Facilities District No. 2005-01 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, the City Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex the territory known as Omni Subdivision ("Annexation No. 10") to the CFD. Annexation No. 10 will consist of 61 single family residential units located on south of Ellis Street and east of Sonora Street.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, HEREBY RESOLVES:

SECTION 1. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

SECTION 2. The name of the existing CFD is "Community Facilities District No. 2005-01 (Public Services)".

SECTION 3. The territory included in the existing CFD is as shown on the maps thereof filed in the office of the County Recorder, County of Madera State of California, to which maps reference is hereby made which have been filed with the Madera County Recorder's Office.

The territory now proposed to be annexed to the CFD is as shown on the Boundary Map of Annexation No. 10 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the boundaries of which territory are hereby preliminarily approved. The City Clerk is hereby directed to cause the recordation of said Boundary Map of Annexation No. 10 to the CFD, showing the territory to be annexed, in the Office of the County Recorder of the County of Madera within fifteen days of the date of adoption of this resolution.

SECTION 4. The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A to Resolution No. 05-334 adopted by the Council on the 16st day of November 2005 (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

SECTION 5. Except to the extent that funds are otherwise available to the CFD to pay for the Services and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in Exhibit B, which is hereby incorporated by this reference.

SECTION 6. The City Staff presented Annexation No. 10 to City Council at a Council Meeting on September 15, 2021, in order to begin annexation proceedings.

SECTION 7. Notice is given that on November 3, 2021, at 6:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 205 W. 4th St, Madera, California, the Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

SECTION 8. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing.

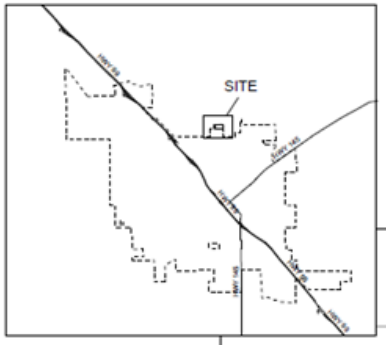
Exhibit A

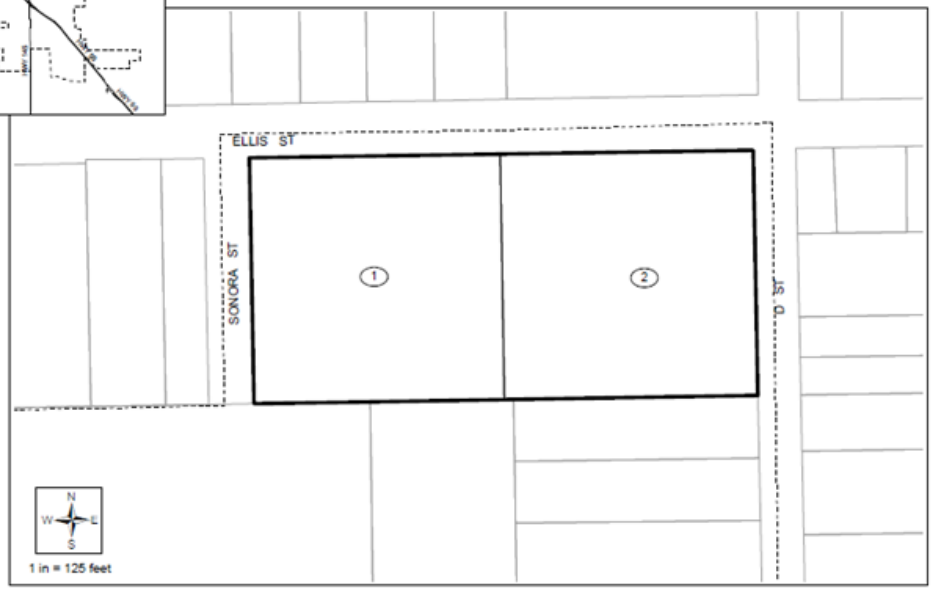
SHEET 1 OF 1

ANNEXATION MAP NO. 10
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

VICINITY MAP





Legend

- City Boundaries
- Annexation Parcels
- (1) Map Reference Number

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	003-200-006
2	003-200-007

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF_____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 10 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERAAT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____,M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

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THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN

Exhibit B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

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"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

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"Base Year" means Fiscal Year ending June 30, 2007.

"City" means the City of Madera.

"Council" means the City Council of the City of Madera, acting as the legislative body of the District. "County" means the County of Madera, California.

"**Developed Multi-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

"**Developed Property"** means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"**Developed Single-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

"District Administrator" means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 2005-01 of the City of Madera.

"Entitled Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Entitled Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

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"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means all Assessors' Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Service Costs" means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial finding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

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ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

1. Developed Property

Table 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
1	Developed Single-Family Residence	$311 per unit
2	Developed Multi-Family Residence	$285 per unit
[1] Maximum Special Tax includes Administrative Expenses		

2. Entitled Property

Table 2
Maximum Special Tax for Entitled Property
Community Facilities District No. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
3	Entitled Property	$166 per lot
[1] Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

4. Tax-Exempt Property

No Special Tax shall be levied on Tax-Exempt Property.

5. Multiple Land Use Classes

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum

Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.