REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, February 7, 2024
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 882 3192 3941#. 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 Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Chaplain David Doughtery, Valley State Prison

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. Proclamation Recognizing February as Black History Month
2. Mid Valley Disposal Recycler of the Year Award
3. Madera County Arts Authority Update

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 – January 17, 2024

Recommendation: Approve the City Council Minutes of January 17, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for January 6, 2024 to January 26, 2024 (Report by Michael Lima)

B-3 Piggyback Purchase Agreements for Fleet Division-related Purchases

Recommendation: Adopt a Resolution Approving State of California Piggyback Agreements for the Purchase of Six Pickup Trucks and an Accompanying Appropriations Amendment Increasing Various Budgets to Pay for Additional Costs Associated with these Vehicle Purchases (Report by Michael Lima)

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

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Arnoldo Rodriguez)

B-5 Adoption of Updated City of Madera Full Time Salary Schedule

Recommendation: Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule Reflecting a Two Percent (2%) Cost-of-Living Adjustment effective December 30, 2023, for Certain Positions (Report by Wendy Silva)

B-6 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

Recommendation: Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Wendy Silva)

B-7 Amendment No. 2 to an Agreement with Beyaz and Patel Inc. Regarding the Loy Cook Water Tower

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Consultant Services Agreement with Beyaz & Patel Inc. for the Preparation of Engineering Plans and Specifications for the Renovation of the Loy Cook Water Tower (Report by Keith Helmuth)

B-8 Budget Amendment to Allow Reimbursement to Origo Cold Madera Phase I, LLC for Certain Improvements Associated with Amond World

Recommendation: Adopt a Resolution Approving a Budget Amendment Increase of $536,569.30 for the Purpose of Reimbursing Origo Cold Madera Phase I, LLC for Certain Improvements Completed in Connection to the Reimbursement Agreement (Agreement) (Report by Keith Helmuth)

C. PUBLIC HEARINGS:

C-1 6:45 P.M. - Public Hearing No. 4 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: Conduct a Public Hearing to Receive Public Input on District Boundaries to Account for Property Annexed to the City (Report by Alicia Gonzales)

C-2 Consideration of Rezone Application No. REZ 2022-04 for ±57.53 Acres of Property Located on the Southwest Corner of the Intersection of West Pecan Avenue and Stadium Road (Rd 26½) and associated Mitigated Negative Declaration

Recommendation: The City of Madera Planning Commission recommends the City Council hold a public hearing, make the necessary findings, and take action as follows:

1. Waive Full Reading and Introduce an Ordinance of the City Council approving Rezone 2022-04 amending the Official Zoning Map of the City of Madera to rezone the ±57.53-acre Project Site from the R-1 (Residential, One unit for Each 6,000 square feet of site area) zone district to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district (Report by Will Tackett)

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

D-1 California Partnership for the San Joaquin Valley Nominees

Recommendation: Adopt a Minute Order nominating two Councilmembers for the selection process to fill a vacancy on the California Partnership for the San Joaquin Valley (Report by Arnoldo Rodriguez)

D-2 Consider an Ordinance to Amend Section 8-7.08 (D) of the Madera Municipal Code Involving Delinquent Date for Payment of Municipal Utilities

Recommendation: Waive Full Reading and Introduce an Ordinance Amending Section 8-7.08 (D) of the Madera Municipal Code to Change Utility Bill Payment Dates (Report by Michael Lima)

D-3 Contract Award for Engineering Services at Wastewater Treatment Facility

Recommendation: Adopt a Resolution Awarding a Contract for Engineering Services at the Wastewater Treatment Facility in Response to Request for Proposal (RFP) No. 202324-19 to Stantec Consulting Services, Inc., for $582,000.00 (Report by Ismael Hernandez)

D-4 Indemnification and Cost Recovery Agreements for Commercial Cannabis Business (CCB) Permits

Recommendation: Adopt a Resolution Approving the Indemnification and Cost Recovery Agreements between the City of Madera and Commercial Cannabis Business (CCB) Permit Recipients in Accordance with Section 6-5.34 of the City Municipal Code (CMC) (Report by Will Tackett)

D-5 Agreement with Juarez Brothers General Engineering for McNally Park Basketball Courts Reconstruction Project

Recommendation: Adopt a Resolution Awarding a Contract under Invitation for Bids (IFB) No. 202324-24 to Juarez Brothers General Engineering for the McNally Park Basketball Courts Reconstruction for $218,353.00 (Report by Joseph Hebert)

E. <u>ADMINISTRATIVE REPORTS:</u>

E-1 Select Proclamation Recipients for the Month of March 2024

Recommendation: Request for Councils selection of recipients for the Proclamation Recognizing Red Cross Month and the Proclamation Recognizing Women's History Month (Report by Alicia Gonzales)

E-2 Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Palestine

Recommendation: Adopt a Minute Order Approving a Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Palestine (Report by Alicia Gonzales)

E-3 Caltrans State Route 145 Yosemite Avenue Project Update

Recommendation: This report is submitted to the City Council (Council) to provide an update on the progress of the Caltrans State Route 145 Yosemite Avenue Project (Project) (Report by Keith Helmuth)

E-4 Informational Report on Madera City Fire Activities

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Justin Macomb)

E-5 Madera County Economic Development Commission 2024/25 Annual Basic Service Level Budget

Recommendation: The EDC recommends the City Council Adopt a Minute Order Approving the 2024/25 Basic Service Level Budget as Submitted (Report by Darren Rose)

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**: None

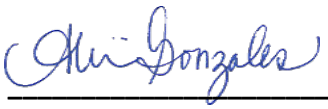
ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, February 21, 2024
- Wednesday, March 6, 2024

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
- 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 February 7, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 9:00 p.m. on February 1, 2024.



Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	01/17/2024
Adopted:	02/07/2024

Minutes of a Regular Meeting of the Madera City Council and Minutes of a Special Meeting of the Madera City Council as Successor Agency to the Former Madera Redevelopment Agency

January 17, 2024 **Council Chambers**
6:00 p.m. **City Hall**

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CALL TO ORDER: Meeting was called to order at 6:02 p.m.

ROLL CALL:

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

Absent: Councilmember Elsa Mejia, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Police Commander Josiah Arnold, Public Works Director Ismael Hernandez, Financial Services Manager Anthony Forestiere and Wastewater Treatment Plant Manager Gabriel Bostan.

INVOCATION: Pastor Tim Echevarria, Remnant Church

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WITH THE REMOVAL OF BOTH CLOSED SESSION ITEMS WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Shannon Vasquez mentioned that roosters in a residential area are a nuisance. Chickens don't need roosters to lay eggs. She is woken up by the neighbor's rooster at 4:00 a.m. in the morning. She stated she has contacted Code Enforcement and Animal Control. She asked that Council ban roosters from residential areas.

A member of the public thanked Councilmember Evans for sharing the story of her (Councilmember Evans') daughter. She stated that in previous meetings, the Mayor had reminded her that she only had three (3) minutes to speak. She added that she doesn't understand what the big deal is when a person goes over the three (3) minutes.

Omair Javaid of Financial Services spoke on the current Palestine issue. He stated that 32,000 have died; half of them are children. There are also 60,000 critically injured people. Mr. Javaid stated it is a modern-day holocaust. He asked that the Council adopt a proclamation for a cease fire in Palestine.

A member of the public stated she is Mexican American and is speaking up for minorities and the oppressed people. She urged Council to adopt a proclamation for a cease fire in Palestine.

Yasser, a member of the public, stated he is Palestinian and thanked those who spoke who are not even Palestinian. He said the public is seeing what they (Palestine) have been dealing with for over 75 years. It didn't start on October 7, 2023; it has been going on since before 1948. The difference is that with social media, others see what they have been dealing with. Yasser stated that parents are labeling their children's limbs, so they can identify their children's body parts when they have been killed. He asked that they stop the genocide. Passing a resolution would mean a lot.

Kimberly Farias, Field Representative with the Office of Assemblywoman Soria gave a summary of their team's successful year which included securing millions of dollars for their district, getting six (6) bills signed into law, held 500 meetings and attended over 100 events across a district of 14 cities in three (3) counties. Assemblywoman Soria is serving on the Agricultural Committee this year where she will work on behalf of her constituents. Ms. Farias stated they have an office in Merced and a satellite site in Fresno. They are open Monday thru Friday from 9:00 a.m. to 5:00 p.m. They can assist with EDD, DMV, State taxes and licenses. Constituents should contact them if they need support or certificates.

Hyad, a member of the public, stated she is from Yamen. Yamen is also being bombed by the U.S. (United States) and the U.K. (United Kingdom) for speaking out for Gaza. The 60,000 critically injured that were mentioned earlier need medical assistance. The children are having amputations without anesthesia or pain medication. Hyad stated that parents are labeling their children's limbs, so they can identify their children's body parts when they have been killed. She stated this is genocide and she doesn't understand how their country, U.S. (United States), is ok with this.

No further Public Comment was presented. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing Human Trafficking Prevention Month
2. Proclamation Recognizing National Mentoring Month
3. Proclamation Recognizing National Law Enforcement Appreciation Day

INTRODUCTIONS:

1. Gary Price, Director of Information Technology

A. WORKSHOP:

A-1 Utility Billing Schedule Workshop (Report by Michael Lima)

A-2 Transit Workshop (Report by Michael Lima)

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE CONSENT CALENDAR WITH A CORRECTION TO ITEM B-9 (THE EVENT IS ON SUNDAY NOT SATURDAY) WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

B-1 Minutes – December 20, 2023

Recommendation: Approve the City Council Minutes of December 20, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for December 9, 2023 to January 5, 2024 (Report by Michael Lima)

B-3 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) (Report by Wendy Silva)

B-4 Appointment to the Civil Service Commission

Recommendation: Adopt a Resolution Appointing Shawn Griffin to the Civil Service Commission (Report by Wendy Silva)

RES 24-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING SHAWN GRIFFIN TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

B-5 Revisions to Administrative Policy 64 – Paid Sick Leave for Part Time, Temporary, and Seasonal Employees

Recommendation: Adopt a Resolution Approving Revisions to Administrative Policy (AP) 64 – Paid Sick Leave for Part Time, Temporary, and Seasonal Employees Pursuant to California Senate Bill (SB) 616 (Report by Wendy Silva)

RES 24-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REVISIONS TO ADMINISTRATIVE POLICY 64: PAID SICK LEAVE FOR PART TIME, TEMPORARY, AND SEASONAL EMPLOYEES

B-6 First Amendment to Agreement for Medical Services with Occu-Med

Recommendation: Adopt a Resolution Approving a First Amendment to the Medical Services Agreement with Occu-Med (Report by Wendy Silva)

RES 24-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FIRST AMENDMENT TO THE MEDICAL SERVICES AGREEMENT WITH OCCU-MED

B-7 Amendment to the Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2023/24

Recommendation: Adopt a Resolution Approving the Amendment to the Applications for TDA – LTF and STA Funds for FY 2023/24 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

RES 24-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENTS TO THE APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2023/24 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

B-8 Amend Budget in Various Development Impact Fee Funds and the Measure A Fund

Recommendation: Adopt a Resolution Amending the Fiscal Year 2023-2024 Budget in Various Development Impact Fee Funds and the Measure A Fund to Provide Expenditure Authority for Anticipated Payments (Report by Michael Lima)

RES 24-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2023/24 BUDGET BY $1,774,819 TO FUND SETTLEMENT PAYMENTS FROM VARIOUS DEVELOPMENT IMPACT FEE FUNDS AND THE MEASURE A FUND

B-9 Fee Waiver for McNally Park Rental

Recommendation: Adopt a Resolution Waiving Rental Fees for McNally Park, Related to the Black History Month Celebration (Report by Joseph Hebert)

RES 24-06 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING RENTAL FEES FOR THE 3rd ANNUAL BLACK HISTORY MONTH EVENT IN THE AMOUNT OF $620.35

C. <u>PUBLIC HEARINGS</u>:

C-1 Annual Report Regarding Development Impact Fees for the 2022-2023 Fiscal Year

Recommendation: Conduct Public Hearing and Approve Resolution Adopting the Annual Report on Development Impact Fees (AB 1600) for Fiscal Year 2022-2023 and Make Findings Regarding the Continued Need for Certain Development Impact Fees (Report by Michael Lima)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM C-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-07 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES (AB 1600) FOR FY 2022-2023 AND MAKING FINDINGS REGARDING THE CONTINUED NEED OF CERTAIN DEVELOPMENT IMPACT FEES

C-2 <u>6:45 P.M.</u> - Public Hearing No. 3 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: Conduct a Public Hearing to Receive Public Input on District Boundaries to Account for Property Annexed to the City (Report by Alicia Gonzales)

D. <u>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:</u>

D-1 Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2024 to June 30, 2025, for the City as the Successor Agency (Action on this item by the Successor Agency)

Recommendation: Actions Related to Successor Agency Annual Budget Reporting to the Department of Finance:

1. Adopt a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2024 to June 30, 2025, for the City as the Successor Agency of the Former Madera Redevelopment Agency; and
2. Adopt a Resolution Approving the Administrative Budget for the City as the Successor Agency of the Former Madera Redevelopment Agency of the City for the Period of July 1, 2024 – June 30, 2025 (Report by Michael Lima)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

SA 24-01 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 24-25 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2024-2025 FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025

SA 24-02 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR JULY 1, 2024 THROUGH JUNE 30, 2025

D-2 Update of the City's Investment Policy

Recommendation: Adopt a Resolution updating the City's Investment Policy (Report by Michael Lima)

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE 2024 CITY OF MADERA INVESTMENT POLICY

D-3 California Office of Emergency Services Grant Subaward

Recommendation:
1. Adopt a Resolution Accepting a Grant Subaward from the California Office of Emergency Services in the Amount of $950,000; and
2. Adopt a Resolution Amending the City's 2023/24 Budget to Reflect Revenues and Expenditures Related to the Grant (Report by Giachino Chiaramonte)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ACCEPTING A GRANT SUBAWARD FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES IN THE AMOUNT OF $950,000

RES 24-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET

D-4 Acceptance of a Donation to the Police Department

Recommendation: Adopt a Resolution Accepting a Donation from Various Local Business Owners in the Amount of $4,500 and Amending the City's 2023/24 Budget to Reflect Revenues and Expenditures Related to the Donation (Report by Giachino Chiaramonte)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-4 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A DONATION TO THE POLICE DEPARTMENT FOR $4,500 AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET

D-5 Agreement for Lions Town & Country Park Restroom Renovation Project

Recommendation: Adopt a Resolution Awarding a Contract Under Invitation for Bids (IFB) No. 202324-05 to David J. Boyle Electric Shop for the Lions Town & Country Park Restroom Renovation for $164,000 (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-5 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AWARDING IFB NO. 202324-05 TO DAVID J. BOYLE ELECTRICAL SHOP FOR THE RENOVATION OF RESTROOM AT TOWN & COUNTRY PARK IN THE AMOUNT OF $164,000

D-6 Authority for Centennial Park Pool Complex Upgrades and Repairs

Recommendation: Adopt a Minute Order authorizing the City Manager to enter into a Contract for the Centennial Park Pool Complex Upgrades and Repairs Project up to an Amount not to Exceed $210,000 (Report by Joseph Hebert)

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-6 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TBD FOR THE CENTENNIAL PARK POOL COMPLEX UPGRADES AND REPAIRS PROJECT UP TO AN AMOUNT NOT TO EXCEED $210,000

D-7 Purchasing Agent Agreement with the County of Madera Relating to the CalFresh Healthy Living Program

Recommendation:

1. Adopt a Resolution Approving a Purchasing Agent Agreement with the County of Madera in the amount of $27,000 relating to CalFresh Healthy Living Program and ending September 30, 2024; and
2. Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget approving related revenue and expenditure line items relating to the execution of the CalFresh Healthy Living Program (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-7 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PURCHASING AGENT AGREEMENT WITH THE COUNTY OF MADERA IN THE AMOUNT OF $27,000 RELATING TO CALFRESH HEALTHY LIVING PROGRAM

RES 24-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2023/24 BUDGET APPROVING RELATED EXPENDITURE LINE ITEM RELATING TO CALFRESH HEALTHY LIVING PROGRAM

D-8 Madera Rotary Club Donation of $1,000 during FY 2023/24

Recommendation: 1. Adopt a Resolution Accepting Madera Rotary Club's Donation of $1,000; and

2. Adopt a Resolution Amending the City's Fiscal Year 2023/24 Budget Approving a Related Revenue and Expenditure Line Item Relating to the Appropriation of Madera Rotary Club's $1,000 Donation Amount (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-8 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: NONE.

RES 24-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING $1,000 IN DONATION FUNDS FROM THE MADERA ROTARY CLUB

RES 24-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2023/24 BUDGET APPROVING RELATED REVENUE AND EXPENDITURE LINE ITEMS RELATING TO THE $1,000 DONATION MADE BY THE MADERA ROTARY CLUB

E. ADMINISTRATIVE REPORTS: None.

E-1 Select Recipient for the Proclamation Recognizing February as Black History Month

Recommendation: Request for Councils selection of a recipient for the Proclamation Recognizing February as Black History Month (Report by Alicia Gonzales)

City Attorney Shannon Chaffin advised Council that they can either choose to recognize someone as the recipient or they can make it a general proclamation without identifying a recipient.

Councilmember Evans recommended Ella May Williams as the recipient. Ms. Williams has been a teacher with Madera Unified School District for over 35 years and she was also born and raised in Madera.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR GARCIA, ITEM E-1 TO RECOGNIZE ELLA MAY WILLIAMS AS THE RECIPIENT OF THE PROCLAMATION FOR BLACK HISTORY MONTH WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER MEJIA. ABSTAIN: 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.

Mayor Pro Tem Gallegos asked for a future agenda item where the Fire Department updates them on the refurbishing of Station 56 and Station 57 and give them updates on inspections. She welcomed Director of IT Gary Price. Mayor Pro Tem Gallegos stated that she liked that the agenda was organized, so that staff members were able to present their items one after the other. Not having staff bounce up and away from the podium was well received by her.

Councilmember Rodriguez welcomed Director of IT Gary Price. He asked that a proclamation for a cease fire in the Middle East be brought to a future agenda.

Councilmember Montes hopes everyone has a good New Year.

Councilmember Evans stated the Christmas Extravaganza was outstanding. They were able to service and bless more than 350 children from James Monroe Elementary with toys. The event was held at the James Monroe Elementary cafeteria. Some of the children didn't find a toy that they wanted and instead chose a toy for a sibling. She thanked the following for their participation in the event: Brett Frasier (Santa), Mayor Santos Garcia, Supervisor Gonzalez, Stephanie Nathan (NAACP), Alicia Brown (Madera High), City Manager Arnoldo Rodriguez, Police Department, Fire Department, individuals from the Democratic Club and Principal Perez. She hopes her colleagues will come out this year and that maybe, Santa can arrive on the fire engine as the children would enjoy that. She welcomed Director of IT Gary Price.

Councilmember Villegas stated he is a member of the League of California Cities Environmental [Quality Policy Committee] and he looks forward to reviewing and possibly revising State environmental policies. California has a high percentage of air contamination and he believes everyone should have better air quality.

Mayor Garcia mentioned that the following were just some of the things that happened in the past two (2) weeks. In-N-Out Burger opened, Fit Nation Gym opened, there was a Prayer March from Yosemite Avenue to Courthouse Park and a new Batting Cage business opened. There is positive news going forward regarding a new casino. He believes the casino will be a tremendous opportunity for Madera. Mayor Garcia thanked staff for their work. He reiterated that the Closed Session items had been pulled off the agenda and adjourned the meeting.

G. **CLOSED SESSION**: (Items were pulled off the agenda. No Closed Session.)

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

G-2 **Conference with Labor Negotiators - Pursuant to Government Code §54957.6**
Unrepresented Employee: City Manager

ADJOURNMENT: Meeting was adjourned at 8:44 p.m.

UPCOMING MEETING DATES:

- Wednesday, February 7, 2024
- Wednesday, February 21, 2024

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for January 6, 2024 to January 26, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of January 6, 2024 to January 26, 2024 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	38278 – 38360	$1,621,805.68

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$673,479.24
SDI	EDD	$2,893.96
CalPERS Payment	CalPERS	$430,788.06

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2023/2024 Adopted Budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2023/2024 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

February 7, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38278	01/12/2024	PD OPS	PD OPS	CALIFORNIA PEACE OFFICERS ASSOCIATION	DEPARTMENT MEMBERSHIP 2024	$ 1,500.00
38279	01/12/2024	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	09/23 PD CAR WASHES	$ 710.00
38280	01/12/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$ 2,800.00
38281	01/12/2024	GRANTS	PROP 1B PTMISEA	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	$ 3,406.00
38282	01/12/2024	PD OPS	MEAS K - PD	DAVID J. BOYLE	PD - REPORT ROOM REMODEL PYMT #1	$ 17,894.00
38283	01/12/2024	FINANCE	PAYROLL TRUST	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX FOR 12/22/23	$ 100.59
38284	01/12/2024	GRANTS	PROP 1B PTMISEA	STANTEC ARCHITECTURE INC.	TRANSIT CENTER CANOPY DESIGN	$ 8,294.00
38285	01/12/2024	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	$ 700.00
38286	01/12/2024	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - 01/24	$ 4,000.00
38287	01/12/2024	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	$ 342.10
38288	01/12/2024	FIRE	MEAS K - FIRE	BAUER COMPRESSORS, INC	BUDDY BREATHERS FOR SCBA'S	$ 6,997.20
38289	01/12/2024	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 127.61
38289	01/12/2024	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 323.05
38289	01/12/2024	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 144.30
38289	01/12/2024	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 189.49
38289	01/12/2024	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 45.24
38289	01/12/2024	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 203.65
38289	01/12/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 443.41
38289	01/12/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 174.35
38289	01/12/2024	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 160.39
38289	01/12/2024	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 259.76
38289	01/12/2024	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 223.06
38289	01/12/2024	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 152.27
38289	01/12/2024	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 140.95
38289	01/12/2024	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 25.02
38289	01/12/2024	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 203.35
38289	01/12/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 994.83
38289	01/12/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 124.41
38289	01/12/2024	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 859.65
38289	01/12/2024	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 187.78
38289	01/12/2024	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 1,985.61
38289	01/12/2024	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 813.88
38289	01/12/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 1,692.24
38289	01/12/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 760.38
38289	01/12/2024	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 839.93
38289	01/12/2024	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 308.25
38289	01/12/2024	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 2,964.03
38289	01/12/2024	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 1,437.32
38289	01/12/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 2,610.75
38289	01/12/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 3,598.17
38289	01/12/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 2,375.41

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38289	01/12/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 3,273.81
38289	01/12/2024	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 2,453.56
38289	01/12/2024	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 833.38
38289	01/12/2024	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 465.03
38289	01/12/2024	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 235.18
38289	01/12/2024	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 112.82
38289	01/12/2024	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/01/23-12/15/23	$ 6,080.90
38289	01/12/2024	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/16/23-12/31/23	$ 7,025.26
38289	01/12/2024	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 12/01/23-12/15/23	$ 777.90
38289	01/12/2024	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	$ 2,802.84
38289	01/12/2024	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK PROPANE	$ 4,408.34
38290	01/12/2024	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	$ 3,750.00
38291	01/12/2024	PW ADMIN	AIRPORT CAPITAL PROJECTS	BRANDLEY ENGINEERING INC	PROFESSIONAL ENGINEERING SERVICES	$ 13,404.25
38292	01/12/2024	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	$ 138.01
38293	01/12/2024	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	FRESNO RIVER LITTER ABATEMENT	$ 11,500.00
38294	01/12/2024	FACILITIES	CENTRAL ADMIN	MESA ENERGY SYSTEMS, INC	MAINTENANCE - CITY HALL	$ 1,933.56
38294	01/12/2024	FACILITIES	PD OPS	MESA ENERGY SYSTEMS, INC	MAINTENANCE - PD	$ 2,259.02
38295	01/12/2024	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 124.12
38295	01/12/2024	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 127.64
38295	01/12/2024	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 513.84
38295	01/12/2024	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 17.32
38295	01/12/2024	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 93.04
38295	01/12/2024	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 432.88
38295	01/12/2024	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 432.68
38295	01/12/2024	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 663.24
38295	01/12/2024	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 1,036.73
38295	01/12/2024	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 260.28
38295	01/12/2024	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 42.60
38295	01/12/2024	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 680.57
38295	01/12/2024	FINANCE	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 190.96
38295	01/12/2024	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 748.02
38295	01/12/2024	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	11/23 UNIFORM SERVICES	$ 127.40
38296	01/12/2024	ENGINEERING	TRANSPORTATION IMPACT FEE	CORNERSTONE STRUCTURAL ENG GROUP, INC.	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	$ 32,190.50
38297	01/12/2024	FINANCE	PURCHASING	JENNIFER STICKMAN	PER DIEM - CAPPO CONFERENCE 2024	$ 138.00
38298	01/12/2024	HR/RISK MGT	INS/RISK MGT	WILLIAM JAY LEIST	EMPLOYMENT LIABILITY INVESTIGATION SERVICES	$ 5,272.30
38299	01/12/2024	FACILITIES	PARKS	PACIFIC DOOR & CABINET CO	INTERIOR DOORS - PARKS	$ 2,470.00
38300	01/12/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 540.00
38300	01/12/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	$ 306.00
38301	01/12/2024	FINANCE	BUILDING	AT&T	11/23 FIRSTNET SVS 287302656036	$ 150.21
38301	01/12/2024	FINANCE	CITY CLERK	AT&T	11/23 FIRSTNET SVS 287302656036	$ 90.06
38301	01/12/2024	FINANCE	CITY COUNCIL	AT&T	11/23 FIRSTNET SVS 287302656036	$ 281.68
38301	01/12/2024	FINANCE	CODE ENF	AT&T	11/23 FIRSTNET SVS 287302656036	$ 45.03
38301	01/12/2024	FINANCE	COMPUTER MAINT	AT&T	11/23 FIRSTNET SVS 287302656036	$ 2,224.22
38301	01/12/2024	FINANCE	ENGINEERING	AT&T	11/23 FIRSTNET SVS 287302656036	$ 285.55

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38301	01/12/2024	FINANCE	FACILITIES MAINT	AT&T	11/23 FIRSTNET SVS 287302656036	$ 795.75
38301	01/12/2024	FINANCE	FINANCE	AT&T	11/23 FIRSTNET SVS 287302656036	$ 185.41
38301	01/12/2024	FINANCE	FLEET MAINT	AT&T	11/23 FIRSTNET SVS 287302656036	$ 45.03
38301	01/12/2024	FINANCE	GRANT OVERSIGHT	AT&T	11/23 FIRSTNET SVS 287302656036	$ 95.10
38301	01/12/2024	FINANCE	HR/RISK MGT	AT&T	11/23 FIRSTNET SVS 287302656036	$ 90.31
38301	01/12/2024	FINANCE	PARKS	AT&T	11/23 FIRSTNET SVS 287302656036	$ 195.37
38301	01/12/2024	FINANCE	PLANNING	AT&T	11/23 FIRSTNET SVS 287302656036	$ 45.03
38301	01/12/2024	FINANCE	STREETS	AT&T	11/23 FIRSTNET SVS 287302656036	$ 50.07
38301	01/12/2024	FINANCE	UB - GARBAGE	AT&T	11/23 FIRSTNET SVS 287302656036	$ 11.25
38301	01/12/2024	FINANCE	UB - SEWER	AT&T	11/23 FIRSTNET SVS 287302656036	$ 11.26
38301	01/12/2024	FINANCE	UB - WATER	AT&T	11/23 FIRSTNET SVS 287302656036	$ 22.52
38301	01/12/2024	FINANCE	WWTP	AT&T	11/23 FIRSTNET SVS 287302656036	$ 50.07
38301	01/12/2024	FINANCE	CITY MANAGER	AT&T	11/23 FIRSTNET SVS 287302656036	$ 90.31
38301	01/12/2024	FINANCE	PD OPS	AT&T	11/23 FIRSTNET SVS 287302656036	$ 5,691.98
38302	01/12/2024	PW ADMIN	AIRPORT CAPITAL PROJECTS	AGEE CONSTRUCTION CO.,INC	MADERA MUNICIPAL AIRPORT - DRAINAGE	$ 50,416.88
38303	01/12/2024	ENGINEERING	WATER CAPITAL OUTLAY	AM CONSULTING ENGINEERS, INC.	ON-CALL W-03 & W-04 WATER MAIN UPGRADES	$ 15,832.50
38304	01/12/2024	ENGINEERING	LTF - STREETS	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	$ 1,487.50
38304	01/12/2024	ENGINEERING	MEAS T - ENVIRO	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	$ 1,275.50
38305	01/12/2024	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	11/23 LIVESCAN/FINGERPRINTS	$ 160.00
38305	01/12/2024	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	11/23 BLOOD ALCOHOL ANALYSIS	$ 1,365.00
38305	01/12/2024	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 11/23	$ 255.00
38306	01/12/2024	PARKS ADMIN	PARKS ADMIN	CALIFORNIA PARK & RECREATION SOCIETY,INC	CPRS ANNUAL RENEWAL FEES	$ 550.00
38307	01/12/2024	CITY CLERK	CITY CLERK	CNA SURETY	BOND - DEPUTY CITY CLERK	$ 40.00
38307	01/12/2024	CITY CLERK	GENERAL FUND	CNA SURETY	BOND - DEPUTY CITY CLERK	$ 60.00
38308	01/12/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 12/22/2023 PAYROLL	$ 1,031.31
38309	01/12/2024	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	PRE-EMPLOYMENT PHYSICAL	$ 211.00
38309	01/12/2024	HR/RISK MGT	PARKS	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	AUDIOGRAM	$ 67.50
38309	01/12/2024	HR/RISK MGT	STREETS	OCCUPATIONAL HEALTH CENTERS OF CA, A MEDIC	AUDIOGRAM	$ 135.00
38310	01/12/2024	HR/RISK MGT	HR/RISK MGT	CPS HR CONSULTING	PROFESSIONAL RECRUITING SERVICES	$ 8,000.00
38311	01/12/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	11/23 BILLING	$ 2,574.32
38311	01/12/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	12/23 BILLING	$ 5,160.26
38311	01/12/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	12/23 NEWSLETTER	$ 339.09
38311	01/12/2024	FINANCE	UB - GARBAGE	DATAPROSE, LLC	01/24 NEWSLETTER	$ 339.09
38311	01/12/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	11/23 BILLING	$ 2,574.32
38311	01/12/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	12/23 BILLING	$ 5,160.27
38311	01/12/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	12/23 NEWSLETTER	$ 339.09
38311	01/12/2024	FINANCE	UB - SEWER	DATAPROSE, LLC	01/24 NEWSLETTER	$ 339.09
38311	01/12/2024	FINANCE	UB - WATER	DATAPROSE, LLC	11/23 BILLING	$ 5,148.65
38311	01/12/2024	FINANCE	UB - WATER	DATAPROSE, LLC	12/23 BILLING	$ 10,320.55
38311	01/12/2024	FINANCE	UB - WATER	DATAPROSE, LLC	12/23 NEWSLETTER	$ 678.19
38311	01/12/2024	FINANCE	UB - WATER	DATAPROSE, LLC	01/24 NEWSLETTER	$ 678.19
38312	01/12/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	$ 171.00
38312	01/12/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - FBSC	$ 30.00
38312	01/12/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES - PANAM	$ 30.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38312	01/12/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FBSC	$ 135.00
38313	01/12/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 12/01/23-12/15/23	$ 10,455.00
38313	01/12/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 12/16/23-12/31/23	$ 6,990.00
38314	01/12/2024	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 12,662.50
38315	01/12/2024	PARKS ADMIN	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	$ 2,160.30
38316	01/12/2024	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9926228	$ 200.00
38317	01/12/2024	FINANCE	PAYROLL TRUST	M.C.E.A.	12/23 MONTHLY DUES	$ 275.00
38318	01/12/2024	FINANCE	PAYROLL TRUST	M P O A	12/23 MONTHLY DUES	$ 6,183.54
38319	01/12/2024	WATER OPS	WATER OPS	MADERA PUMPS, INC.	WELL 18 ELECTRICAL MOTOR REPAIRS	$ 18,364.66
38320	01/12/2024	ENGINEERING	CDBG PUB IMPR	MADERA TRIBUNE	REQUEST FOR BID	$ 721.50
38320	01/12/2024	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 1,105.00
38321	01/12/2024	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 1,880.72
38322	01/12/2024	FINANCE	CFD 2005-1 CITY-WIDE SERVICES	WILLDAN FINANCIAL SERVICES	3RD QTR FY 23/24 CFD 2005-1 & 2006-1	$ 1,846.08
38322	01/12/2024	FINANCE	CFD 2006-1 KB HOME	WILLDAN FINANCIAL SERVICES	3RD QTR FY 23/24 CFD 2005-1 & 2006-1	$ 1,022.37
38323	01/12/2024	PARKS ADMIN	CDBG PUB IMPR	O'DELL ENGINEERING, INC.	DESIGN SVS - MCNALLY	$ 7,248.51
38323	01/12/2024	PARKS ADMIN	PROP 68 GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - OLIVE PARK	$ 8,665.59
38323	01/12/2024	PARKS ADMIN	SPECIAL LEGISLATIVE GRANT	O'DELL ENGINEERING, INC.	DESIGN SVS - LTC TRAILS	$ 4,570.00
38324	01/12/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 13.18
38324	01/12/2024	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 175.33
38324	01/12/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 2,005.61
38324	01/12/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 576.29
38324	01/12/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 7,435.00
38324	01/12/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 109.77
38324	01/12/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 84.53
38324	01/12/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 158.81
38324	01/12/2024	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 33.82
38324	01/12/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 179.90
38324	01/12/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 88.55
38324	01/12/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 7.85
38324	01/12/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 32,214.06
38324	01/12/2024	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 24.68
38324	01/12/2024	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 10.18
38324	01/12/2024	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 20.49
38324	01/12/2024	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	11/23 SERVICE 9920095153-3	$ 3,746.12
38325	01/12/2024	FLEET	FLEET ACQUISITION	THE PAPE` GROUP, INC.	JOHN DEERE LOADER & MULCHING HEAD	$ 150,182.25
38326	01/12/2024	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	$ 2,855.10
38326	01/12/2024	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	WATER MAIN REPLACEMENT - W-39, W-40, & W-41	$ 64,077.71
38327	01/12/2024	PD OPS	MEAS K - PD	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	$ 4,879.00
38328	01/12/2024	FIRE	FIRE	SCHOETTLER TIRE, INC.	TIRES FOR E-6	$ 2,788.53
38329	01/12/2024	WWTP	WWTP	SPARKLETTS	WWTP - LAB & DRINKING WATER	$ 25.70
38330	01/12/2024	PW ADMIN	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5F20C399064	$ 652.00
38330	01/12/2024	WWTP	WWTP	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FAC ID: 5C200101001	$ 36,785.00
38330	01/12/2024	WATER QUALITY	WATER OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL WATER SYSTEM FEE	$ 1,679.52
38330	01/12/2024	WATER QUALITY	WATER QUALITY CONTROL	STATE WATER RESOURCES CONTROL BOARD	ANNUAL WATER SYSTEM FEE	$ 65,000.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
38331	01/12/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 12/22/23 PAYROLL	$ 25.00
38332	01/12/2024	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	$ 13,480.19
38333	01/12/2024	FINANCE	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	EXECUTIME ANNUAL MAINTENANCE	$ 24,166.31
38334	01/12/2024	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 05/01/23-07/31/23	$ 669.00
38334	01/12/2024	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 08/01/23-10/31/23	$ 636.00
38335	01/12/2024	PLANNING	PLANNING	BLDING/PLAN REFNDS	REFUND DOUBLE PAYMENT	$ 188.00
38336	01/12/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 200.00
38337	01/12/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	$ 50.00
38338	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923181 TERM REFUND	$ 72.60
38339	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9899293 TERM REFUND	$ 202.01
38340	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8668714	$ 22.18
38341	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921603 TERM REFUND	$ 25.15
38342	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916833 TERM REFUND	$ 37.97
38343	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000802	$ 260.17
38344	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 10000610 TERM REFUND	$ 75.17
38345	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 1478001 TERM REFUND	$ 1,943.84
38346	01/12/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 1479001 TERM REFUND	$ 667.84
38347	01/18/2024	PD OPS	PD OPS	VASQUEZ, RYAN	PER DIEM - 2024 SHOT SHOW	$ 448.50
38348	01/18/2024	CITY CLERK	CITY COUNCIL	RODRIGUEZ, JOSE	PER DIEM - MAYORS & COUNCILMEMBERS ACADEMY	$ 378.54
38349	01/18/2024	CITY CLERK	CITY COUNCIL	GARCIA, SANTOS	PER DIEM - MAYORS & COUNCILMEMBERS ACADEMY	$ 203.00
38350	01/18/2024	HR/RISK MGT	HR/RISK MGT	BATTLES, ERIC	PER DIEM - LCW 2024 PUBLIC EMPLOYMENT LAW CONF	$ 98.75
38351	01/18/2024	PD OPS	DUI ENF & AWARENESS	HERNANDEZ, RUBEN	PER DIEM - DUI DETECTION FIELD SOBRIETY	$ 203.50
38352	01/18/2024	CITY CLERK	CITY COUNCIL	EVANS, ANITA	PER DIEM - MAYORS & COUNCILMEMBERS ACADEMY	$ 378.54
38353	01/18/2024	CITY CLERK	CITY COUNCIL	VILLEGAS, ARTEMIO	PER DIEM - MAYORS & COUNCILMEMBERS ACADEMY	$ 203.00
38354	01/18/2024	CITY CLERK	CITY COUNCIL	MEJIA, ELSA	PER DIEM - MAYORS & COUNCILMEMBERS ACADEMY	$ 203.00
38355	01/18/2024	PD OPS	PD OPS	ANAYA, CHRIS	PER DIEM - 2024 SHOT SHOW	$ 448.50
38356	01/18/2024	PD OPS	PD OPS	ARNOLD, JOSIAH	PER DIEM - 2024 SHOT SHOW	$ 448.50
38357	01/18/2024	PD OPS	PD OPS	ASSET FORFEITURE/OTHER PD	PER DIEM - DEFENSIVE TACTICS	$ 396.75
38358	01/18/2024	PD OPS	DUI ENF & AWARENESS	ASSET FORFEITURE/OTHER PD	PER DIEM - DUI DETECTION FIELD SOBRIETY	$ 203.50
38359	01/18/2024	PD OPS	DUI ENF & AWARENESS	ASSET FORFEITURE/OTHER PD	PER DIEM - DUI DETECTION FIELD SOBRIETY	$ 203.50
38360	01/19/2024	ENGINEERING	ARTERIAL/COLLECTOR	BOND ENCROACH	REIMBURSEMENT - AMOND WORLD PHASE 1	$ 375,763.88
38360	01/19/2024	ENGINEERING	WATER CAPITAL OUTLAY	BOND ENCROACH	REIMBURSEMENT - AMOND WORLD PHASE 1	$ 189,191.10
405	01/08/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 01/05/2024	$ 13,226.78
406	01/08/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 01/05/2024	$ 2,177.12
407	01/09/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	$ 100.00
407	01/09/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/09/2024	$ 1,619.15
408	01/17/2024	FINANCE	WATER DEBT SRVC/REV BONDS	BANK OF NEW YORK MELLON	2019 LEASE REVENUE BOND PAYMENT	$ 227,675.00
409	01/18/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/18/2024	$ 1,018.97
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 1,621,805.68**

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: B-3

SUBJECT:

Piggyback Purchase Agreements for Fleet Division-related Purchases

RECOMMENDATION:

Adopt a Resolution approving State of California piggyback agreements for the purchase of six pickup trucks and an accompanying Appropriations Amendment increasing various budgets to pay for additional costs associated with these vehicle purchases

SUMMARY:

Appropriations for several pieces of equipment were included in the Fiscal Year (FY) 2023/24 Adopted Budget for the Fleet Replacement Program (Org Unit 3070-1250), which Council approved on August 24, 2023. Included were replacement vehicles for:

- Building
- Parks
- Water Maintenance
- Water Quality
- Public Works
- Code Enforcement

Leveraging existing contracts from other agencies enables streamlined procurement, ensuring cost-effectiveness, compliance, and adherence to standards. As the price for the Water Maintenance, Water Quality, and Public Works vehicles exceed what was budgeted, an appropriations amendment is needed to fund the requested purchases.

DISCUSSION:

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A piggyback contract can be executed via another entity's agreement when the items or services

have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division purchases various commodities throughout the year for its daily operations, including vehicles, equipment, miscellaneous goods, and services. Because of the variety and quantity of procurements made by Fleet, the division is a natural fit to utilize the piggyback procurement process.

In this instance, staff recommends using the State of California piggyback purchase agreement to purchase pickups for various departments.

Table 1: *Summary of equipment per this item*

Equipment	Department	New or replacement equipment?	Costs[1]
Ford Maverick	Building	Replacement	$31,708
Ford F150	Parks	Replacement	$41,861
Ford F150 Supercab	Water Maintenance	Replacement	$45,446
Ford F150 Supercab	Water Quality	Replacement	$45,446
Ford F150 Crewcab	Public Works Director	New	$53,678
Ford F150	Code Enforcement	Replacement	$41,861
		Total	**$260,000**

[1] Figures rounded to the nearest dollar

FINANCIAL IMPACT:

The purchases under the recommended cooperative purchase agreement will be made from the Fleet Acquisition Program (Org 3070-1250). The purchase price of the Water Maintenance, Water Quality, and Public Works Director vehicles exceed what was initially budgeted due to price increases from the manufacturer and vehicle upgrades needed to serve the needs of the departments. Additional funds above the original fiscal year budget amount for purchasing come from the Water Fund via a Budget Amendment included in this agenda item. Table 2 summarizes the additional funds needed for the three over-budget purchases.

Table 2: *Budgeted Funds vs. Quoted Prices*[1]			
Item	Budget	Quote	Difference
Water Maintenance Pickup	$42,000	$45,446	($3,446)
Water Quality Pickup	$42,000	$45,446	($3,446)
Public Works Pickup	$40,000	$53,678	($13,678)
		Total	**($20,570)**
[1] Figures rounded to the nearest dollar			

ALTERNATIVES:

As an alternative, Council may direct staff to prepare a Request for Proposals (RFP) to solicit quotes from vendors per item or issue an RFP per item. Either scenario, while feasible, would require staff resources with no certainty that the prices obtained through this alternative process would be better than those obtained through piggybacking. Council may also reject the Budget Amendment, resulting in insufficient funds being available for the purchases of the Water Maintenance, Water Quality, and Public Works vehicles.

ATTACHMENTS:

1. Resolution approving State of California piggyback purchases
2. Exhibit A - Budget Amendment

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF CALIFORNIA PIGGYBACK AGREEMENT FOR THE PURCHASE OF PICKUPS FOR THE BUILDING, PARKS, WATER MAINTENANCE, WATER QUALITY, PUBLIC WORKS DIRECTOR, AND CODE ENFORCEMENT DEPARTMENTS

WHEREAS, a piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which added Title II Section 4 Purchasing Procedures to the City's Municipal Code; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that a piggyback purchase through the State of California best meets the City's interests; and

WHEREAS, the Fiscal Year 2023/2024 contained $250,000 for the purchase of these vehicles; and

WHEREAS, additional appropriations are needed to fully fund the purchases.

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

1. The above recitals are true and correct and are incorporated herein by this reference.

2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.

3. The Council approves the State of California piggyback agreements for purchase of the following:

    a. Ford Maverick for Building from Downtown Ford in the amount of $31,708.30
    b. Ford F150 for Parks from Downtown Ford in the amount of $41,861.07
    c. Ford F150 Supercab for Water Maintenance from Downtown Ford in the amount of $45,446.31

d. Ford F150 Supercab for Water Quality from Downtown Ford in the amount of $45,446.31
e. Ford F150 Crewcab for Public Works from Downtown Ford in the amount of $53,677.64
f. Ford F150 for Code Enforcement from Downtown Ford in the amount of $41,861.00

4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the State of California agreements and California law, and subject to approval as to legal form by the City Attorney.

5. The appropriations for the items listed in Exhibit A, attached hereto, are approved.

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

7. This Resolution shall take effect immediately upon its adoption.

* * *

EXHIBIT A
CITY OF MADERA

Budget Appropriations: Res. 24-_____

Budget Adjustments for Fiscal Year 2023/24

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Water Fund	20300000	4682	Collection Recovery		($20,570)
Water Fund	20303800	8200	Transfers Out	$20,570	
Equipment Fund	30701250	4355	Transfer-In		(20,750)
Equipment Fund	30701250	7000	Vehicles and Equipment	20,750	
				$41,320	($41,320)

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: B-4

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

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 Council with an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's contract City Attorney. The information presented encompasses the invoices received from Aleshire & Wynder, LLP for the months of October and November 2023, as well as tracking the Fiscal Year (FY) 2023/24 invoices received through a Year-to-Date (YTD) column.

Should the Council desire additional information or modifications to the format in future iterations of this report, please advise accordingly.

Firm: and Aleshire & Wynder, LLP (City Attorney Services and Litigation)
Billing Periods: October 2023 and November 2023

Matter	*Charges*		
	October 2023	November 2023	FY 2023/24 (YTD)
General Legal Review/Advice	$12,345.59	$11,219.00	$52,880.59
City Clerk	$0	$0	$117.50

Attendance at Council Meetings & Requests for Information/Research	$0	$0	$2,702.50
City Manager	$0	$0	$0
Review and Advice on Agreements	$0	$0.00	$1,010.50
Planning/Planning Commission	$2,025.00	$3,390.50	$12,693.00
Finance	$1,189.00	$406.00	$4,292.00
Successor Agency	$0	$0	$75.00
Public Works/Engineering	$1,150.00	$1,128.50	$11,215.50
Police Department - General	$1,050.00	$450.00	$2,550.00
Economic Development	$0	$0	$0
Personnel/Payroll	$0	$58	$81.50
Municipal Code Enforcement	$283.33	$106.00	$2,143.83
Wastewater	$0	$0	$116.00
Water	$522.00	$435.00	$1,015.00
Ordinances	$0	$0	$235.00
Special Projects (Montoy)	$0	$0	$3,715.00
Housing	$0	$269.50	269.50
Cannabis	$0	$0	$11,117.50
Total Advisory Services	$18,564.92	$17,462.50	$106,229.92
Litigation Services			
Total Litigation Services	$0	$0	$13,655.49
Discounted Hours	$0	$0	- ($2.35)
Travel/Lodging Expenses	$0	$0	$0
Shipping	$0	$0	$$0
Total Advisory & Litigation Services	**$18,564.92**	**$17,462.50**	**$119,883.06**

FINANCIAL IMPACT:

For FY 2023/24, expenditures for invoices related to legal fees total $119,883.06. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

Legal Invoices FY 2023/24 YTD	
City Attorney Advisory Services	
Montoy Law Corporation	$26,159.50
Aleshire and Wynder	$80,070.42
Litigation Services (Including discounted hours, travel & shipping)	
Montoy Law Corporation	$4,092.15
Aleshire and Wynder	$9,560.99
Total City Attorney and Litigation Services YTD	**$119,883.06**

ALTERNATIVES:

This report is purely for informational purposes, and no action is necessary from the Council. It aims to provide transparency regarding recent billings and year-to-date totals for legal services.

ATTACHMENTS:
None

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: B-5

SUBJECT:

Adoption of updated City of Madera Full Time Salary Schedule

RECOMMENDATION:

Adopt a resolution approving the revised City of Madera Full Time Salary Schedule reflecting a two percent (2%) cost-of-living adjustment effective December 30, 2023, for certain positions

SUMMARY:

The City is required by Government Code Sections 36506 and 37206 and the California Code of Regulations, title 2, §570.5 to publicly adopt its pay schedule. Pursuant to Memorandums of Understanding (MOUs) and subsequent Side Letter Agreements with the City's four (4) bargaining units, the adopted Standard Terms and Conditions for employment agreements with unrepresented department heads, and the At-Will Employment Agreement with the City Clerk, a two percent (2%) cost-of-living adjustment (COLA) was applied to the salary schedule effective the pay period beginning December 30, 2023. The requested action is to adopt the revised City of Madera Full Time Salary Schedule reflecting the COLA for affected positions.

DISCUSSION:

The City Council has previously adopted MOUs and subsequent Side Letter Agreements with all bargaining units, Standard Terms and Conditions for unrepresented department heads, and an individual At-Will Employment Agreement with the City Clerk that provided for a two percent (2%) COLA to be effective the pay period beginning December 30, 2023, with pay date January 19, 2024.

California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5 require the City to publicly adopt its pay schedule. While the schedules are provided in individual MOUs, the City typically adopts a consolidated schedule for all full time positions that is published on the City's website and provided to the California Public Employees' Retirement

System (CalPERS) to ensure compliance with the above-noted code sections. Staff has prepared a revised City of Madera Full Time Salary Schedule that reflects the pay rates for each position after the COLA was applied to positions approved for the increase via the previously referenced agreements and adopted standard terms. While the position of City Manager is listed on the Full Time Salary Schedule contemplated for approval, there is no change to the pay steps listed from the prior schedule as the COLA was not authorized in the applicable At-Will Employment Agreement. However, as the schedule is a consolidation of all full time job classifications, the classification and applicable pay steps are on reflected on the document. The consolidated Full Time Salary Schedule effective December 30, 2023, will be posted on the City's website, if adopted.

California Minimum Wage Increase

California Senate Bill 3 was approved in 2016 and provided for a phased-in increase to the California minimum wage as outlined in Government Code §1182.12(b). Beginning in 2017, minimum wage began increasing by fifty cents ($0.50) per hour each year until it reached $15.00 per hour by 2022 for large employers (26 or more employees) and by 2023 for small employers (less than 26 employees). Following these set adjustments, the law calls for an annual analysis by the California Department of Finance to calculate the change in the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers, and apply a percent-based increase to the minimum wage that is the lesser of that calculation and 3.5%, rounded to the nearest ten cents ($0.10).

Based on the above adjustment analysis, effective January 1, 2024, the California minimum wage applicable to large employers increased from $15.50 per hour to $16.00 per hour. The application of this change to the City is twofold:

1. Entry-level part time positions start at minimum wage.

   All part time positions in the City are assigned salary ranges from City of Madera Salary Schedule P, with the approved salary range assignments shown in Attachment 2 for reference. Effective January 1, 2024, any employee in a part time position assigned to Range 17 who was currently at A-Step (2023 minimum wage) was moved up one step to B-Step (2024 minimum wage). In addition, as the Facility Aide and Facility Aide Certified Pool Operator have an intentional fifty cent ($0.50) spread for the specific pool operator duties, part time employees assigned to this job classification were adjusted to maintain the 50 cent per hour difference for pool operator duties.

2. Entry-level full time positions' starting pay compared to minimum wage

   The City Council took action to adjust entry-level full time positions to approximately one dollar ($1.00) above minimum wage beginning January 2023 as all of the entry-level full time positions in the City require some type of prior work experience. These include Office

Assistant I, Parks Worker I, Public Works Maintenance Worker I, Accounting Technician I, and Water Conservation Customer Service Representative.

Since moving the assigned salary ranges to reflect the $1.00 differential between starting pay and minimum wage, the salary ranges for these positions have been adjusted for cost-of-living increases twice pursuant to their negotiated MOUs, 2% effective June17, 2023, and 2% effective December 30, 2023. These adjustments have maintained the differential and no further adjustment is required to maintain the differential at this time as shown in Table 1.

Table 1: *Hourly Rate Differential between Minimum Wage and Entry-Level Full Time*

Date	Minimum Wage	Entry-Level Full Time	Differential
January 2023	$15.50	$16.50	$1.00
January 2024	$16.00	$17.17	$1.17

FINANCIAL IMPACT:

The requested action is to adopt a consolidated public pay schedule; no new pay adjustments or increases are being requested besides those previously authorized by Council action. All negotiated pay increases were included when calculating salary and benefit projections in the adopted operating budget.

ALTERNATIVES:

Council may direct staff to modify the City's full time or part time salary schedules.

ATTACHMENTS:

1. Resolution adopting the City of Madera Full Time Salary Schedule
    a. Attachment A: City of Madera Full Time Salary Schedule effective December 30, 2023
2. Adopted Part Time Salary Schedule

Attachment 1

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE DECEMBER 30, 2023

WHEREAS, the City of Madera (City) has negotiated and adopted Memorandums of Understanding and subsequent Side Letter Agreements with its four bargaining units that include a two percent (2%) cost-of-living adjustment effective December 30, 2023; and

WHEREAS, the City has adopted revised Standard Terms and Conditions for unrepresented department heads that include a two percent (2%) cost-of-living adjustment effective December 30, 2023; and

WHEREAS, the City Council has amended the City Clerk's Employment Agreement to include a two percent (2%) cost-of-living adjustment December 30, 2023; and

WHEREAS, the City has prepared a consolidated Full Time Salary Schedule that captures these changes in a single schedule to be published on its website.

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

1. The above recitals are true and correct.

2. Effective December 30, 2023, the City of Madera Full Time Salary Schedule provided as Attachment A is approved.

3. This resolution is effective immediately upon adoption.

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

Attachment A

City of Madera Full Time Salary Schedule Effective 12/30/2023

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	$1,509.79	$1,585.34	$1,664.74	$1,748.01	$1,835.13	$1,927.22
Accounting Technician I	GBU	263	$1,373.59	$1,441.97	$1,514.20	$1,589.75	$1,669.15	$1,752.97
Accounting Technician II	GBU	283	$1,517.51	$1,593.06	$1,673.01	$1,756.83	$1,844.50	$1,936.59
Accounting Technician III	GBU	300	$1,651.51	$1,734.22	$1,820.79	$1,911.78	$2,007.72	$2,108.08
Administrative Assistant	GBU	303	$1,676.32	$1,760.14	$1,848.36	$1,941.00	$2,038.05	$2,139.51
Animal Control Officer	GBU	290	$1,571.55	$1,649.85	$1,732.56	$1,819.14	$1,910.12	$2,005.52
Assistant Planner	GBU	352	$2,140.62	$2,247.59	$2,360.08	$2,478.09	$2,602.16	$2,732.29
Building Permit Technician	GBU	288	$1,555.56	$1,633.31	$1,714.92	$1,800.94	$1,890.82	$1,985.67
Combination Building Inspector	GBU	348	$2,098.16	$2,203.48	$2,313.21	$2,429.01	$2,550.87	$2,678.25
Computer Technician	GBU	344	$2,056.80	$2,159.92	$2,267.99	$2,381.04	$2,500.14	$2,625.32
Construction Inspector I	GBU	322	$1,843.40	$1,935.49	$2,031.99	$2,133.45	$2,240.42	$2,352.36
Construction Inspector II	GBU	342	$2,036.40	$2,138.41	$2,245.39	$2,357.33	$2,475.33	$2,599.40
Deputy City Clerk	GBU	311	$1,744.70	$1,831.82	$1,923.36	$2,019.86	$2,120.77	$2,226.64
Electrician II	GBU	361	$2,238.77	$2,350.71	$2,468.71	$2,591.68	$2,721.26	$2,857.46
Electrician III	GBU	381	$2,473.67	$2,597.75	$2,735.60	$2,863.53	$3,006.90	$3,157.44
Engineering Technician I	GBU	302	$1,668.05	$1,751.87	$1,838.99	$1,931.08	$2,027.58	$2,129.04
Engineering Technician II	GBU	322	$1,843.40	$1,935.49	$2,031.99	$2,133.45	$2,240.42	$2,352.36
Engineering Technician III	GBU	350	$2,119.66	$2,225.54	$2,336.92	$2,453.27	$2,576.24	$2,704.72
Facilities Maintenance Technician	GBU	289	$1,563.28	$1,641.58	$1,723.74	$1,809.76	$1,900.20	$1,995.59
Grants Specialist	GBU	299	$1,643.23	$1,725.40	$1,811.97	$1,902.40	$1,997.80	$2,097.61
Industrial Electrical Technician	GBU	381	$2,473.67	$2,597.75	$2,735.60	$2,863.53	$3,006.90	$3,157.44
Lead Electrician	GBU	401	$2,733.39	$2,870.15	$3,013.52	$3,164.05	$3,322.31	$3,488.29
Maintenance Technician	GBU	308	$1,718.78	$1,804.80	$1,895.23	$1,990.08	$2,089.33	$2,193.55
Mechanic I	GBU	286	$1,540.12	$1,617.32	$1,698.38	$1,783.30	$1,872.07	$1,965.82
Mechanic II	GBU	301	$1,659.78	$1,743.04	$1,830.17	$1,921.70	$2,017.65	$2,118.56
Mechanic III	GBU	321	$1,834.03	$1,925.56	$2,022.06	$2,122.97	$2,229.40	$2,340.78
Neighborhood Outreach Assistant	GBU	276	$1,465.13	$1,538.47	$1,615.66	$1,696.17	$1,781.09	$1,870.42
Neighborhood Outreach Coordinator	GBU	306	$1,701.69	$1,787.16	$1,876.49	$1,970.23	$2,068.38	$2,172.05
Neighborhood Preservation Specialist I	GBU	310	$1,735.87	$1,823.00	$1,913.98	$2,009.93	$2,110.29	$2,215.61
Neighborhood Preservation Specialist II	GBU	330	$1,918.39	$2,014.34	$2,114.70	$2,220.57	$2,331.41	$2,448.31
Neighborhood Preservation Specialist III	GBU	350	$2,119.66	$2,225.54	$2,336.92	$2,453.27	$2,576.24	$2,704.72
Office Assistant I	GBU	263	$1,373.59	$1,441.97	$1,514.20	$1,589.75	$1,669.15	$1,752.97
Office Assistant II	GBU	283	$1,517.51	$1,593.06	$1,673.01	$1,756.83	$1,844.50	$1,936.59
Parks Leadworker	GBU	323	$1,852.22	$1,944.86	$2,042.46	$2,144.48	$2,251.45	$2,363.94
Parks Worker I	GBU	263	$1,373.59	$1,441.97	$1,514.20	$1,589.75	$1,669.15	$1,752.97
Parks Worker II	GBU	283	$1,517.51	$1,593.06	$1,673.01	$1,756.83	$1,844.50	$1,936.59

City of Madera Full Time Salary Schedule Effective 12/30/2023

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Parks Worker III	GBU	303	$1,676.32	$1,760.14	$1,848.36	$1,941.00	$2,038.05	$2,139.51
Payroll Specialist	GBU	316	$1,788.81	$1,878.14	$1,972.43	$2,070.59	$2,174.25	$2,282.88
Plans Examiner	GBU	360	$2,227.74	$2,339.13	$2,456.03	$2,579.00	$2,708.03	$2,843.13
Public Works Equipment Operator	GBU	303	$1,676.32	$1,760.14	$1,848.36	$1,941.00	$2,038.05	$2,139.51
Public Works Maintenance Lead Worker	GBU	323	$1,852.22	$1,944.86	$2,042.46	$2,144.48	$2,251.45	$2,363.94
Public Works Maintenance Worker I	GBU	263	$1,373.59	$1,441.97	$1,514.20	$1,589.75	$1,669.15	$1,752.97
Public Works Maintenance Worker II	GBU	283	$1,517.51	$1,593.06	$1,673.01	$1,756.83	$1,844.50	$1,936.59
Purchasing Assistant	GBU	280	$1,494.90	$1,569.34	$1,648.20	$1,730.36	$1,816.93	$1,907.92
Recreation/Community Programs Coordinator	GBU	313	$1,762.34	$1,850.57	$1,942.66	$2,040.26	$2,142.27	$2,249.25
Solid Waste/Recycling Assistant	GBU	283	$1,517.51	$1,593.06	$1,673.01	$1,756.83	$1,844.50	$1,936.59
Solid Waste/Recycling Coordinator	GBU	313	$1,762.34	$1,850.57	$1,942.66	$2,040.26	$2,142.27	$2,249.25
Water Conservation Customer Service Representative	GBU	263	$1,373.59	$1,441.97	$1,514.20	$1,589.75	$1,669.15	$1,752.97
Water Conservation Specialist	GBU	283	$1,517.51	$1,593.06	$1,673.01	$1,756.83	$1,844.50	$1,936.59
Water Quality Specialist II	GBU	340	$2,016.55	$2,116.91	$2,222.78	$2,334.17	$2,451.07	$2,573.48
Water Quality Specialist I	GBU	320	$1,824.65	$1,916.19	$2,012.14	$2,112.49	$2,218.37	$2,329.20
Water Quality Specialist In Training	GBU	293	$1,594.71	$1,674.67	$1,758.48	$1,846.16	$1,938.80	$2,035.85
Water System Lead Worker	GBU	365	$2,283.99	$2,398.13	$2,518.34	$2,644.06	$2,776.41	$2,915.36
Water System Technician	GBU	350	$2,119.66	$2,225.54	$2,336.92	$2,453.27	$2,576.24	$2,704.72
Water System Worker I	GBU	293	$1,594.71	$1,674.67	$1,758.48	$1,846.16	$1,938.80	$2,035.85
Water System Worker II	GBU	320	$1,824.65	$1,916.19	$2,012.14	$2,112.49	$2,218.37	$2,329.20
Water System Worker III	GBU	340	$2,016.55	$2,116.91	$2,222.78	$2,334.17	$2,451.07	$2,573.48
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	$2,067.28	$2,170.39	$2,279.02	$2,393.17	$2,512.83	$2,638.55
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	$2,283.99	$2,398.13	$2,518.34	$2,644.06	$2,776.41	$2,915.36
WWTP Lead Operator	GBU	383	$2,498.49	$2,623.66	$2,754.90	$2,892.20	$3,037.23	$3,188.87
WWTP Mechanic	GBU	375	$2,400.89	$2,521.10	$2,646.82	$2,779.16	$2,918.12	$3,064.25
WWTP Operator I	GBU	322	$1,843.40	$1,935.49	$2,031.99	$2,133.45	$2,240.42	$2,352.36
WWTP Operator II	GBU	344	$2,056.80	$2,159.92	$2,267.99	$2,381.04	$2,500.14	$2,625.32
WWTP Operator III	GBU	364	$2,272.96	$2,386.55	$2,505.66	$2,630.83	$2,762.62	$2,900.48
WWTP Operator In Training	GBU	301	$1,659.78	$1,743.04	$1,830.17	$1,921.70	$2,017.65	$2,118.56
Chief Building Official	M	464	$3,669.11	$3,852.38	$4,044.84	$4,247.56	$4,459.48	$4,682.75
City Engineer	M	525	$4,973.60	$5,222.28	$5,483.40	$5,757.48	$6,045.63	$6,347.83
Communications Manager	M	456	$3,525.31	$3,701.55	$3,886.98	$4,081.06	$4,285.41	$4,499.49
Director of Community Development	M	535	$5,228.23	$5,489.34	$5,763.97	$6,052.12	$6,354.86	$6,672.74
Director of Financial Services	M	525	$4,973.60	$5,222.28	$5,483.40	$5,757.48	$6,045.63	$6,347.83
Director of Human Resources	M	513	$4,684.92	$4,919.00	$5,164.98	$5,423.39	$5,694.23	$5,979.13
Director of Information Technology	M	500	$4,390.83	$4,610.31	$4,840.61	$5,082.81	$5,336.89	$5,603.95

City of Madera Full Time Salary Schedule Effective 12/30/2023

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Director of Parks & Community Services	M	509	$4,592.47	$4,821.69	$5,062.80	$5,315.81	$5,581.79	$5,860.74
Planning Manager	M	476	$3,895.09	$4,090.25	$4,294.60	$4,509.22	$4,734.65	$4,971.44
Police Chief	M	554	$5,747.75	$6,035.36	$6,337.02	$6,653.81	$6,986.29	$7,335.52
Public Works Operations Director	M	508	$4,569.23	$4,797.90	$5,037.93	$5,289.86	$5,554.22	$5,831.55
City Clerk	EXE	419	$2,817.36	$2,958.70	$3,106.27	$3,261.63	$3,424.79	$3,596.27
City Manager	EXE	587	$6,385.17	$6,704.58	$7,039.78	$7,391.80	$7,761.13	$8,149.32
Crime Analysis Technician	MPOA	306	$1,701.69	$1,787.16	$1,876.49	$1,970.23	$2,068.38	$2,172.05
Police Corporal	MPOA	383	$2,498.49	$2,623.66	$2,754.90	$2,892.20	$3,037.23	$3,188.87
Police Officer I	MPOA	363	$2,261.38	$2,374.42	$2,492.97	$2,617.60	$2,748.83	$2,886.14
Police Officer II	MPOA	373	$2,377.18	$2,495.73	$2,620.90	$2,751.59	$2,889.45	$3,033.92
Police Officer Trainee	MPOA	333	$1,947.07	$2,044.67	$2,146.68	$2,254.21	$2,366.70	$2,485.26
Police Sergeant	MPOA	426	$3,096.23	$3,251.18	$3,413.85	$3,584.24	$3,763.45	$3,951.48
Property & Evidence Officer	MPOA	296	$1,618.97	$1,700.03	$1,784.95	$1,874.28	$1,968.02	$2,066.18
Public Safety Dispatcher	MPOA	294	$1,602.98	$1,682.94	$1,767.30	$1,855.53	$1,948.17	$2,045.77
Records Clerk	MPOA	270	$1,422.11	$1,493.25	$1,567.69	$1,646.54	$1,728.71	$1,815.28

Attachment A

City of Madera Full Time Salary Schedule Effective 12/30/2023

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Executive Secretary to the Chief of Police	LEMM	330	$1,918.39	$2,014.34	$2,114.70	$2,220.57	$2,331.41	$2,448.31	$2,509.52	$2,570.73	$2,631.93	$2,693.14
Police Auxiliary Services Supervisor	LEMM	350	$2,119.66	$2,225.54	$2,336.92	$2,453.27	$2,576.24	$2,704.72	$2,772.34	$2,839.96	$2,907.57	$2,975.19
Police Commander	LEMM	504	$4,568.52	$4,797.36	$5,037.23	$5,288.68	$5,553.36	$5,830.73				
Police Lieutenant	LEMM	487	$4,197.42	$4,406.96	$4,627.53	$4,859.12	$5,101.75	$5,357.06				
Police Office Supervisor	LEMM	350	$2,119.66	$2,225.54	$2,336.92	$2,453.27	$2,576.24	$2,704.72	$2,772.34	$2,839.96	$2,907.57	$2,975.19
Accountant I	MM	322	$1,843.40	$1,935.49	$2,031.99	$2,133.45	$2,240.42	$2,352.36	$2,411.17	$2,469.98	$2,528.79	$2,587.60
Accountant II	MM	362	$2,250.35	$2,362.84	$2,480.84	$2,604.91	$2,735.05	$2,871.80	$2,943.60	$3,015.39	$3,087.19	$3,158.98
Administrative Analyst I	MM	358	$2,205.68	$2,315.97	$2,431.77	$2,553.63	$2,681.01	$2,815.00	$2,885.38	$2,955.75	$3,026.13	$3,096.50
Administrative Analyst II	MM	386	$2,536.54	$2,663.36	$2,796.26	$2,936.32	$3,083.00	$3,236.84	$3,317.76	$3,398.68	$3,479.61	$3,560.53
Assistant Engineer	MM	392	$2,613.18	$2,743.87	$2,881.18	$3,025.10	$3,176.74	$3,335.55	$3,418.93	$3,502.32	$3,585.71	$3,669.10
Associate Civil Engineer	MM	445	$3,403.92	$3,574.31	$3,752.97	$3,940.46	$4,137.86	$4,344.65	$4,453.26	$4,561.88	$4,670.50	$4,779.11
Associate Planner	MM	368	$2,318.73	$2,434.52	$2,556.39	$2,683.77	$2,818.31	$2,958.93	$3,032.90	$3,106.87	$3,180.84	$3,254.82
Communications Specialist	MM	358	$2,205.68	$2,315.97	$2,431.77	$2,553.63	$2,681.01	$2,815.00	$2,885.38	$2,955.75	$3,026.13	$3,096.50
Deputy City Engineer	MM	495	$4,368.36	$4,586.72	$4,816.11	$5,056.53	$5,309.63	$5,574.87	$5,714.24	$5,853.61	$5,992.98	$6,132.35
Electrical and Facilities Operations Manager	MM	421	$3,020.13	$3,171.22	$3,329.48	$3,496.01	$3,670.81	$3,854.43	$3,950.79	$4,047.16	$4,143.52	$4,239.88
Engineering Project Manager	MM	419	$2,989.81	$3,139.79	$3,296.40	$3,461.27	$3,634.42	$3,816.39	$3,911.80	$4,007.21	$4,102.61	$4,198.02
Executive Secretary	MM	330	$1,918.39	$2,014.34	$2,114.70	$2,220.57	$2,331.41	$2,448.31	$2,509.52	$2,570.73	$2,631.93	$2,693.14
Executive Secretary to City Administrator	MM	330	$1,918.39	$2,014.34	$2,114.70	$2,220.57	$2,331.41	$2,448.31	$2,509.52	$2,570.73	$2,631.93	$2,693.14
Financial Services Manager	MM	446	$3,421.02	$3,591.96	$3,771.72	$3,960.31	$4,158.27	$4,366.15	$4,475.31	$4,584.46	$4,693.61	$4,802.77
Fleet Operations Manager	MM	404	$2,774.75	$2,913.16	$3,058.73	$3,212.03	$3,372.49	$3,541.23	$3,629.76	$3,718.29	$3,806.82	$3,895.35
Grant Administrator	MM	446	$3,421.02	$3,591.96	$3,771.72	$3,960.31	$4,158.27	$4,366.15	$4,475.31	$4,584.46	$4,693.61	$4,802.77
Grant Analyst	MM	358	$2,205.68	$2,315.97	$2,431.77	$2,553.63	$2,681.01	$2,815.00	$2,885.38	$2,955.75	$3,026.13	$3,096.50
Human Resources Technician	MM	290	$1,571.55	$1,649.85	$1,732.56	$1,819.14	$1,910.12	$2,005.52	$2,055.66	$2,105.79	$2,155.93	$2,206.07
Human Resources Technician II	MM	310	$1,735.87	$1,823.00	$1,913.98	$2,009.93	$2,110.29	$2,215.61	$2,271.00	$2,326.39	$2,381.78	$2,437.17
Neighborhood Preservation Supervisor	MM	380	$2,461.54	$2,584.51	$2,713.54	$2,849.74	$2,992.01	$3,141.45	$3,219.98	$3,298.52	$3,377.05	$3,455.59
Network Administrator	MM	389	$2,574.59	$2,703.07	$2,838.16	$2,980.43	$3,129.31	$3,285.92	$3,368.07	$3,450.21	$3,532.36	$3,614.51
Parks Project Manager	MM	426	$3,096.23	$3,251.18	$3,413.85	$3,584.24	$3,763.45	$3,951.48	$4,050.27	$4,149.06	$4,247.84	$4,346.63
Parks Manager	MM	385	$2,523.85	$2,649.58	$2,782.47	$2,921.43	$3,067.56	$3,220.85	$3,301.37	$3,381.89	$3,462.41	$3,542.94
Parks Supervisor	MM	350	$2,119.66	$2,225.54	$2,336.92	$2,453.27	$2,576.24	$2,704.72	$2,772.34	$2,839.96	$2,907.57	$2,975.19
Procurement Services Manager	MM	358	$2,205.68	$2,315.97	$2,431.77	$2,553.63	$2,681.01	$2,815.00	$2,885.38	$2,955.75	$3,026.13	$3,096.50
Program Manager-Grants	MM	366	$2,295.57	$2,410.26	$2,531.02	$2,657.30	$2,790.19	$2,929.70	$3,002.94	$3,076.19	$3,149.43	$3,222.67
Recreation/Community Programs Manager	MM	390	$2,587.27	$2,716.85	$2,852.50	$2,995.32	$3,144.75	$3,302.46	$3,385.02	$3,467.58	$3,550.15	$3,632.71
Recreation/Community Programs Supervisor	MM	353	$2,151.64	$2,259.17	$2,371.66	$2,490.22	$2,614.84	$2,745.53	$2,814.16	$2,882.80	$2,951.44	$3,020.08
Redevelopment Agency Secretary	MM	342	$2,036.40	$2,138.41	$2,245.39	$2,357.33	$2,475.33	$2,599.40	$2,664.38	$2,729.37	$2,794.35	$2,859.34
Redevelopment Manager	MM	427	$3,111.67	$3,267.17	$3,430.94	$3,602.43	$3,782.20	$3,971.33	$4,070.62	$4,169.90	$4,269.18	$4,368.47
Safety Officer	MM	358	$2,205.68	$2,315.97	$2,431.77	$2,553.63	$2,681.01	$2,815.00	$2,885.38	$2,955.75	$3,026.13	$3,096.50
Senior Civil Engineer	MM	475	$3,953.69	$4,151.10	$4,358.43	$4,576.79	$4,805.64	$5,045.50	$5,171.64	$5,297.78	$5,423.92	$5,550.05
Senior Planner	MM	429	$3,143.10	$3,300.26	$3,465.13	$3,638.28	$3,820.25	$4,011.04	$4,111.31	$4,211.59	$4,311.87	$4,412.14
Solid Waste Manager	MM	353	$2,151.64	$2,259.17	$2,371.66	$2,490.22	$2,614.84	$2,745.53	$2,814.16	$2,882.80	$2,951.44	$3,020.08
Streets & Storm Drainage Ops. Manager	MM	385	$2,523.85	$2,649.58	$2,782.47	$2,921.43	$3,067.56	$3,220.85	$3,301.37	$3,381.89	$3,462.41	$3,542.94
Streets & Storm Drainage Supervisor	MM	350	$2,119.66	$2,225.54	$2,336.92	$2,453.27	$2,576.24	$2,704.72	$2,772.34	$2,839.96	$2,907.57	$2,975.19
Tyler Munis Implementation Project Manager	MM	408	$2,830.44	$2,972.16	$3,120.49	$3,276.54	$3,440.32	$3,612.36	$3,702.67	$3,792.98	$3,883.29	$3,973.60

City of Madera Full Time Salary Schedule Effective 12/30/2023

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Utility Billing Supervisor	MM	334	$1,956.99	$2,054.60	$2,157.71	$2,265.24	$2,378.83	$2,497.39	$2,559.82	$2,622.26	$2,684.69	$2,747.12
Waste Water Treatment Plant Manager	MM	459	$3,650.41	$3,832.93	$4,024.27	$4,225.54	$4,436.73	$4,658.96	$4,775.43	$4,891.90	$5,008.38	$5,124.85
Wastewater Collection System Supervisor	MM	346	$2,077.75	$2,181.42	$2,290.60	$2,405.30	$2,525.51	$2,651.78	$2,718.08	$2,784.37	$2,850.67	$2,916.96
Water & Sewer Operations Manager	MM	423	$3,050.46	$3,202.65	$3,363.12	$3,531.30	$3,707.76	$3,893.03	$3,990.36	$4,087.68	$4,185.01	$4,282.34
Water Meter & Conservation Supervisor	MM	340	$2,016.55	$2,116.91	$2,222.78	$2,334.17	$2,451.07	$2,573.48	$2,637.82	$2,702.16	$2,766.49	$2,830.83
Water System Supervisor	MM	385	$2,523.85	$2,649.58	$2,782.47	$2,921.43	$3,067.56	$3,220.85	$3,301.37	$3,381.89	$3,462.41	$3,542.94

Attachment 2

City of Madera
Part-Time Salary Schedule

Effective 12/31/2022

Position	Schedule P Range	Step A	Step B	Step C	Step D	Step E
Hourly Pay Rate						
Program Leader I	17	15.50	16.00	16.50	17.00	17.50
Parking Enforcement Officer	17	15.50	16.00	16.50	17.00	17.50
Custodian	17	15.50	16.00	16.50	17.00	17.50
Park Aide	17	15.50	16.00	16.50	17.00	17.50
Facility Aide	17	15.50	16.00	16.50	17.00	17.50
Public Works Maintenance Aid	17	15.50	16.00	16.50	17.00	17.50
Lifeguard/Swim Instructor	18	16.00	16.50	17.00	17.50	18.00
Facility Aide, Certified Pool Operator	18	16.00	16.50	17.00	17.50	18.00
Head Lifeguard	20	17.00	17.50	18.00	18.50	19.00
Program Leader II	21	17.50	18.00	18.50	19.00	19.50
Pool Manager	21	17.50	18.00	18.50	19.00	19.50
Community Service Supervisor	22	18.00	18.50	19.00	19.50	20.00
Intern	22	18.00	18.50	19.00	19.50	20.00
Code Enforcement Consultant	32	23.00	23.50	24.00	24.50	25.00
Graphic Information Systems (GIS) Technician	40	27.00	27.50	28.00	28.50	29.00
Project Development Coordinator (Unlicensed)	70	42.00	42.50	43.00	43.50	44.00
Project Development Coordinator (Licensed)	86	50.00	50.50	51.00	51.50	52.00
Special Transportation Projects Director	106	60.00	60.50	61.00	61.50	62.00
Per Game Pay Rate						
Soccer Official	66	40.00	40.50	41.00	41.50	42.00
Softball Umpire (one official)	36	25.00	25.50	26.00	26.50	27.00
Softball Umpire (two officials)	26	20.00	20.50	21.00	21.50	22.00
Adult Basketball Referee	36	25.00	25.50	26.00	26.50	27.00
Youth Basketball Referee	26	20.00	20.50	21.00	21.50	22.00

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: B-6

SUBJECT:

Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

RECOMMENDATION:

Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2

SUMMARY:

The City of Madera and State of California experienced significant storm events and related impacts beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023.

The City of Madera declared a local emergency related to storm impacts incurred during the disaster period. The requested action is to continue the emergency declaration while the City works through project completion for repairs and finalizes disaster assistance through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

DISCUSSION:

California experienced severe winter storms beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023. During the disaster period, the City of Madera experienced significant impacts, including:

- Debris clearing in the storm system, public right-of-way, and park spaces

- Emergency protective measures
- Catastrophic failure of the Avenue 13 sewer trunk line at Granada Drive
- Multiple storm drain line failures and related asphalt and/or sidewalk failures
- Asphalt failure
- Degradation of equipment at the Wastewater Treatment Plant due to additional incoming debris
- Administrative costs associated with the above as well as with administration of the claim for damages with FEMA and CalOES

The City Manager as the Director of Emergency Services initially declared a local disaster for the City of Madera on January 27, 2023. This declaration was ratified by the City Council at its meeting February 1, 2023, and has since been extended in compliance with the City's municipal code and FEMA and CalOES requirements. The contemplated action will continue the local emergency as staff works with FEMA and CalOES on projects to repair and mitigate local impacts related to the declared disaster. Attachment 1 to this report summarizes the City's projects submitted to FEMA and CalOES under this disaster. To be considered for reimbursement under the emergency declaration, all project work must be completed by July 14, 2024.

FINANCIAL IMPACT:

The recommended action is necessary to ensure specific liability protection, emergency powers of the Emergency Services Director, and potential recovery of eligible costs, if any, from State and Federal emergency funds.

ALTERNATIVES:

Staff does not recommend consideration of other alternatives given alternatives likely would remove reimbursement to the City that may become possible as a result of this action.

ATTACHMENTS:

1. Table of submitted projects
2. Resolution continuing the Declaration of a Local Emergency for January 2023 winter storms

Attachment 1

Federal Emergency Management Agency Event 4683DR-CA: California Severe Winter Storms, Flooding, Landslides, and Mudslides
City of Madera Submitted Projects

Category	Project	Work Status	Submitted All Documentation to FEMA	Submitted Cost to FEMA	Federal Cost Share
A - Debris Removal	Various Debris Cleanup - Citywide	Complete	Yes	31,639.79	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (days 1-60)	Complete	Yes	770,213.30	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (61 days plus)	Complete	Yes	375,984.30	75/25
C - Roads and Bridges	Lewis St / Monterey St - Storm Drain and Sidewalk & T&C Park - Asphalt, Curb and Gutter	Complete	Yes	51,172.27	75/25
C - Roads and Bridges	NW Corner D St / Green Way (Sherwood Pond) - Asphalt and Storm Drain	Complete	Yes	4,316.64	75/25
C - Roads and Bridges	Knox St / Neplus Way - Asphalt	Complete	Yes	18,218.55	75/25
F - Utilities	WWTP - Repair/Replace Influent Pumps and Grit Pumps	Incomplete	Influent Pump #1: Repaired by contractor; pump reinstalled and is operational; pending receipt of inspection report		75/25
			Influent Pump #2: Repaired by contractor; pump reinstalled and is operational; inspection report received		
			Influent Pump #3: Pending damage assessment		
			Grit Pump #1: New pump pending installation; estimated at 30% complete with project estimated to be complete 12/15/23		
			Grit Pump #2: Staff has assessed the pump and advised it does not need repair at this time, indicating they believe it will last another year.		
F - Utilities*	Avenue 13 Sewer Trunk Line - Permanent Work	Complete	Yes	1,321,932.99	75/25

* Category F relating to the Avenue 13 sewer trunk failure will capture all costs not included in the two Category B projects for the same incident. The final number may be adjusted after all invoices are reviewed/reconciled by the FEMA Program Delivery Manager.

RESOLUTION NO. 24-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

WHEREAS, pursuant to the provisions of Government Code section 8558(b), on January 4, 2023, the Governor of the State of California issued a "Proclamation of a State of Emergency" ("Governor's Proclamation") relating to severe winter storms and a series of atmospheric river systems that struck California, bringing high winds, substantial precipitation, and river, stream and urban flooding. The Governor's Proclamation declared that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, the Director of Emergency Services found that conditions of extreme peril to the safety of persons and property continue to existed within the City of Madera, caused by a series of extreme winter weather events that started on or about December 27, 2022; and

WHEREAS, these extreme winter storm events, also referred to as "Atmospheric Rivers," produced large rainfall totals and wind, leading to localized flooding and storm surges within the City's critical infrastructure systems; and

WHEREAS, these extreme winter storm events caused damage to the City of Madera and other public and private facilities, including but not limited to roads, critical infrastructure, transportation corridors, and buildings, the extent of which has not been completely compiled; and

WHEREAS, local resources have been and will continue to be deployed by the City of Madera to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; and

WHEREAS, on January 27, 2023, the City's Director of Emergency Services declared a local emergency thereby activating the Emergency Operations Center, and such action was ratified by the City Council; and

WHEREAS, the City Council has regularly reviewed the need for continuing the local emergency, and has continually extended the declaration of emergency such that it has continued unabated since the City's Director of Emergency Services declaration was ratified by the City Council; and

WHEREAS, the Director of Emergency Services requests that the City Council continue the declaration of a state of local emergency for the City of Madera as impacts from the storm events continue to be evaluated, repaired, and or mitigated; and

WHEREAS, the City Council desires to continue the duration of the declaration of emergency as there is a need for the same.

NOW, THEREFORE, be it resolved by the City Council of the City of Madera as follows:

1. The above recitals are true and correct and incorporated herein as findings by the City Council.

2. Government Code Section 8630 requires that the Council review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. The City Council has reviewed the need for continuing the local emergency and finds that the state of emergency conditions related to the January 2023 winter storms are ongoing and are recognized as an imminent threat to our citizens. As such, the City Council extends and continues the declaration of a local emergency.

3. City Staff are directed to thereafter return this item for Council review of the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency.

****

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: B-7

SUBJECT:

Amendment No. 2 to an Agreement with Beyaz and Patel Inc. Regarding the Loy Cook Water Tower

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 2 to the Consultant Services Agreement with Beyaz & Patel Inc. for the preparation of engineering plans and specifications for the renovation of the Loy Cook Water Tower

SUMMARY:

On December 15, 2021, City Council (Council) approved an agreement with Beyaz and Patel in the amount of $104,789.38 for professional engineering services for the structural evaluation and interior and exterior coating evaluation of the Loy Cook Water Tower. On December 21, 2022, Council approved Amendment No. 1 to this agreement for engineering services to prepare construction bidding documents and provide services during construction for the renovation of both the interior and exterior of the tank including structural rehabilitation. However, the amount authorized as part of Amendment No. 1 only included costs related to engineering services for the water tower structural retrofit and exterior coating. It inadvertently omitted $50,689.39 in costs for the engineering services for the interior recoating of the water tower. Amendment No. 2 is needed to bring those costs into the contract.

BACKGROUND:

On September 16, 2021, the City issued a Request for Proposals to prepare an evaluation of the water tower. The City received two responses, and on December 15, 2021, Council approved an agreement with Beyaz and Patel Inc. ('Consultant') to prepare an engineering evaluation of the tower for $104,798.38. More specifically, the agreement called for:

- Field investigation, structural analysis, and recommendations of the water evaluate the structure relative to current seismic and building codes.
- Analysis and recommendations of the interior and exterior coatings of the structure. A 20-year maintenance program will be provided.

On December 21, 2022 Council approved Amendment 1 for the preparation of engineering plans and specifications for bidding purposes and to provide engineering services during construction for the interior recoating and exterior recoating and structural retrofit. Table 1 summarizes the proposed costs to provide said services as submitted by the consultant.

Table 1: *Loy Cook Additional Engineering Services Costs from Proposal*

Item	*Amount*
Interior Recoating	$50,689.39
Tower Structural Retrofit & Exterior Coating	$119,149.37
Total	**$169,838.76**

Bayez & Patel completed preparation of the contract documents for the interior, exterior and structural rehabilitation for the Loy Cook Water Tower. The project has moved into construction and is approximately 35% complete.

It was discovered when processing a consultant invoice that the approved Amendment No. 1 neglected to include the of costs of engineering services for the interior of the tank in the compensation total. The compensation approved with Amendment No. 1 was $119,149.37 rather than $169,838.76. As a result, staff is presenting Amendment No. 2 modifying the compensation amount to include the fees for the interior and exterior, in the amount of $169,838.76 as intended with Amendment No. 1.

FINANCIAL IMPACT:

The funding for City Project W-22 and W-34, for the water storage tank improvements, is managed and allocated within the Fiscal Year 2023/24 Capital Projects Budgets. These budgets draw exclusively from the Water Utility Funds, safeguarding the City's General Fund from any financial burden associated with this specific project.

This approach ensures that the essential improvements to our water storage tank in alignment with the City’s commitment to maintaining a robust and reliable water infrastructure. By leveraging the Water Utility Funds for Project W-22 and W-34, the City can continue to meet the demands for high-quality water services without adversely affecting the City’s broader financial stability.

ALTERNATIVES:

Not approve Amendment No. 2 as presented and reduce the scope of work for the project to the approved budget of $119,149.37. However, critical construction oversight and

inspection services to be provided by the consultant would be halted and engineering staff does not have the proper qualifications for this work.

ATTACHMENTS:

1. Resolution
    a. Exhibit A – Amendment No. 2
        a. Attachment A to Amendment No. 1

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 2 TO THE CONSULTANT SERVICES AGREEMENT WITH BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE RENOVATION OF THE LOY COOK WATER TOWER

WHEREAS, a project to rehabilitate and repair the Loy Cook Water Tower is included in the 23/24 Capital Project Budget (the Project); and

WHEREAS, the City of Madera (City) received an engineering report from Beyaz and Patel Inc. with recommendations for the renovation of the interior and exterior of the Loy Cook Water Tower; and

WHEREAS, the City received a proposal from Beyaz and Patel Inc to prepare engineering plans and specifications and provide certain services during construction based on their engineering report; and

WHEREAS, Beyaz & Patel Inc. submitted a fee proposal of $50,689.39 for engineering services related to the interior recoating and $119,149.37 for services related to the exterior recoating and seismic retrofit for a total of $169,838.76; and

WHEREAS, the City Council approved Amendment No. 1 to provide engineering services for both the interior and exterior renovation with a compensation amount of $119,149.37; and

WHEREAS, an amendment is needed to add the costs relating to engineering services for the interior coating of the water tank to the total compensation for the services provided under Amendment No. 1.

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. Amendment No. 2 to the Agreement with Beyaz & Patel Inc. for Professional Engineering Services approving the total compensation amount of $169,838.76 for the preparation of engineering plans and specifications for the interior coating, exterior painting, and structural upgrades of the Loy Cook Water Tower is approved**.** A copy of said Amendment No. 2 to the Agreement is attached as Exhibit A hereto.
3. This resolution is effective immediately.

EXHIBIT A

Amendment No. 2

AMENDMENT NO. 2 TO THE CONSULTANT SERVICES AGREEMENT WITH BEYAZ & PATEL, INC. FOR THE PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS AND CONSTRUCTION MANAGEMENT SERVICES FOR THE RENOVATION OF THE LOY COOK WATER TOWER

This Amendment No. 2 to the Consultant Services Agreement for Professional Engineering Services for the Structural Evaluation and Interior and Exterior Coating Evaluation of the Loy Cook Water Tower, City Projects W-22 and W-32 ("Amendment No. 2") between the City of Madera("City") and Beyaz & Patel, Inc. ("Consultant") is entered into this 7th day of February, 2024.

WHERAS, on December 15, 2021, City and the Consultant entered into an Agreement for professional engineering services for the structural evaluation and interior and exterior coating evaluation of the Loy Cook water tower ("Agreement"); and

WHEREAS, the Agreement was amended on December 21, 2022 ("Amendment No. 1") to include preparation of engineering plans and specifications and certain services during construction for the renovation of the interior and exterior of the Loy Cook Water Tower; and

WHEREAS, the compensation provided for in Amendment No. 1 did not include costs related to engineering services for the interior recoating portion of the project; and

WHEREAS, Amendment No. 2 to Agreement is necessary to revise the compensation for the additional engineering services agreed to under Amendment No.1.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Consultant agree that the Agreement for Professional Engineering Service for the Structural Evaluation and Interior and Exterior Coating Evaluation of the Loy Cook Water Tower specifically City Project W-22 and W-34, between City and Consultant shall be amended as follows:

SECTION 3. Section 3 of the Agreement titled "Compensation for Services" shall be amended by deleting the text added to this section by Amendment 1 and adding the following text to the end of said Section:

> Consultant shall provide the additional professional engineering services for a fee of $169,838.76 as identified in Attachment A to Amendment No. 1 and incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement to be executed as of the day and year first above written.

CITY OF MADERA

Santos Garcia, Mayor

BEYAZ AND PATEL INC.

Subhash Patel
President

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

Attachment A to Amendment No. 1

Proposal, Fee, and Schedule

BEYAZ & PATEL
Celebrating 40 Years of Structural Engineering Excellence
10920 Via Frontera
Suite 210
San Diego, CA 92127
(858) 451-0374 phone
www.beyazpatel.com
www.facebook.com/beyazpatel
#beyazpatel

ATTACHMENT A, AMENDMENT NO 1
PROPOSAL, FEE, & SCHEDULE

November 28, 2022

Steve Bettencourt
Project Manager
CITY OF MADERA
428 E. Yosemite Ave.
Madera, CA 93636

SUBJECT: **LOY E. COOK WATER TOWER INTERIOR AND EXTERIOR RECOATING AND TOWER RETROFIT DESIGN, ADDENDUM A**

Dear Mr. Bettencourt:

As requested, Beyaz & Patel is pleased to submit our proposal for the interior and exterior recoating and retrofit design of the Loy E. Cook Water Tower (the "Tower"), located on the southwest corner of South and Columbia Streets. Beyaz & Patel's proposal is based on the inspection and evaluation work conducted under City Projects W-22 and W-34 and subsequent conversations with the City.

A. PROJECT BACKGROUND

Beyaz & Patel evaluated the Tower. The objective was to assess the water tower's structural integrity and the interior and exterior coating condition and make recommendations for improvements.

Interior and Exterior Recoating
The tank interior is corroded and needs the replacement of the existing coating. Field inspection revealed that the tank exterior and tower structure have experienced minor corrosion damage and need recoating. First, the critical element is the overstressed anchor bolt connections to the concrete foundation.

Retrofit Design
The structural evaluation revealed that the Tower structure does not meet the current code requirements. Major elements include: First, the column base plate and anchor bolts require retrofit. Second, the existing horizontal tie-rods at mid-height connecting outer columns to the center column are inadequate and need replacement.

B. SCOPE OF SERVICES

The City has prioritized first replacing the interior coating of the tank. The second contract will be exterior recoating and structural retrofits of the tank and tower structure. Please see **Bid Package 1 and 2 Schedules** for more detail, and refer to the **Cost Proposal** for more information regarding the bid and construction phases.

BID PACKAGE 1: Tank interior corrosion repairs and coating replacement

1.0 PROJECT MANAGEMENT

- 1.1 Kick-Off Meeting
- 1.2 Bi-Weekly Coordination Meeting

2.0 INTERIOR COATING

- 2.1 Interior Coating Submittal and Cost Estimate
- 2.2 QA/QC
- 2.3 Review Comments
- 2.4 Final Submittal
- 2.5 Assist the City in preparing bid documents.

3.0 BID PHASE

- 3.1 PreBid Meeting
- 3.2 Respond to Contractor Questions

4.0 CONSTRUCTION PHASE

- 4.1 Construction Meeting (1)/Observations
- 4.2 Respond to RFIs
- 4.3 Review Submittals
- 4.4 Coating Inspections by a SSPC QP5 Certified Coating Inspector by CSI Services Inc.

BID PACKAGE 2: Tank exterior and tower structure corrosion repairs and recoating and retrofitting the tower structure.

1.0 PROJECT MANAGEMENT

- 1.1 Kick-off Meeting
- 1.2 Monthly Invoicing and Status Updates
- 1.3 Biweekly Coordination Meetings

2.0 75% DESIGN PACKAGE

2.1 75% Submittal

2.2 City Review of 75% Design Package

2.3 75% Design Review Meeting

3.0 95% DESIGN PACKAGE

3.1 95% Submittal

3.2 95% QA/QC Review

3.3 City Review of 95% Submittal

3.3 95% Design Review Meeting

4.0 FINAL DESIGN PACKAGE AND COST ESTIMATE

5.0 BID PHASE

5.1 PreBid Meeting

5.2 Respond to Contractor Questions

6.0 CONSTRUCTION PHASE

6.1 Construction Meeting (1)/Observations

6.2 Respond to RFIs

6.3 Review Submittals

6.4 Coating Inspections by a SSPC QP5 Certified Coating Inspector by CSI Services Inc.

C. ASSUMPTIONS AND EXCLUSIONS

- All drawings shall be prepared in AutoCAD.
- Bid phase and construction support services are included as separate tasks in the Cost Proposal.
- Each bid package will include technical specifications, a bid list, and a description of each bid item.
- Rates match the current contract rates.
- Attached schedules include the date of each deliverable.

D. COMPENSATION

For **Bid Package No. 1**, we propose a fee of $17,435 for design and $33,255 for bid and construction. For **Bid Package No. 2**, we propose a fee of $65,861 for design and a fee of $53,288 for bid and construction. Please see the attached Cost Proposal. Any changes in the Scope of Services require adjusting the proposed fees. The proposed fees include all reasonable expenses.

Thank you for letting Beyaz & Patel be of continued service to the City. If you have any questions or need additional information regarding our proposal, please contact me at 858.451.0374 or by email.

Best Regards,

BEYAZ & PATEL
Subhash Patel, PE, SE
President and Principal Structural Engineer

858.451.0374
spatel@beyazpatel.com

BEYAZ & PATEL

Celebrating 40 Years of Structural Engineering Excellence

City of Madera
Loy E. Cook Water Tower
Interior Coating, Exterior Recoating, and Retrofit Design

Hourly Billing Rates	Principal Engineer $246.00	Senior Engineer $213.00	Cad Designer $133.00	Admin Assistant $77.00	Sub CSI Lump Sum	Total Labor	ODC 3%	TOTAL COST
Bid Package 1: Interior Recoating								
1.0 Project Management	5	2	0	1	$1,000.00	$2,733.00	$81.99	$2,814.99
1.1 Kick-Off Meeting	1			1	$200.00	$523.00	$15.69	$538.69
1.2 Bi-Weekly Coordination Meeting	4	2			$800	$2,210.00	$66.30	$2,276.30
2.0 Interior Coating	18	24	0	2	$4,500.00	$14,194.00	$425.82	$14,619.82
2.1 Interior Coating Submittal and Cost Estimate	8	14			$3,000.00	$7,950.00	$238.50	$8,188.50
2.2 QA/QC	2	6			$0.00	$1,770.00	$53.10	$1,823.10
2.3 Review Comments	4				$500.00	$1,484.00	$44.52	$1,528.52
2.4 Final Submittal	2			2	$1,000.00	$1,646.00	$49.38	$1,695.38
2.5 Assist the City in preparing bid documents.	2	4			$0.00	$1,344.00	$40.32	$1,384.32
3.0 Bid Phase	4	6	0	0	$1,000.00	$3,262.00	$97.86	$3,359.86
3.1 PreBid Meeting	2				$500.00	$992.00	$29.76	$1,021.76
3.2 Respond to Contractor Questions	2	6			$500.00	$2,270.00	$68.10	$2,338.10
4.0 Construction Phase	22	24	0	0	$18,500.00	$29,024.00	$870.72	$29,894.72
4.1 Construction Meeting (1)/Observations	8	8			$1,500	$5,172.00	$155.16	$5,327.16
4.2 Respond to RFIs	2	8			$800	$2,996.00	$89.88	$3,085.88
4.3 Review Submittals	4	8			$1,200	$3,888.00	$116.64	$4,004.64
4.4 Coating Inspections	8				$15,000	$16,968.00	$509.04	~~$17,477.04~~
TOTAL	**49**	**56**	**0**	**3**	**$25,000.00**	**$49,213.00**	**$1,476.39**	**$50,689.39**

Bid Package 2: Tower Retrofit and Coating								
1.0 Project Management	11	4	0	3	$1,200.00	$4,989.00	$149.67	$5,138.67
1.1 Kick-Off Meeting	1			1	$200.00	$523.00	$15.69	$538.69
1.2 Monthly Invoicing and Status Report	4	4			$0.00	$1,836.00	$55.08	$1,891.08
1.3 Bi-Weekly Coordination Meetings	6			2	$1,000.00	$2,630.00	$78.90	$2,708.90
2.0 75% Design Package	14	44	96	3	$3,500.00	$29,315.00	$879.45	$30,194.45
2.1 75% Submittal	12	44	96	2	$3,200.00	$25,246.00	$757.38	$26,003.38
2.2 75% Design Review Meeting	2			1	$300.00	$569.00	$17.07	$586.07
3.0 95% Design Package	22	32	62	5	$1,900.00	$22,759.00	$682.77	$23,441.77
3.1 95% Submiital	8	24	62	4	$1,600.00	$17,234.00	$517.02	$17,751.02
3.2 QA/QC	10				$0.00	$2,460.00	$73.80	$2,533.80
3.3 95% Review Meeting Commnets	4	8		1	$300.00	$3,065.00	$91.95	$3,156.95
4.0 Final Design Package	2	4	16	4	$3,100.00	$6,880.00	$206.40	$7,086.40
5.0 Bid Phase	9	18	0	0	$2,300.00	$8,348.00	$250.44	$8,598.44
5.1 Assist City with Bid Document Preparation	2	4			$1,000.00	$2,344.00	$70.32	$2,414.32
5.2 PreBid Meeting	2	2			$300.00	$1,218.00	$36.54	$1,254.54
5.3 Respond to Contractor Questions	1	8			$500.00	$2,450.00	$73.50	$2,523.50
5.4 Addenda	4	4			$500.00	$2,336.00	$70.08	$2,406.08
6.0 Construction Phase	42	56	16	0	$19,000.00	$43,388.00	$1,301.64	$44,689.64
6.1 Construction Meeting (2)/Observations	16				$1,600.00	$5,536.00	$166.08	$5,702.08
6.2 Respond to RFIs	8	16			$1,200.00	$6,576.00	$197.28	$6,773.28
6.3 Review Submittals	8	36			$1,200.00	$10,836.00	$325.08	$11,161.08
6.4 Coating Inspections	8				$15,000.00	$16,968.00	$509.04	$17,477.04
6.5 As-Built Plans	2	4	16		$0.00	$3,472.00	$104.16	$3,576.16
TOTAL	**100**	**158**	**190**	**15**	**$31,000.00**	**$115,679.00**	**$3,470.37**	**$119,149.37**

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: B-8

SUBJECT:

Budget Amendment to Allow Reimbursement to Origo Cold Madera Phase I, LLC for Certain Improvements Associated with Amond World

RECOMMENDATION:

Adopt a Resolution approving a budget amendment increase of $536,569.30 for the purpose of reimbursing Origo Cold Madera Phase I, LLC for certain improvements completed in connection to the Reimbursement Agreement (Agreement)

SUMMARY:

The Owner, Origo Cold Madera Phase I LLC completed improvements constructed in accordance with the approved Agreement and were accepted by City Council (Council) on November 1, 2023. Request for Reimbursement from the Owner followed shortly after. The total amount of funds available had not previously been budgeted to allow for reimbursement from the Northwest Storm Drain account. While the funds are available within the Northwest Storm Drain account to complete the reimbursement, they are not currently budgeted. It is recommended that the Council approve a budget amendment increase to allow for reimbursement of storm drainage improvements.

DISCUSSION:

With Acceptance of off-site improvements, the City was able to begin the reimbursement process for the accepted improvements. A partial reimbursement was made based on the current amount budgeted for reimbursements. However, the amount budgeted for reimbursement from the Northwest Storm Drain account did not allow for complete reimbursement at that time.

FINANCIAL IMPACT:

The proposed action will not have an impact on the City's General Fund as the reimbursement is made through the Development Impact Fee Program.

ALTERNATIVES:

Not approve the budget amendment. Should the City not approve the Budget Amendment, the Subdivider would be reimbursed less than the full amount available to be reimbursed counter to what the Conditions of Approval for the project state.

ATTACHMENTS:

1. Resolution
    - Exhibit A: Reimbursement Agreement
    - Exhibit B: Amendment No. 1- Reimbursement Agreement
    - Exhibit C: Budget Amendment Sheet

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR REIMBURSEMENT OF IMPROVEMENTS TO ORIGO COLD MADERA, PHASE I, LLC ASSOCIATED WITH THE AMOND WORLD PROJECT

WHEREAS, acceptance of improvements for the Amond World Project constructed in accordance with the Reimbursement Agreement (Agreement) as seen in Exhibit A between the City of Madera and Origo Cold Madera, Phase I, LLC (Owner)was approved by the City Council on November 1, 2023; and

WHEREAS, the Amond World Project is to an amendment to the Agreement as seen in Exhibit B that provides for reimbursement of water main improvements in addition to those defined in the Agreement; and

WHEREAS, the Northwest Storm Drain Impact Fee account from which funds will be used to reimburse is not currently budgeted for the full amount required to provide a full reimbursement to the Owner; and

WHEREAS, there are insufficient funds programmed in the FY 2023/24 budget for the funds currently available in the Northwest Storm Drain impact Fee account; and

WHEREAS, funds are available in the Northwest Storm Drain Impact Fee Account No. 4105; and

WHEREAS, the Budget Amendment would allow for reimbursement as outlined in the agreement.

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 FY 2023/2024 Budget is hereby amended in accordance with Exhibit C, Budget Amendment Breakdown which is attached and incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This Resolution is effective immediately.

* * * * *

Exhibit A

Reimbursement Agreement Between City of Madera and Origo Cold Madera Phase I LLC

(Site Plan Review No. 2021-41)

RECORDING REQUESTED BY:

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

2023001146
Rebecca Martinez
Madera County Clerk-Recorder
01/19/2023 12:28 PM
MADERA CITY
Titles: 1 Pages: 24
Fees: $0.00
Taxes: $0.00
Total: $0.00

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

REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND ORIGO COLD MADERA PHASE I LLC (SITE PLAN REVIEW NO. 2021-41)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this 7 day of December 2022, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City" and Origo Cold Madera Phase I LLC, a California Limited Liability Corporation, hereinafter called "Owner."

RECITALS

A. Owner owns that property east of Condor Road and approximately 775 feet north of Aviation Drive located in the City of Madera, County of Madera, State of California (the "Subject Property") and more particularly described as set forth in **Exhibit "A"** which is incorporated by reference.

B. Owner has obtained from City certain entitlements and/or permits for a development project pursuant to Site Plan No. 2021-41.

C. As conditions of the City approval of said Site Plan, Owner shall construct a 48-inch storm drain pipeline from Aviation Drive to the southern project property line and a 42-inch pipeline along the property frontage to the northern property line in Condor Road in accordance with the City's Storm Drainage Master Plan. The construction of this line is considered 100% reimbursable, subject to the availability of funds, under the City's Development Impact Fee Program.

D. As conditions of the City approval of said Site Plan, Owner is required to construct, at a minimum, a 12-inch sewer main from the intersection of Aviation Drive and Condor Road to the most southern property line of the proposed project on Condor Road in accordance with Madera Airport Area Infrastructure Master Plan-Final. Between the southern and northern property lines, a minimum 10-inch sewer main shall be constructed. The oversize component (difference in cost between the pipe installed and 8-inch pipe) of the construction of the

sewer main on Condor Road is considered reimbursable, subject to the availability of funds, under the City's Development Impact Fee Program

E. As conditions of the City approval of said Site Plan, Owner is required to construct along the east half of Condor Road along the entire project frontage shall be improved to an 80-foot collector roadway standard. The east half of the street shall include but not be limited to fire hydrants, streetlights, curb and gutter, park strip, sidewalk, and a 28-foot paved asphalt section. The west half of the street shall include one permanently paved 12-foot travel lane, one half (6-feet) of a 12-foot center turn lane and a paved 1-foot shoulder and drainage swale; or one 12-foot travel lane, one half (6-feet) of a 12-foot center turn lane and a combination of shoulder/AC dike and drain inlets as may be necessary to accommodate existing and completed project storm runoff. The center three lanes (36-feet total centered around ultimate street centerline) are eligible for reimbursement through the City's Development Impact Fee program, subject to the availability of funds.

F. As conditions of the City approval of said Site Plan, Owner is required to construct a 26-foot paved asphalt section with 24-feet striped shall be constructed on Condor Road from the southern property line of the project parcel to Aviation Drive with a minimum 50-foot transition to the full collector roadway or a sufficient length supported through presentation of turning moving templates for the largest anticipated vehicle accessing the site. The paved portion of this improvement, if constructed to permanent structural section, is eligible for reimbursement through the City's Development Impact Fee program, subject to the availability of funds.

G. Owner will construct the Public Improvements required by City standards and procedures as required by the Site Plan Review approval and subject to prevailing wages laws.

H. Owner has obtained or will an encroachment permit from the office of the City Engineer of the City of Madera and complied with the requirements thereof.

I. Reference is made hereby to (a) improvement construction plans, (b) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (c) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

J. City and Owner desire to enter this Agreement to allow for reimbursement to Owner for the construction of certain Public Improvements.

AGREEMENT

In consideration of the foregoing recitals which are made a substantive part of this Agreement, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to Section 10-8.12 *et seq*. of Chapter 8 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by this Agreement are necessary and proper to safeguard and serve the public health, safety, and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Drawings and Specifications, including attached details and amendments thereto.
4. "Improvements" shall mean all work and improvements, including those depicted or required on the plans, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. CONSTRUCTION OF IMPROVEMENTS

Owner shall, at the Owner's own cost and expense, construct all of the Public Improvements in accordance with and to the extent and as provided in those certain plans entitled, "Origo Cold Madera Phase I (SPR 2021-41) Construction Documents," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Standard Drawings and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all

BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements.

D. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all applicable Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on **Exhibit "B"** attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.

3. Fee Adjustments:
   a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
   b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

E. INDEMNIFICATION

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

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Owner shall indemnify, defend, and hold harmless City, 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, 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 Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

F. INSURANCE

Prior to the issuance of an Encroachment Permit, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City as required by the City's Encroachment Permit Contract, section "Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way" on **Exhibit "C"** attached hereto and incorporated by reference.

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.

G. BONDS AND OTHER SECURITY

Prior to Encroachment Permit issuance, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as required in association with the encroachment permit application process. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide to City performance security in an amount equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City Attorney.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of

construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. EASEMENTS

Owner shall, as may be applicable, grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

J. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

K. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

L. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

The duties and obligations of Owner's performance under this Agreement shall be binding upon the successors and assigns of the Owner. The Agreement shall be recorded in the Official Records of the County of Madera and shall constitute a covenant running with the land and an equitable servitude upon the real property.

M. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

N. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in SPR 2021-41 approving the Project as adopted on March 8, 2022, by the Planning Department, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the plans, all of which are on file with the City Clerk.

O. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

P. PREVAILING WAGES

Owner shall be required to comply with California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq*. and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section E of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq*. and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

Q. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

R. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

S. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

T. OBLIGATION RUNNING WITH LAND

The duties and obligations of the performance of this Agreement shall burden the Subject Property described and shall constitutes a covenant running with the land in favor of, and for the benefit of, the City, which shall be binding upon the successors, assignees, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

U. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

V. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

W. NO ASSIGNMENT

No assignment of this Agreement or any duty of obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City. Notwithstanding, Owner may assign all or a portion of Owner's rights to only the benefit of reimbursement pursuant to this Agreement ("Assignment") as set forth in Section II(ll), below.

X. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Y. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

Z. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

AA. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

BB. PIPES AND MONUMENTS

All pipes and monuments shown on the plans or those which are damaged, destroyed or displaced during construction operations shall be replaced by Owner prior to the time of the final inspection of the Improvements hereunder by City.

CC. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Owner shall vest absolutely in City upon completion and acceptance of such Improvements by City.

DD. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer as part of the encroachment permit process; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

EE. OWNER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

FF. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM OWNER

There are no reimbursements/fair share contributions due from Owner.

GG. REIMBURSEMENTS TO BE PROVIDED TO OWNER

In consideration of Public Improvements constructed through plans approved by City, the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Condor Road
    i. Sewer Main Construction – The oversized component of approximately 820 linear feet of 12-inch sewer main and 439 linear feet of 10-inch sewer main (difference in cost between 10 & 12-inch pipe and 8-inch pipe) of the construction of this line is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.
    ii. Storm Drain Pipe Construction – Construction of approximately 820 linear feet of 48-inch storm drain pipe and 469 linear feet of 42-inch storm drain pipe plus other street-only related storm drain infrastructure is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.
    iii. Street Construction

Project Frontage (Approximately 512 feet) - Based on future ultimate street cross section one northbound lane, one center turn lane and one southbound lane (36-feet total) fronting the project, are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

Non-Project Frontage (Approximately 747 feet) - Based on future ultimate street cross section one partial northbound lane (width varies), one full center turn lane (12-feet) and one partial southbound lane (width varies) south of the project site, are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

HH. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

i. City agrees to reimburse Owner the City's proportionate share of the cost of Public Improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. Any reimbursements shall be from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof.

ii. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of: a) list of bidders from whom bids were requested; b) copies of the original contract with contractor(s); c) copies of all invoices, with unconditional lien releases submitted by contractor(s); d) copies of all checks issued by Owner with related invoices indicated, including copies of cancelled checks for payment made (copies of both the front and back of canceled checks; e) a summary tabulation (spreadsheet) of all contractor(s) invoices and Owner's payments including check numbers; and f) such further documentation as may be reasonably required by the City to evidence completion of the construction and the payment for the construction.

iii. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by

such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

iv. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

II. ASSIGNABILITY OF AGREEMENT

Owner may assign all or a portion of Owner's rights as to only the benefit of reimbursement pursuant to this Agreement. Any Assignment shall not be effective unless and until Owner and the purchaser or assignee ("Assignee") have executed an assignment agreement substantially in the form attached hereto as **Exhibit "A."** Upon receipt of said agreement, the City shall

acknowledge the same, and Owner shall no longer be entitled to reimbursement as to all or a portion of the benefit of reimbursement subject to the Assignment.

JJ. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

KK. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials required under this Agreement shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Project, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner acknowledges and agrees it shall the City has the right to modify plans and specifications as deemed reasonably necessary.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within six months from the issuance of an encroachment permit and prior to occupancy being granted for the associated on-site improvements and structures unless Owner requests an extension to the encroachment permit.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work and prior to occupancy being granted. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this project, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Origo Cold Madera Phase I (Site Plan Review No. 2021-41). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of public streets necessary to stay in compliance with dust control requirement of this Agreement. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and bill Owner for such expenses.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

OWNER:

Origo Cold Madera Phase I LLC

By: _____
Adam Hayner, President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

NOTARY ACKNOWLEDGEMENT REQUIRED

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 12/01/2022 before me, Eric Martinez Navarro , Notary Public
(insert name and title of the officer)

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

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

ERIC MARTINEZ NAVARRO
Notary Public - California
Los Angeles County
Commission # 2333162
My Comm. Expires Sep 3, 2024

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Madera }

On January 6, 2023 before me, Alicia Gonzales, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Santos Garcia
Name(s) of Signer(s)

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

ALICIA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2319881
MADERA COUNTY
My Comm. Exp. January 26, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Alicia Gonzales
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-200-004-000 and 013-200-005-000

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

PARCEL 1: APN 013-200-004

A PORTION OF NORTH 511 .36 FEET OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF LYING WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY. EXCEPTING THEREFROM THE WEST 1277.82 FEET OF THE NORTH 511.36 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 10. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED DECEMBER 1, 1971, IN BOOK 1107, PAGE 419, MADERA COUNTY RECORDS.

PARCEL 2: APN 013-200-005

THE WEST 1277.82 FEET OF THE NORTH 511.36 FEET OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT "B"
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]

Industrial Fee Notes

[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at $272 per unit.
Road 28 interceptor to be based on a dwelling unit equivalency at $716 per unit.

[2] A minimum of $413 or the amount determined by the City Engineer by multiplying $413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.

EXHIBIT "C"
Insurance Requirements
(Sheet 1 of 2)

Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way

For the purposes of this document, any individual or contractor seeking a permit to work in the public right-of-way will be referred to as "Contractor." Contractor shall procure and maintain for the duration of the project insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work identified in the applicable encroachment permit and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The City of Madera, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37, or their equivalents.

- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

EXHIBIT "C"
Insurance Requirements
(Sheet 2 of 2)

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Exhibit B

Amendment No. 1

Reimbursement Agreement Between City of Madera and Origo Cold Madera Phase I LLC

(Site Plan Review No. 2021-41)

RESOLUTION NO. 23-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND ORIGO COLD MADERA PHASE I LLC

WHEREAS, the Planning Commission on March 8, 2022, considered and approved Site Plan Review (SPR 2021-41) for Origo Cold Madera (Owner) and the City Council approved the Reimbursement Agreement on December 7, 2022; and

WHEREAS, the conditions of approval for SPR 2021-41 identified the construction of certain offsite improvements; and

WHEREAS, field conditions during construction of those offsite improvements required the replacement of a portion of a failing 12-inch water main; and

WHEREAS, Owner of said project entered into and executed an agreement between the City and Owner for said project which is on file in the office of the City Clerk entitled, "Reimbursement Agreement between City of Madera and Origo Cold Madera Phase I LLC" ("Agreement") wherein the Owner, in consideration of the approval of said Amendment by the City, such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Amond World Cold Storage are reimbursable; and

WHEREAS, the Agreement and the entire written record on this Project are silent as to any requirement for Owner to replace an existing 12-inch water main or to be reimbursed for the water main by the City; and

WHEREAS, the City and Owner wish to memorialize the requirement for Owner to replace a portion of a 12-inch water main and provide an allowance for the City to reimburse Owner; and

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. Based on the recitals set forth hereinabove, Amendment No. 1 to the "Reimbursement Agreement Between City of Madera and Origo Cold Madera Phase I LLC (Site Plan Review No. 2021-41)" for and allowing for reimbursement thereof by City is approved and attached as Exhibit "A." A copy of the Amendment shall be kept on file in the office of the City Clerk.

3. The City Council finds that the construction of a 12-inch water line along Condor Road from Aviation Drive to Yeager Drive was already fully assessed by ENV 2021-61 (mitigated negative declaration) approved by the City Council on May 8, 2022. As a result, the construction and replacement of a portion of the same at the site and having the same capacity was likewise already environmentally assessed as part of the mitigated negative declaration. Further, none of the conditions in CEQA Guidelines Section 15164 have occurred. As a result, the replacement of the 12-inch water line has already been environmentally assessed, and no further review under CEQA is required.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 21st day of June 2023 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

AMENDMENT NO. 1

REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND ORIGO COLD MADERA PHASE I LLC (SITE PLAN REVIEW NO. 2021-41)

This Amendment No. 1 to the Reimbursement Agreement Between City of Madera and Origo Cold Madera Phase I LLC ("Amendment No. 1") is entered between the City of Madera, a Municipal Corporation ("City"), and Origo Cold Madera Phase 1 LLC ("Owner") regarding the Amond World Cold Storage Warehouse Project.

RECITALS

WHEREAS, on December 7, 2022, City and the Owner entered into an Agreement entitled "Reimbursement Agreement Between City of Madera and Origo Cold Madera Phase I LLC" related to Site Plan Review No. 2021-41("Agreement"); and

WHEREAS, the Agreement does not include certain provisions that relate to the replacement of a portion of a 12-inch water main approximately 520 feet long on Condor Road including reimbursement for construction of the water main; and

WHEREAS, City and Owner wish to amend certain terms of the Agreement to address proposed replacement of approximately 520 feet of 12-inch water main and reimbursement by City of costs associated with construction of said water main; and

WHEREAS, the Agreement includes provisions that obligate the Owner to address all applicable provisions of water main construction similar to other off-site improvements associated with the Amond World Cold Storage Warehouse Project by Origo Cold Madera Phase I LLC including but not limited to payment of fees and bonding.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Owner agree as follows:

A. Section "GG – REIMBURSEMENTS TO BE PROVIDED TO OWNER" of the Agreement is amended to add the following:

> iv. Water Main Replacement - Owner shall replace approximately 520 linear feet of 12-inch water main on Condor Road along the frontage from Aviation Drive to Yeager Drive, which is considered reimbursable through the use of Water Fund funds.

B. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect.

C. This Amendment No. 1 to the Agreement shall be effective upon full execution by both parties.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos García, Mayor

APPROVED:

By: _____
Keith B. Helmuth, P.E., City Engineer

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

OWNER:

Origo Cold Madera Phase I LLC

By: _____
Adam Hayner , President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

CITY OF MADERA INCORPORATED
March 27, 1907
CALIFORNIA

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Madera

On 6/22/23 (*Date*) before me, Alicia Gonzales, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Santos Garcia (*Name(s) of Signer(s)*),

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

ALICIA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2319881
MADERA COUNTY
My Comm. Exp. January 26, 2024

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Alicia Gonzales
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 06/16/2023 before me, Eric Martinez Navarro , Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

ERIC MARTINEZ NAVARRO
Notary Public - California
Los Angeles County
Commission # 2333162
My Comm. Expires Sep 3, 2024

Signature _____ **(Seal)**

Exhibit C

City of Madera
Budget Amendment

Org Code	Object Code	Description	Appropriation as part of Construction Approval	
			+	-
41050000	8260	Transfer Out Account		20,000
41050000	6800	Due To Developers	20,000	
41050000	1005	Pooled Cash		516,569.30
41050000	6800	Due to Developers	516,569.30	

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: C-1

SUBJECT:

Public Hearing No. 4 for Updating of City Councilmember District Boundaries for Annexed Property

RECOMMENDATION:

Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City

SUMMARY:

The subject matter has been scheduled to provide the City Council with a report on the districting process for properties annexed into the City and the permissible criteria to be considered to modify district boundaries, as well as to conduct a Public Hearing to receive public input on district boundaries.

BACKGROUND:

Every 10 years, pursuant to Election Code section 21601, cities with by-district election systems are required to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. This process, called redistricting, ensures that all districts have a nearly equal population. The City adopted its current district boundaries in 2022 based on 2020 census data as required by law.

Between October 20, 2021 and March 16, 2022, the Council held five public hearings to complete the redistricting requirements and dedicated public outreach to ensure minority populations and communities of interest were aware of the redistricting effort and were provided with options to participate. On April 6, 2022, Council adopted an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District

Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries.

Since the adoption of the current boundary maps, there has been significant annexation (Villages at Almond Grove) in the northwest portion of the City, adjacent to Council District 1. The annexed area is currently predominately agricultural land with several homes. While the area is in the City, it is not within a Council district, thus the Council District Boundary Maps must be modified to incorporate the annexed area. Per the prior Elections Code, the redistricting of this area must occur by April 2024, 205 days prior to the next regular election on November 5, 2024. Given that recent updates to the Elections Code effective January 1st no longer identify a specific date, the City will continue to use this deadline until further guidance is provided by the State or elections officials.

DISCUSSION:

Process:

The City Council typically chooses where the district lines will be drawn every 10 years based on the latest U.S. Census. Between these regular 10-year updates, changes to district boundaries are typically not allowed under the Elections Code. However, there is an exception for the circumstances here, as new territory has been annexed into the City and the total annexed territory contains less than 25 percent of the City's population. In such cases, the City Council may update the district boundaries to allow for the new members of the community to vote in City elections, etc.

State laws set strict criteria for the updates of the district boundaries in such circumstances. Specifically, the City Council is required to add the new territory "to the nearest existing Council district" without changing the boundaries of other Council district boundaries. As a result, the City's discretion is limited regarding the present annexation.

Even though the criteria for setting the boundaries for annexed property is constrained by State law, the default procedures for redistricting boundaries still apply. Under these procedures the public will have the opportunity to draw and submit district maps for the Council's consideration, and the City may develop its own maps for consideration. By law, including updated that occurred on January 1st, the City must hold at least five public hearings that enable community members to provide input on the drawing of district maps per the following:

- Two Public Hearing will be held to invite public input regarding the composition of the City's voting districts before any draft maps are drawn. The City has previously complied with this requirement.
- Three Public Hearings will be held to invite public input regarding the composition of the City's proposed modifications to the voting districts after the draft maps are drawn. One such meeting was held on January 17th, with the other two hearings scheduled for February 7th and February 21st.

- After the Public Hearings, the City Council will introduce an ordinance establishing a map with the modified voting division boundaries at a scheduled meeting date of the City Council to be determined, likely February 21, 2024, and the ordinance will then be presented for final adoption at the subsequent regularly scheduled meeting anticipated for March 6, 2024.

Mandatory Criteria for Creating Districts:

While public input concerning the composition of the City's voting divisions will be considered, as noted above there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. Any annexed property must be added to the nearest existing Council district; and
2. No other changes to existing Council districts can occur.

FINANCIAL IMPACT:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary maps.

ALTERNATIVES:

Decline to hold a Public Hearing at this time.

ATTACHMENTS:

1. Council Districts Map with Annexations
2. Council Districts Map with Proposed Boundary Modifications

ATTACHMENT 1

Council Districts Map with Annexations

City of Madera
City Council
Election Districts

THE VILLAGES AT ALMOND GROVE
ANNEXED (2022)
AREA (ACRES)
1,851 AC.

1

2

3

4

5

6

Fresno River

Legend

- Madera City Limits
- Assessors Parcels
- State Routes
- Railroads
- Villages at Almond Grove Annexation (2022)

DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
MAYOR	SANTOS GARCIA	AT LARGE	2020
1	CECE GALLEGOS	3,342.7 AC.	2022
2	JOSE RODRIGUEZ	2,328.0 AC.	2020
3	STEVE MONTES	1,394.4 AC.	2022
4	ANITA EVANS	587.2 AC.	2020
5	ELSA MEJIA	1,246.0 AC.	2022
6	ARTEMIO VILLEGAS	1,719.9 AC.	2020

0 0.5 1 2 Miles

N

ATTACHMENT 2

Council Districts Map with Proposed Boundary Modifications

City of Madera
City Council
Election Districts

AREA PROPOSED FOR DISTRICT 1:
The Villages at Almond Grove
ANNEXED (2022)
AREA (ACRES)
1,851 AC.

1

2

3

4

5

6

Fresno River

Legend

- Madera City Limits
- Assessors Parcels
- State Routes
- Railroads
- Villages at Almond Grove Annexation (2022)

DISTRICT	MEMBER	AREA (ACRES)	ELECTION YEAR
MAYOR	SANTOS GARCIA	AT LARGE	2020
1	CECE GALLEGOS	3,342.7 AC.	2022
2	JOSE RODRIGUEZ	2,328.0 AC.	2020
3	STEVE MONTES	1,394.4 AC.	2022
4	ANITA EVANS	587.2 AC.	2020
5	ELSA MEJIA	1,246.0 AC.	2022
6	ARTEMIO VILLEGAS	1,719.9 AC.	2020

0 0.5 1 2 Miles

N

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Meeting of: February 7, 2024

Agenda Item: C-2

SUBJECT:

Consideration of Rezone Application No. REZ 2022-04 for ±57.53 Acres of Property Located on the Southwest Corner of the Intersection of West Pecan Avenue and Stadium Road (Rd 26½) and associated Mitigated Negative Declaration.

RECOMMENDATION:

The City of Madera Planning Commission recommends the City Council hold a public hearing, make the necessary findings, and take action as follows:

1. Waive Full Reading and Introduce an Ordinance of the City Council approving Rezone 2022-04 amending the Official Zoning Map of the City of Madera to rezone the ±57.53-acre Project Site from the R-1 (Residential, One unit for Each 6,000 square feet of site area) zone district to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district.

SUMMARY:

The applicant, Mike Pistoresi/DMP Development Corp, has filed Rezone (REZ) Application No. 2022-04 proposing to rezone ±57.53 acres of land located on the southwest corner of the intersection of West Pecan Avenue and Stadium Road (Road 26 ½ - the Project Site; Attachment 1) from the R-1 (Residential, One unit for each 6,000 square feet of site area) zone district to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district. The General Plan land use designation for the site is LD (Low Density Residential – Attachment 2).

REZ 2022-04 has been filed in order to facilitate approval of a proposed subdivision of the project site for purposes of creating a 317-lot single family residential planned development in

accordance with Tentative Subdivision Maps TSM 2022-01 (Carmel II) & TSM 2023-02 (Carmel IV).

Pursuant to the provisions of City Municipal Code (CMC) §§ 10-3.1507 & 10-3.1508, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) was held before the Planning Commission on January 16, 2024. Following a complete hearing, the Commission adopted Resolution No. 1975 (Attachment 6) recommending the Council adopt the Mitigated Negative Declaration (SCH No. 2023120574) and the Mitigation Monitoring Program and approve REZ 2022-04.

In accordance with the provisions of CMC § 10-3.1509, upon receipt of such recommendation (report) from the Commission, the Council shall set the matter for a noticed public hearing and after the conclusion of such hearing the Council may adopt (or deny) the rezoning amendment, or any part thereof.

The proposed tentative subdivision maps will be scheduled for Planning Commission consideration and action at the next regularly scheduled meeting of the Commission on February 13, 2024, following consideration of REZ 2022-04 by the City Council.

ANALYSIS:

Pursuant to CMC §10-3-4.101(A) the purpose of the P-D zones is to authorize and regulate density of planned developments and other residential subdivisions. The district is intended to allow use of special design criteria for maximum utility of the site and to allow maximum design flexibility within the density limitations provided.

The proposed planned development project intends to subdivide the project site for the purposes of creating single family residential lots ranging from 4,500 to more than 7,500 square feet in area. REZ 2022-04 proposes to rezone the project site to the PD-4500 zone district to permit a density of one residential unit for each 4,500 square feet of site area to accommodate lot sizes of less than 6,000 square feet in area (development standards for the project are proposed in compliance with conventional R-1 zone district standards). Precise Plan elements and development standards will be incorporated within the project conditions of approval and presented to the Commission at the time of consideration of the tentative maps.

The entirety of the project site is designated for Low Density Residential (2.1 to 7 dwelling units per acre) land use by the Madera General Plan. The Low-Density Residential land use designation includes a Target Density of 5.25 dwelling units per acre (as defined in General Plan Policy LU-7).

Policy LU-32 of the Madera General Plan provides that zoning shall be consistent with General Plan land use designations. In areas where the zoning and the land use designation are not identical, Table LU-A: General Plan/Zoning Consistency of the Madera General Plan shall be used to determine consistency for rezoning applications. The PD-4500 zone district is consistent with the Low-Density Residential land use designation, due to the site-specific design criteria, pursuant to Table LU-A of the Madera General Plan.

The proposed planned development project comprising 317 dwelling units on the ±57.53-acre project site yields a density of approximately 5.5 dwelling units per acre; consistent with the Low Density Residential range as well as the Target Density.

Site Characteristics:

The project site, located on the southern edge of the City, west of Highway 99, is collectively bound by West Pecan Avenue to the north, Stadium Road (Rd. 26½) to the east, and existing farmland and settlement ponds to the west. The City limits form the project site's western and southern boundaries.

The project site consists of an active nut orchard with a long history of agricultural disturbance. The site is devoid of most native and non-native species naturally occurring in this area. The plant diversity in this habitat is low and is composed primarily of non-native grasses and other ruderal plants.

The site is located outside the Federal Emergency Agency (FEMA) 100-year floodplain (FEMA Special Flood Hazard Area, Zone AO). In major storm events, where large amounts of precipitation fall within a 24-hour period, run-off is unlikely to pool in this area.

An overview of the proposed project and project site characteristics are provided in Table 1 below.

Table 1: *Project Overview*	
Project Number:	REZ 2022-04
Applicant:	Mike Pistoresi
Property Owner:	DMP Development Corporation Inc
Location:	Southwest corner of Pecan Avenue and Stadium Road (Road 26 ½) APN(s): 012-480-008 and 012-480-009
Project Area:	57.53-acres.
Planned Land Use:	LD (Low Density Residential)
Zoning District:	Rezone from R-1 to PD-4500 (Planned Development, one unit per 4,500 square feet of site area)
Site Characteristics	The project is located on land that is currently used for agriculture. Planned land use bordering the site is predominately Low Density Residential.

Surrounding Land Uses:

The site is bordered to the north by Pecan Avenue, which is a planned Arterial roadway. Madera High School is located beyond Pecan Avenue to the north, on land that is designated for Public Facilities. Stadium Road (Rd. 26½) is a planned Collector roadway bordering the site to the east. A portion of the neighboring property to the east is already developed into a residential subdivision with the other portion currently being used for agriculture and a Madera irrigation basin. The project will dedicate right of way where required surrounding the project site and specifically for a portion of Avenue 12½ to the south, which is a planned Collector roadway. Land

beyond and to the south contains agriculture. The site is bordered to the west by settlement ponds and agriculture. Land to the east is zoned Low Density Residential, land to the south is outside the current city limit, including land to the west, with these area's identified for Industrial development in the current City of Madera General Plan and agricultural uses in the County Zoning Map (Attachment 4).

Table 2 below summarizes the existing development/uses, and the General Plan land use designations and zoning districts surrounding the proposed project site. The General Plan designations identified in Table 2 represent the City's General Plan land use designations surrounding the project site. The zoning districts identified in Table 2 include both City and County zone districts based on where the City limit boundary abuts the project site.

Table 2: *Bordering Site Information*

Direction	*Existing Use*	*General Plan Designation*	*Zone District*
North	Madera High School	P&SP	U (City)
East	Agriculture and residential	Low Density Residential	R-1 and PD 6,000
South	Agriculture	Village Reserve	ARE-40 (County)
West	Agriculture	Industrial	ARE-5 (County)

AR-5 – Agricultural, Rural, (Five Acre) District (County)
ARE-20 – Agricultural, Rural, Exclusive (20 acre) District (County)
PD 4500 – Planned Development (One unit per each 4,500 square feet) (City)

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The proposed project has been reviewed for compliance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

4Creeks, Inc. has prepared an initial study, performed environmental analyses and evaluated the project in accordance with the CEQA Guidelines and criteria on behalf of the City as lead agency. The conclusions and findings resultant from these environmental studies, analyses and an evaluation of the proposed project determined that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the significant direct, indirect or cumulative effects on the environment, and that a Mitigated Negative Declaration is appropriate for this project.

The Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the County Clerk on December 1, 2023, published in the Madera Tribune on December 2, 2023, and posted with the Governor's Office of Planning and Research (OPR) on December 22, 2023, initiating a public review period effectively commencing on December 1, 2023, and ending January 22, 2024.

The proposed tentative subdivision maps will be scheduled for Planning Commission consideration and action at the next regularly scheduled meeting of the Commission on February 13, 2024. This meeting of the Commission will follow introduction of the ordinance and

consideration of REZ 2022-04 by the City Council but will occur prior to the second reading and formal adoption of the ordinance by the Council. It is therefore anticipated that the Commission will make the first project approval for the overall project as part of its consideration of the contingent approvals of Tentative Subdivision Map TSM 2022-01 (Carmel II) and TSM 2023.-02 (Carmel IV) on February 13, 2024. Despite the recommendation included within Planning Commission Resolution 1975 relative to Council action pertaining to Mitigated Negative Declaration (SCH No. 2023120574) and the Mitigation Monitoring and Reporting Program, given these timelines for considerations and approvals, and as the first project approval, the Commission will be considering the environmental findings of Mitigated Negative Declaration (SCH No. 2023120574), which provides the environmental assessment for the entire project including REZ 2022-04 as well as the Mitigation Monitoring and Reporting Program, for adoption. As such, staff are proposing the Council find that this project has already been environmentally assessed, there have been no changes as contemplated by CEQA Guidelines Section 15162(a), and as such no further environmental documentation is required.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing to consider the project at their regular meeting on January 16, 2024. No members of the public addressed the Commission on this item. On a 5-0 vote, the Commission adopted Resolution No. 1975, finding the rezone in conformance with the goals and policies of the General Plan and recommending approval of the same.

FISCAL IMPACT:

The applicant paid Planning Department entitlement fees in accordance with the City's adopted Master Fee Schedule to offset the cost associated with processing REZ 2022-04. Future development will be required to pay all contemporary impact fees, assessments and charges toward supporting City infrastructure and services.

ALTERNATIVES:

Council could consider alternatives other than the Planning Commission and staff's recommendation for approval of the rezone. The Council may:

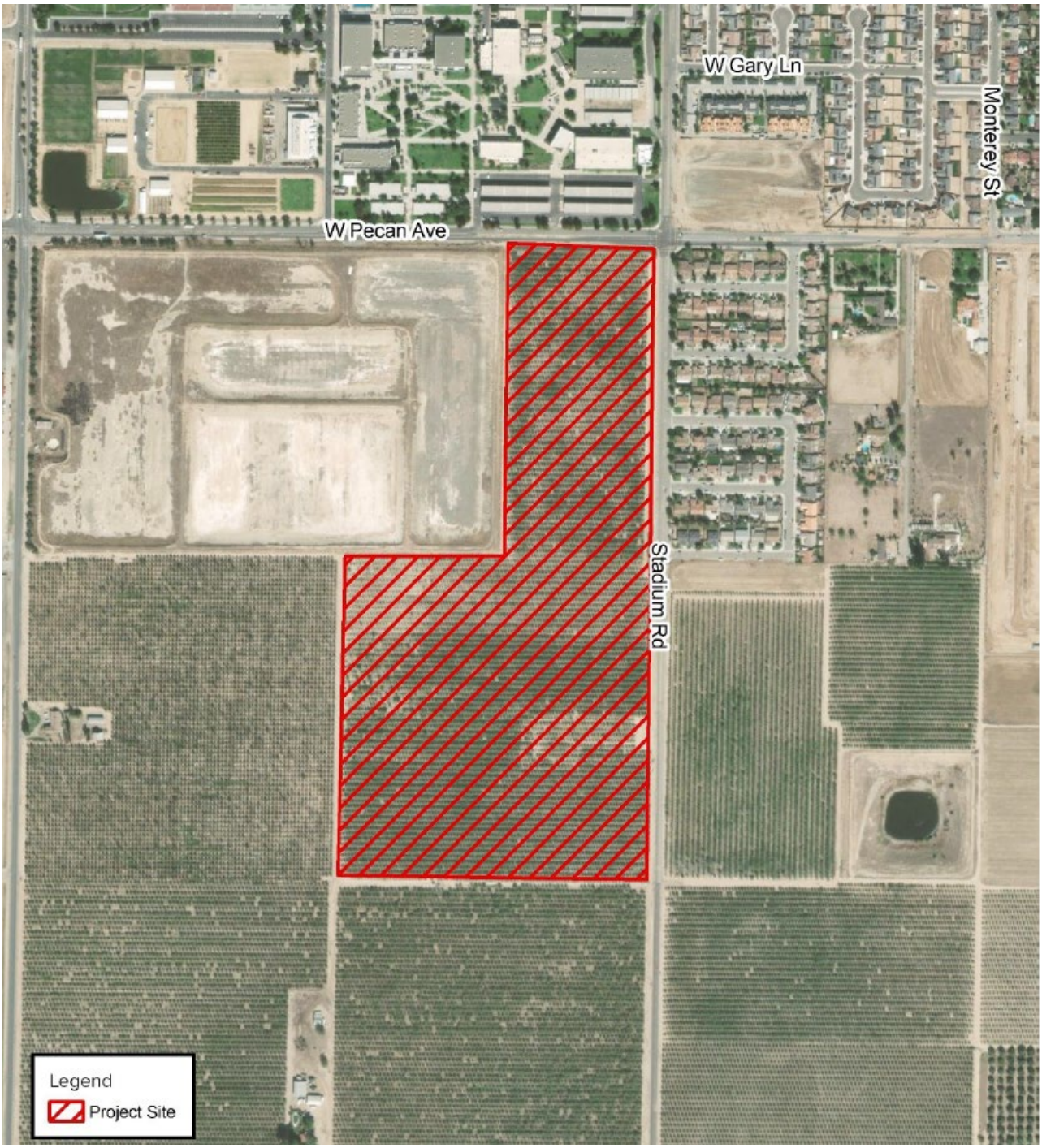
1. Deny the rezone. Should the request be denied, the Tentative Subdivision Map project would be unable to move forward.
2. Move to continue the item to a date and time certain, or refer the item back to staff, with direction to staff to provide additional information.

ATTACHMENTS:

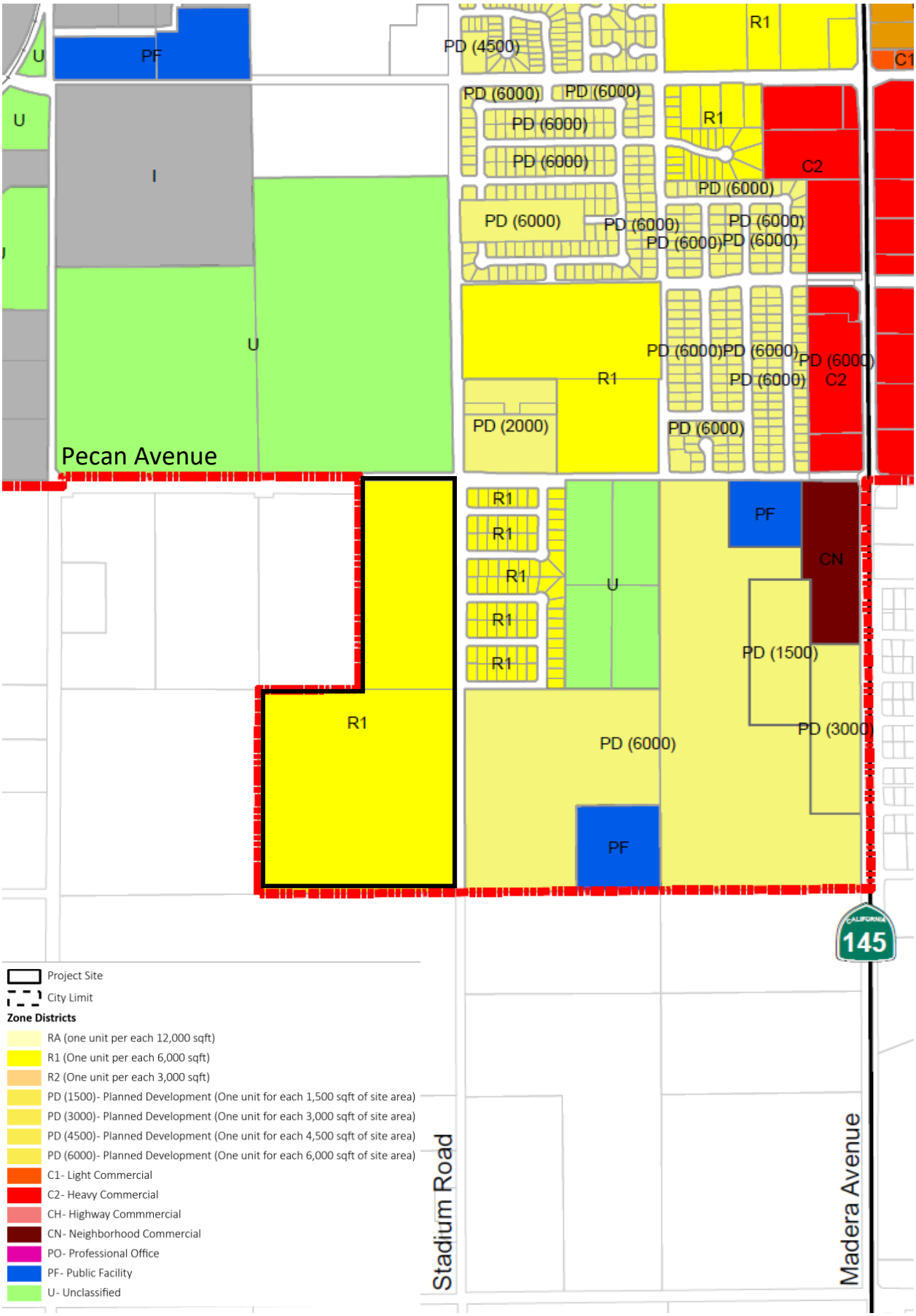
1. Vicinity Map
2. Existing City Zoning Map
3. City General Plan Land Use Map
4. County Zoning Map
5. City Council Ordinance for Rezone
   Exhibit "A" – Mitigation Monitoring and Reporting Program
   Exhibit "B" – PD (4500) zone district

6. Planning Commission Resolution 1975
7. Environmental Review – IS/MND (SCH No. 2023120574)

ATTACHMENT 1
Vicinity Map


W Gary Ln
Monterey St
W Pecan Ave
Stadium Rd
Legend
Project Site

ATTACHMENT 2
Existing City Zoning Map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PD (4500)
R1
C1
PD (6000)
PD (6000)
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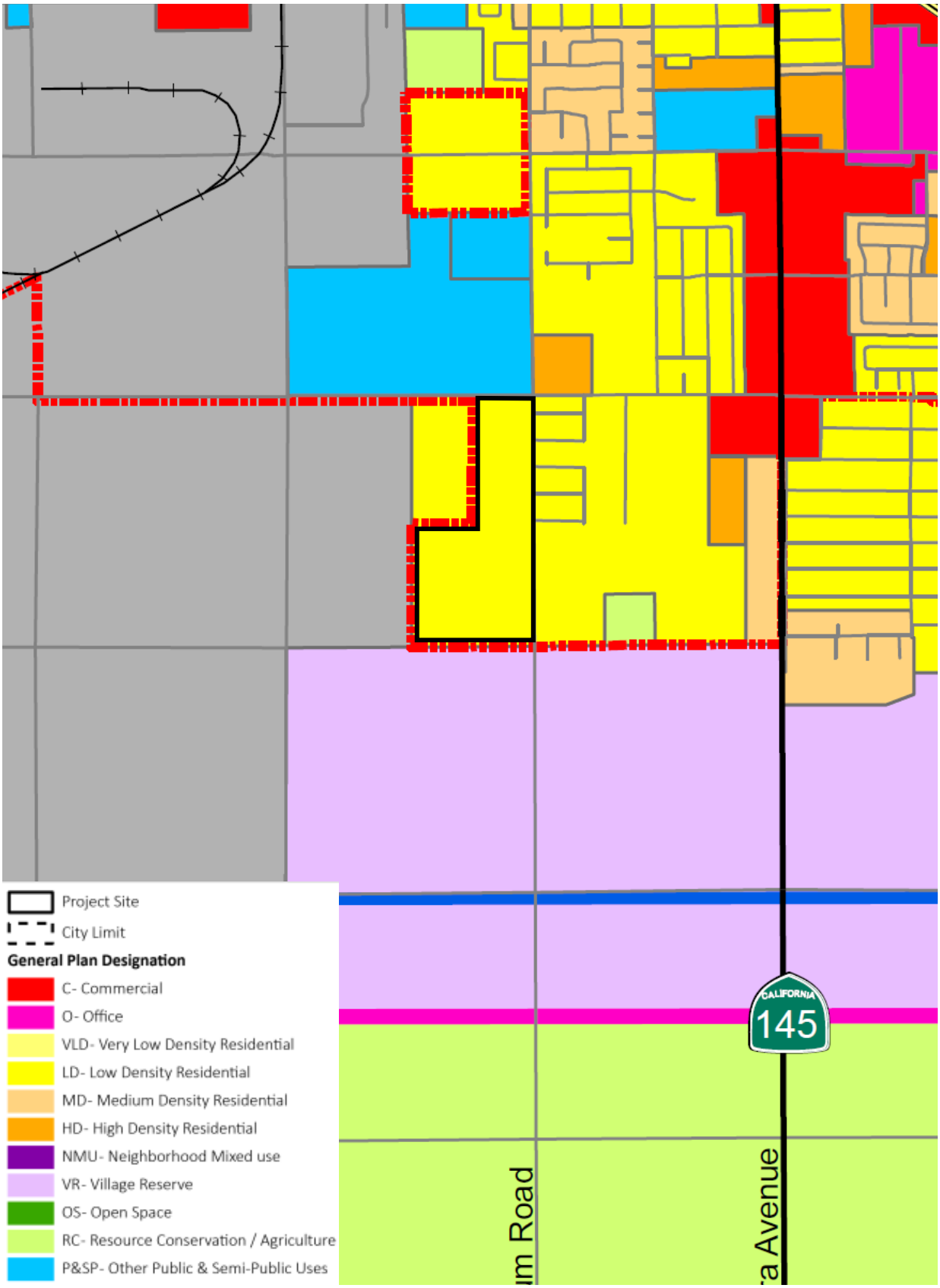
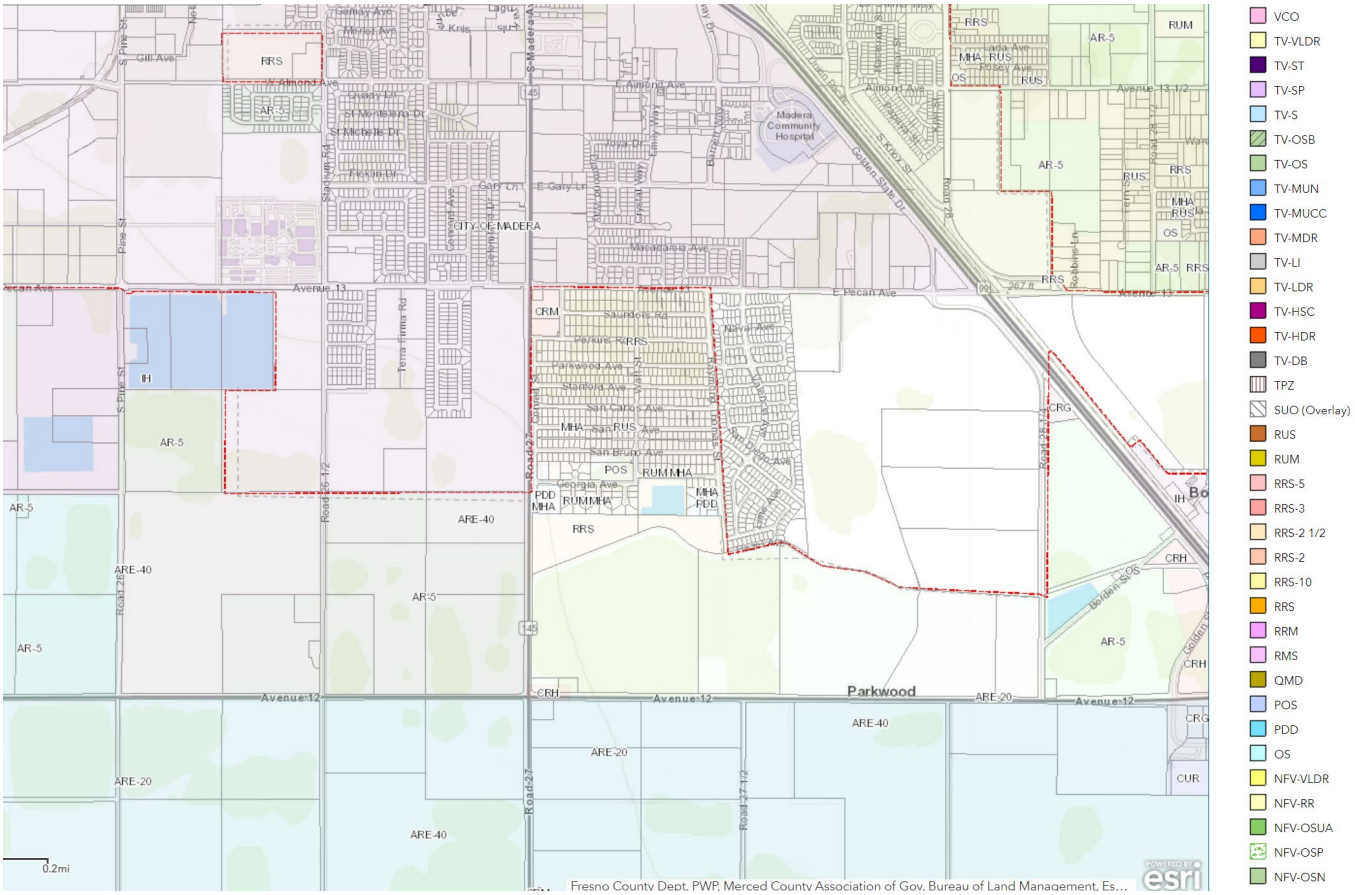
PD (6000)
C2
R1
PD (2000)
PD (6000)
Pecan Avenue
R1
R1
R1
R1
R1
U
PF
CN
PD (1500)
PD (3000)
R1
PD (6000)
PF
CALIFORNIA
145
Project Site
City Limit
Zone Districts
RA (one unit per each 12,000 sqft)
R1 (One unit per each 6,000 sqft)
R2 (One unit per each 3,000 sqft)
PD (1500)- Planned Development (One unit for each 1,500 sqft of site area)
PD (3000)- Planned Development (One unit for each 3,000 sqft of site area)
PD (4500)- Planned Development (One unit for each 4,500 sqft of site area)
PD (6000)- Planned Development (One unit for each 6,000 sqft of site area)
C1- Light Commercial
C2- Heavy Commercial
CH- Highway Commmercial
CN- Neighborhood Commercial
PO- Professional Office
PF- Public Facility
U- Unclassified
Stadium Road
Madera Avenue

ATTACHMENT 3
City General Plan Land Use Map


Project Site
City Limit
General Plan Designation
C- Commercial
O- Office
VLD- Very Low Density Residential
LD- Low Density Residential
MD- Medium Density Residential
HD- High Density Residential
NMU- Neighborhood Mixed use
VR- Village Reserve
OS- Open Space
RC- Resource Conservation / Agriculture
P&SP- Other Public & Semi-Public Uses
CALIFORNIA
145
um Road
ra Avenue

ATTACHMENT 4
County Zoning Map


VCO
TV-VLDR
TV-ST
TV-SP
TV-S
TV-OSB
TV-OS
TV-MUN
TV-MUCC
TV-MDR
TV-LI
TV-LDR
TV-HSC
TV-HDR
TV-DB
TPZ
SUO (Overlay)
RUS
RUM
RRS-5
RRS-3
RRS-2 1/2
RRS-2
RRS-10
RRS
RRM
RMS
QMD
POS
PDD
OS
NFV-VLDR
NFV-RR
NFV-OSUA
NFV-OSP
NFV-OSN
Parkwood
Madera Community Hospital
CITY OF MADERA
E Pecan Ave
E Almond Ave
E Gary Ln
Avenue 13
Avenue 12
Road 27
Road 26 1/2
Road 28
Fine St
S Fine St
Stadium Rd
Terra Firma Rd
Gill Ave
Parkwood Ave
Stanford Ave
San Bruno Ave
Georgia Ave
Golden State Dr
Golden St
Burrell Ave
Pecan Ave
Almond Ave
Avenue 13 1/2
Road 28 1/2
Road 27 1/2
AR-5
ARE-40
ARE-20
RRS
RRS-5
RRS-2 1/2
RUS
RUM
MHA
PDD
POS
OS
CRH
CRG
CRM
IH
CUR
0.2mi
Fresno County Dept. PWP, Merced County Association of Gov, Bureau of Land Management, Es...
esri

ATTACHMENT 5

City Council Ordinance for REZ 2022-04

Including:

Exhibit A: Mitigation Monitoring and Reporting Program

Exhibit B: PD (4500) Zone District

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZONE 2022-04 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 57.53 ACRES OF PROPERTY (APN[S]: 012-480-008 & 012-480-009) FROM THE R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) TO THE PD-4500 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 4,500 SQUARE FEET OF SITE AREA) ZONE DISTRICT

WHEREAS, DMP Development Corp ("Owner") submitted an application for a rezone (REZ 2022-04) for approximately 57.53 acres of land located on the southwest corner of the intersection of West Pecan Avenue and Stadium Road (Rd. 26½), comprising APN(s) 012-480-008 and 012-480-009, in the City of Madera, California ("site"); and

WHEREAS, the site is planned for Low Density Residential land uses in the adopted City of Madera General Plan and is currently zoned R-1 (Residential, One unit for each 6,000 square feet of site area) by the Zoning Ordinance; and

WHEREAS, the Owner is seeking approval to rezone the site to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) zone district pursuant to REZ 2022-04; and

WHEREAS, REZ 2022-04 was filed to facilitate approval of two tentative subdivision maps (TSM 2022-01 & 2023-02) and a Precise Plan proposing to subdivide the site for purposes of creating a 317-lot single family residential planned development on the site; (collectively, the "project"); and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH No. 2023120574) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, pursuant to the CMC, a properly noticed public hearing was held before the Planning Commission of the City of Madera (Commission) on January 16, 2024, resulting in adoption of Planning Commission Resolution No. 1975 recommending the City Council of the City of Madera (Council) adopt Mitigated Negative Declaration and mitigation monitoring and reporting program prepared for the proposed project and approve REZ 2022-04; and

WHEREAS, pursuant to the CMC, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the City Council of the City of Madera (Council) and the Council shall adopt the amendment and Environmental Review; and

WHEREAS, the City provided notice of the Council hearing as required by law; and

WHEREAS, the Council received and independently reviewed REZ 2022-04 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on February 7, 2024; and

WHEREAS, at the February 7, 2024, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, subsequent to the meeting, but prior to final action by the Council on this Ordinance, the Planning Commission took action to adopt a resolution adopting the Mitigated Negative Declaration (SCH No. 2023120574) and Mitigation Monitoring and Reporting Program prepared for the project, including REZ 2022-04, in accordance with the provisions CEQA; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Ordinance approving REZ 2022-04.

NOW THEREFORE, be it resolved by the City Council of the City of Madera as follows:

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

1. **SECTION 2.** CEQA: This project has been previously assessed. The City Council finds that pursuant CEQA Guidelines § 15162 subsequent environmental review is not required for REZ 22-04 based on the following:

a. No substantial changes are proposed in the project which will require major revisions of the previous mitigated negative declaration due (MND) to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, the Planning Commission approved the MND almost immediately prior to the adoption of this Ordinance. REZ 2022-04 is consistent with the same density, intensity, and use, and is exactly as contemplated by the MND. As such, the proposed REZ 2022-04 has the same environmental impacts assessed in the MND.

b. No substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, REZ 2022-04 is exactly consistent with the MND and specifically contemplated by it. Additionally, REZ 2022-04 allows for the implementation of the subdivision map(s) contingently approved by the Planning Commission as part of the approval of the MND, property will continue to be used for residential uses as originally contemplated by the MND, and there are no new substantial changes in the physical environment that were not anticipated in the MND, including its analysis in light of the development contemplated.

c. There is no new information, which was not known and could not have been known at the time of the previous mitigated negative declaration that the project will have significant effect not discussed in the MND. The REZ 2022-04 will not have any more significant effects than that already discussed and assessed in the MND, and was specifically contemplated by the MND. Furthermore, since a MND was previously adopted for the project, the considerations set forth in CEQA Guidelines § 15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable.

Based upon these findings, the City Council determines that this project has already been environmentally assessed and no further environmental documentation is required for REZ 2022-04.

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds REZ 2022-04 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

1. The proposed Rezone will provide the required consistency between the General Plan and zoning in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan as required by General Plan Policy LU-32.

   Table LU-A of the General Plan identifies General Plan Land Use Category and Consistent Zoning Districts. According to Table LU-A, the PD-4500 zone district is consistent with the Low-Density Residential Land Use designation for the site.

2. The Rezone is not expected to be detrimental to the health, safety peace, comfort, or general welfare of the neighborhood or the City.

   Environmental analyses and findings prepared for the proposed project and as provided in MND (SCH No. 2023120574) considered potential environmental impacts associated with the project. Mandatory findings of significance provide the project will not result in significant environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. In addition, all required standards of the Zoning Regulations contained within the City Municipal Code will be complied with and conditions of approval will be applied to ensure the proposed project will not be detrimental to the health, safety, peach, comfort or general welfare of the neighborhood or City.

SECTION 4. Approval of REZ 2022-04. The City Council hereby approves REZ 2022-04 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the hereto attached Exhibit "A," which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. Posting. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 7 Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

Exhibit "A" – Mitigation Monitoring and Reporting Program
Exhibit "B" – PD (4500) zone district

Passed and adopted by Council of the City of Madera this 7th day of February 2024, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

_____
Santos Garcia
Mayor City of Madera

Attest:

_____
Arnoldo Rodriguez
City Manager

Chapter 5 Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Carmel Homes II & IV in the City of Madera. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

Table 5-1 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of Table 5-1 identifies the mitigation measure. The second column, entitled "When Monitoring is to Occur," identifies the time the mitigation measure should be initiated. The third column, "Frequency of Monitoring," identifies the frequency of the monitoring of the mitigation measure. The fourth column, "Agency Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by 4Creeks to ensure that individual mitigation measures have been complied with and monitored.

Table 5-1 Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	**When Monitoring is to Occur**	**Frequency of Monitoring**	**Agency Responsible for Monitoring**	**Method to Verify Compliance**	**Verification of Compliance**
Biological Resources					
Mitigation Measure BIO-1a: *(Pre-construction Surveys and Construction Timing). If construction is to occur between February 1 and August 31, a qualified biologist will conduct pre-construction surveys for active bird nests within 10 days prior to the start of ground disturbing activities should work commence during the nesting season (February 15 to September 15). The survey area will encompass the site and accessible surrounding lands within 250 feet for nesting migratory birds and 500 feet for raptors (i.e., birds of prey).*	10 Days Prior Construction	Prior to and During Project Construction	City of Madera	Review of Documentation Submittal	
Mitigation Measure BIO-1b: *(Avoidance of Active Nests*). Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing and will be maintained until the biologist has determined that the young have fledged and are capable of foraging independently.	Prior and During Project Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	
Cultural Resources					
Mitigation Measure CUL-1: If previously unknown resources are encountered before or during grading activities, construction shall stop in the immediate vicinity of the find (within a 100-foot radius) and a qualified historical resources specialist shall be consulted to determine whether the resource requires further study. The qualified historical resources specialist shall make recommendations to the City on	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines and the City's Historic Preservation Ordinance. If the resources are determined to be unique historical resources as defined under Section 15064.5 of the CEQA Guidelines, measures shall be identified by the monitor and recommended to the Lead Agency. Appropriate measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds. No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any historical artifacts recovered as a result of mitigation shall be provided to a City-approved institution or person who is capable of providing long-term preservation to allow future scientific study.					
Mitigation Measure CUL-2: If human remains are uncovered during construction, the Madera County Coroner is to be notified to investigate the remains and arrange proper treatment and disposition. If the remains are identified on the basis of archaeological context, age, cultural associations, or biological traits to be those of a Native American, California Health and Safety Code 7050.5 and PRC 5097.98 require that the coroner notify the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent who will be afforded an opportunity to make recommendations regarding the treatment and disposition of the remains.	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Geology and Soils					
Mitigation Measure GEO-1: In the event of accidental discovery of unidentified paleontological resources during development or ground-moving activities in the Project area, all work should be halted in the immediate vicinity (within a 100-foot radius) until a qualified paleontologist can identify the discovery and assess its significance. The qualified paleontologist shall make recommendations to the City on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines and the City's Historic Preservation Ordinance. If the resources are determined to be unique paleontological resources, measures shall be identified by the monitor and recommended to the Lead Agency. Appropriate measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds. No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any paleontological artifacts recovered as a result of mitigation shall be provided to a City-approved institution or person who is capable of providing long-term preservation to allow future scientific study.	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	
Mitigation Measure GEO-2: Should the construction crew or paleontologist uncover any bones or teeth, all construction-related activities in the immediate vicinity would be stopped until the paleontologist has assessed the find and, if deemed significant, salvaged it for	During Construction	Ongoing During Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
deposition in a repository such as University of California Museum of Paleontology where it would be properly curated and preserved for scientific study. Any period in which construction is halted shall be kept to the minimum amount of time feasible under the circumstances. To avoid any unnecessary loss of time during construction, the City shall require the paleontologist to assess the significance of the affected resources as soon as is feasible under the circumstances. Following the completion of the above tasks, the paleontologist shall prepare a report documenting the absence or discovery of fossil resources on-site. If fossils are found, the report shall summarize the results of the inspection program, identify those fossils encountered, recovery and curation efforts, and the methods used in these efforts, as well as describe the fossils collected and their significance. A copy of the report shall be provided to the Madera Community Development Department and to the Natural History Museum of Los Angeles County.					
Hydrology and Water Quality					
Mitigation Measure HYD-1: Prior to issuance of grading permits, the Project proponent shall submit a NOI and SWPPP to the RWQCB to obtain coverage under the General Permit for Discharges of Stormwater Associated with Construction Activity. The SWPPP shall specify and require the implementation BMPs, with the intent of keeping all products of erosion from moving offsite and into receiving waters during construction. The requirements of the SWPPP shall be incorporated into design specifications and construction contracts. Recommended BMPs for the construction phase shall	Prior to issuance of grading permits.	Prior to Project Construction	City of Madera	Review of Documentation Submittal	

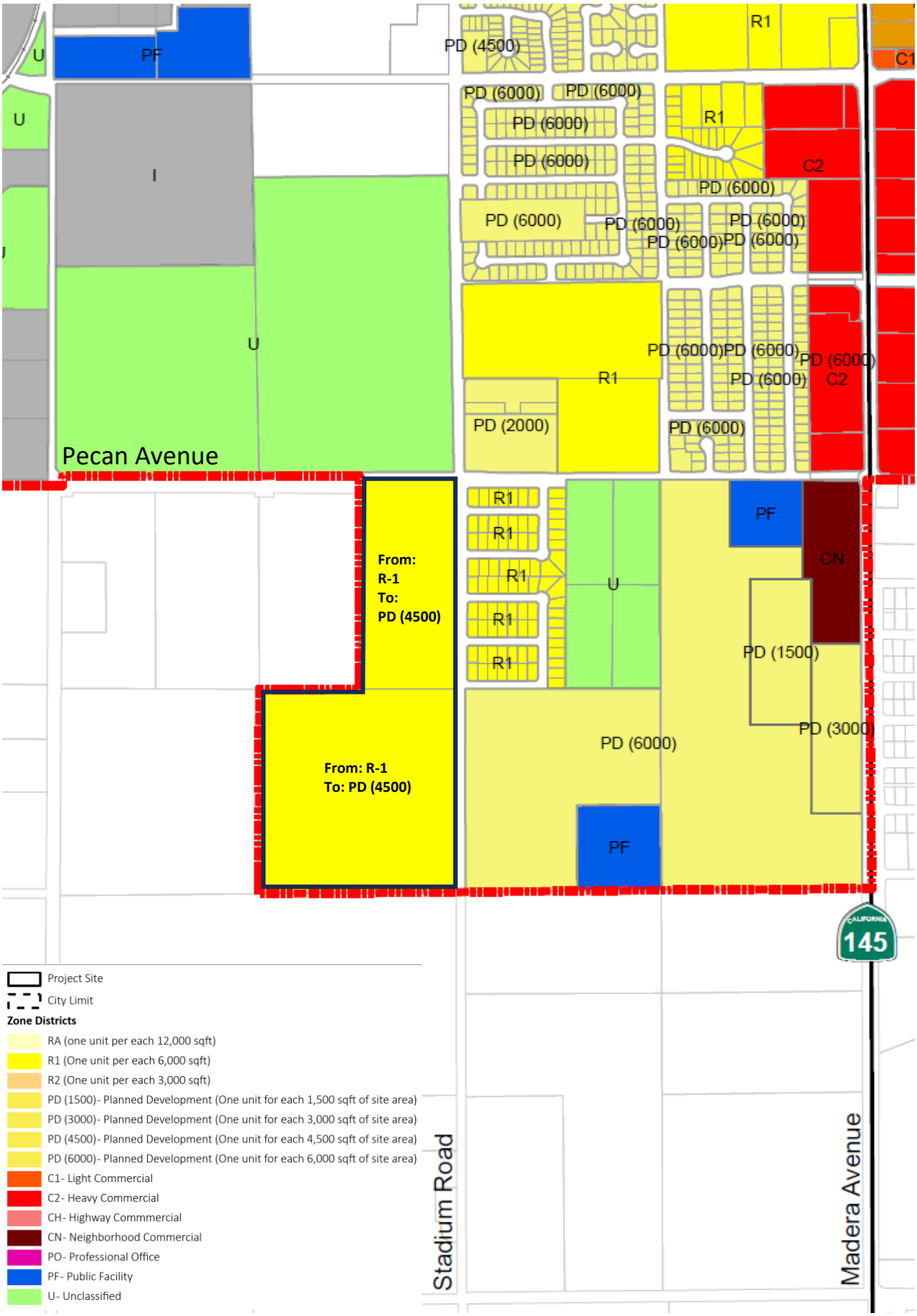
Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
include, but are not limited to, the following: • Stockpiling and disposing of demolition debris, concrete, and soil properly; • Protecting existing storm drain inlets and stabilizing disturbed areas; • Implementing erosion controls; • Properly managing construction materials; and • Managing waste, aggressively controlling litter, and implementing sediment controls. The developer shall provide the City of Madera Engineering Division with evidence of an approved SWPPP prior to issuance of grading permits.					
Mitigation Measure HYD-2: Prior to issuance of grading permits, the Project proponent shall prepare a drainage plan for the Project for approval by the City Engineer that identifies postconstruction treatment, control, and design measures that minimize surface water runoff, erosion, siltation, and pollution. The drainage plan shall be prepared in accordance with the City's SWMP and California Stormwater Quality Association's Storm Water Best Management Practices Handbook as well as the City Engineer's Technical Specifications and Public Improvement Standards. During final design of the Project, the Project proponent shall implement a suite of post-construction stormwater treatment and control BMPs designed to address the most likely sources of stormwater pollutants resulting from operation and maintenance of the Project. These measures shall account for the proposed 21 acres of commercial development at the Project site. Stormwater	Prior to issuance of grading permits.	Prior to Project Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
infrastructure will be designed adhering to methods and standards described in Section E.12.e.ii.c of the SWRCB Phase II Small MS4, General Permit (Order No. 2013-0001-DWQ). The City Engineer may also require other necessary BMPs and design features. Incorporation of City Engineer-approved BMPs and design features into the Project design and construction documents shall ensure that operational water quality exceeds applicable water quality standards. The Project proponent shall also prepare and submit an Operations and Maintenance Agreement to the City of Madera for its approval identifying appropriate procedures to ensure that stormwater quality control measures work properly during operations.					
Mitigation Measure HYD-3: A Development Maintenance Manual for the Project shall include comprehensive procedures for maintenance and operations of any stormwater facilities to ensure long-term operation and maintenance of post-construction stormwater controls. The maintenance manual shall require that stormwater BMP devices be inspected, cleaned and maintained in accordance with the manufacturer's maintenance conditions. The manual shall require that devices be cleaned prior to the onset of the rainy season (i.e., mid-October) and immediately after the end of the rainy season (i.e., mid-May). The manual shall also require that all devices be checked after major storm events. The Development Maintenance Manual shall include the following:	Prior to issuance of grading permits.	Prior to Project Construction	City of Madera	Review of Documentation Submittal	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
• Runoff shall be directed away from trash and loading dock areas; • Bins shall be lined or otherwise constructed to reduce leaking of liquid wastes; • Trash and loading dock areas shall be screened or walled to minimize offsite transport of trash; and, Impervious berms, trench catch basin, drop inlets, or overflow containment structures nearby docks and trash areas shall be installed to minimize the potential for leaks, spills or wash down water to enter the drainage system.					
Noise					
Mitigation Measure NOISE-1: To mitigate noise created by stationary sounds, such as construction, the following best practices shall be implemented to reduce noise to acceptable levels: • All construction equipment shall be properly maintained and muffled as to minimize noise generation at the source. • Noise-producing equipment shall not be operating, running, or idling while not in immediate use by a construction contractor. • All noise-producing construction equipment shall be located and operated, to the extent possible, at the greatest possible distance from any noise-sensitive land uses. • Locate construction staging areas, to the extent possible, at the greatest possible	During Construction	Ongoing During Construction	City of Madera	Review of Conditions	

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
distances from any noise-sensitive land uses. • Signs shall be posted at the construction site and near adjacent sensitive receptors displaying hours of construction activities and providing the contact phone number of a designated noise disturbance coordinator.					

Exhibit "B"


Pecan Avenue
From:
R-1
To:
PD (4500)
From: R-1
To: PD (4500)
Stadium Road
Madera Avenue
145
Project Site
City Limit
Zone Districts
RA (one unit per each 12,000 sqft)
R1 (One unit per each 6,000 sqft)
R2 (One unit per each 3,000 sqft)
PD (1500)- Planned Development (One unit for each 1,500 sqft of site area)
PD (3000)- Planned Development (One unit for each 3,000 sqft of site area)
PD (4500)- Planned Development (One unit for each 4,500 sqft of site area)
PD (6000)- Planned Development (One unit for each 6,000 sqft of site area)
C1- Light Commercial
C2- Heavy Commercial
CH- Highway Commmercial
CN- Neighborhood Commercial
PO- Professional Office
PF- Public Facility
U- Unclassified

ATTACHMENT 5
Planning Commission Resolution 1975

RESOLUTION NO. 1975

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVE REZONE NO. 2022-04

WHEREAS, DMP Development Corp ("Owner") submitted an application for a rezone (REZ 2022-04) for approximately 57.53 acres of land located on the southwest corner of the intersection of West Pecan Avenue and Stadium Road (Rd. 26½), comprising APN(s) 012-480-008 and 012-480-009, in the City of Madera, California ("site"); and

WHEREAS, REZ 2022-04 was filed to facilitate approval of two tentative subdivision maps (TSM 2022-01 & 2023-02) and a Precise Plan proposing to subdivide the site for purposes of creating a 317-lot single family residential planned development; (collectively, the "Project"); and

WHEREAS, the site is planned for Low Density Residential land uses in the adopted City of Madera General Plan and is currently zoned R-1 (Residential, One unit for each 6,000 square feet of site area) by the Zoning Ordinance; and

WHEREAS, the Owner is seeking approval to rezone the site to the PD-4500 (Planned Development, One unit for each 4,500 square feet of site area) pursuant to REZ 2022-04; and

WHEREAS, this project was assessed under the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH No. 2023120574) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, pursuant to the CMC, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the Planning Commission of the City of Madera (Commission) and the Commission shall render a report and recommendation (Resolution) to the City Council of the City of Madera (Council), prior to the Council adopting the amendment or any part thereof; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law for the hearing of January 16, 2024; and

WHEREAS, the Planning Commission received and independently reviewed REZ 2022-02 and Mitigated Negative Declaration (SCH No. 2023120574) at the duly noticed meeting on January 16, 2024; and

WHEREAS, at the January 16, 2024, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after due consideration of all the items before it, the Planning Commission now desires to adopt this Resolution recommending the Council adopt Mitigated Negative Declaration (SCH No. 2023120574) for purposes of the proposed project and recommending the Council approve REZ 2022-04.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: The Planning Commission finds an environmental assessment initial study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed Project and relevant environmental issues. Based on this review and assessment, the Planning Commission finds that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the potential significant direct, indirect or cumulative effects on the environment, and that a Mitigated Negative Declaration is appropriate for this project. The Planning Commission further finds the Initial Study and Mitigated Negative Declaration were timely and properly published and noticed as required by CEQA. As such, the Planning Commission recommends the City Council adopt Mitigated Negative Declaration (SCH No. 2023120574) including the Mitigation Monitoring and Reporting Program (Exhibit A) for the project following the close of the public review period and following consideration of any public comments received.

3. Recommendation to City Council to Approve REZ 2022-04: The Planning Commission finds and determines that the proposed PD-4500 zone district as requested for the site (comprising APN[s] 012-480-008 and 012-480-009) pursuant to REZ 2022-04, is consistent with the adopted LD (Low Density Residential) General Plan land use designation for the site pursuant to, and in accordance with, Policy LU-32 and Table LU-A: General Plan/Zoning Consistency of the Madera General Plan. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve REZ 2022-04 consistent with the General Plan Land Use designation and as shown in Exhibit B.

4. Effective Date: This resolution is effective immediately.

* * * * *

Passed and recommended to City Council for adopting by the Planning Commission of the City of Madera this 16th day of January 2024, by the following vote:

AYES: Commissioner's Rohi Zacharia, Bobby Sheikh, Balwinder Singh, Saim Mohammad, Jose Eduardo Chavez, Vice Chairperson Ramon Lopez and Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

Exhibit "A" – Mitigation Monitoring and Reporting Program
Exhibit "B" – Existing and Proposed Zone District Map

ATTACHMENT 6

Initial Study/Mitigated Negative Declaration
(SCH No. 2023120574)

https://www.madera.gov/wp-content/uploads/2023/11/CARMEL-HOMES-ISMND-WITH-APPENDICES-7.26.23.pdf

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: D-1

SUBJECT:

California Partnership for the San Joaquin Valley Nominees

RECOMMENDATION:

Adopt a Minute Order nominating two Councilmembers for the selection process to fill a vacancy on the California Partnership for the San Joaquin Valley

SUMMARY:

The Madera County Transportation Commission (MCTC) is seeking nominees to fill the local elected official appointment to the California Partnership for the San Joaquin Valley (Partnership). The Partnership is a public-private collaboration that advocates and explores issues unique to the Central Valley. The purpose of this item is to provide information about the Partnership and to allow the Council an opportunity to select two members representing the City to advance in the nomination process.

BACKGROUND:

The California Partnership for the San Joaquin Valley is a public-private partnership focused on improving the region's economic vitality and quality of life for the 3.9 million residents that reside in the San Joaquin Valley (Valley). Founded in June 2005 by Governor Arnold Schwarzenegger by Executive Order S-05-05, the Partnership intends to address the unique challenges facing the Valley as well as establish the region's importance in California's economic footprint. Though the Valley is one of the most productive agricultural regions in the world, the well-being of its residents has trailed greatly behind state and national averages in several areas including economic health, unemployment, educational standards, and air quality. Despite these ongoing challenges, the Valley historically was neglected by both state and federal leaders, receiving substantially less per-capita funding than other regions in California and the United States with similar statistics.

The creation of the Partnership was designed to address the region's challenges while establishing a solid framework for advocacy and identifying strategic priorities. Included in Executive Order S-05-05 was a request by Governor Schwarzenegger for the new Partnership to submit a Strategic Action Proposal that provided recommendations to improve the economic condition of the Valley, based on three principal goals for the region:

- Grow a prosperous economy
- Create a quality environment
- Achieve social equity

In support of these goals, the Partnership developed ten work groups comprised of stakeholders from public and private sectors, with the purpose to support the Partnership's mission by creating and fostering a culture of leadership, action, and accountability. The ten focused work groups are:

- Advanced Communications Services (Broadband)
- Air Quality
- Economic Development
- Energy
- Health
- Higher Education and Workforce Development
- Housing Collaborative
- PreK-12 Education
- Sustainable Communities
- Water Quality, Supply & Reliability

Partnership activities are led by a diverse Board of Directors. All Partnership Board Members are appointed by the Governor and serve at the discretion of the Governor. Directors serve without compensation and are comprised of members of the Governor's cabinet, representatives of local government and business leaders from a wide range of industries from each county in the San Joaquin Valley.

SELECTION PROCESS:

On January 2, 2024, the Madera County Transportation Commission (MCTC) contacted the City of Madera, the City of Chowchilla and Madera County, inviting each jurisdiction to nominate two elected officials for the vacant Madera County seat on the California Partnership for the San Joaquin Valley. The nominations are to be submitted to the MCTC Policy Board, who, upon receipt of nominations from each of the three jurisdictions, will consider the list of nominees at their February 21, 2024 meeting and select three nominees of the original six to be forwarded to the Partnership for final determination. It should be noted that that there is one vacancy for the Madera County region, and the Partnership will select one of the three nominees to fill the position.

Eligible nominees must be a locally elected official of the County Board of Supervisors or a City Council Member. As described by the Partnership, the ideal candidate should serve in a leadership role in their respective community and be familiar with the work of the Partnership and possess values that support the socio-economic advancement of the San Joaquin Valley. Additionally, the three selected nominees, as determined by the MCTC Policy Board, are required to provide a resume, and complete an online application on the Governor's Appointments website. MCTC staff will provide guidance and direction for the application process. At a later date not yet announced, two to three reference letters will be requested by the Governor's Appointment Secretary. While the 2024 meeting calendar has not been released, meetings have historically been held on a quarterly basis, occurring on the second Friday in March, June, September, and December, with a hybrid in-person/virtual attendance option available.

FINANCIAL IMPACT:

No financial impact is anticipated as a result of nominating members to serve on the California Partnership for the San Joaquin Valley.

ALTERNATIVES:

As instructed by MCTC, a Councilmember may not elect to apply directly to the Partnership; he or she is required to undergo the selection process as described above.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: D-2

SUBJECT:

Consider an Ordinance to Amend Section 8-7.08 (D) of the Madera Municipal Code Involving Delinquent Date for Payment of Municipal Utilities

RECOMMENDATION:

Waive full reading and introduce an Ordinance amending Section 8-7.08 (D) of the Madera Municipal Code to change utility bill payment dates

SUMMARY:

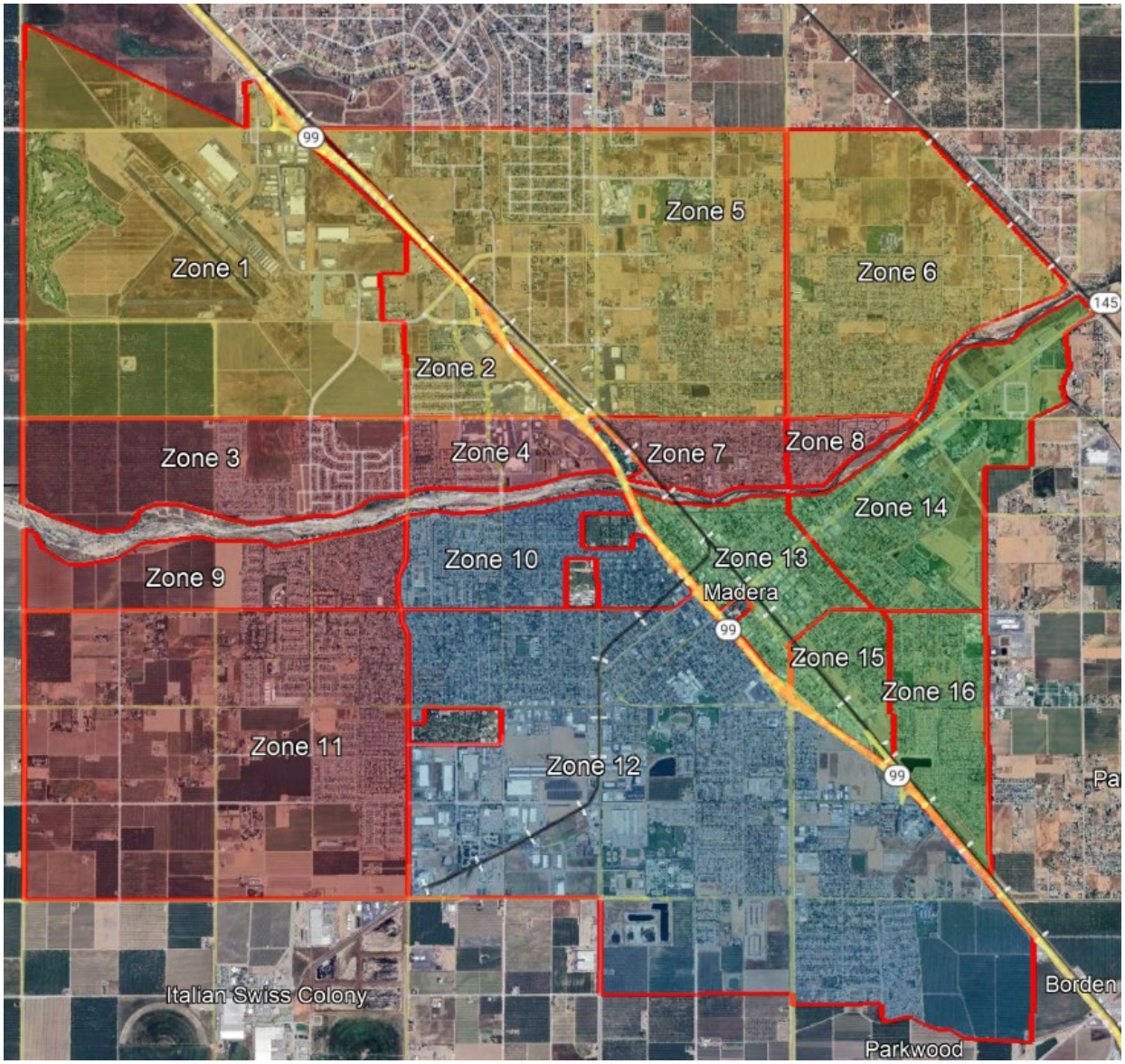
Despite the availability of various payment methods for the City's monthly utility bills, a significant portion of municipal utility account holders prefer to pay in person at City Hall. This preference has resulted in customer service challenges, with long lines and unanswered calls observed particularly around the 25th of the month, the established non-delinquent payment deadline in the Madera Municipal Code. To address these issues without incurring additional costs, staff proposes a strategic solution. By dividing Madera into four "billing quadrants" and rotating the payment due date based on the quadrant, staff aims to distribute the payment influx more evenly, alleviating congestion and enhancing overall customer service. To implement this plan, staff recommends amending Section 8-7.08 (D) of the Madera Municipal Code to modify the codified bill due date.

DISCUSSION:

As discussed at the workshop to City Council on January 17, 2024, the City charges for the municipal utilities it provides to the citizens of Madera through authority of the Madera Municipal Code's (MMC) Title VIII, Chapter 7. While MMC Title VIII, Chapter 7, Section 8-7.08 gives authority to the Director of Finance for issuing bills and administering the program, the Section explicitly states that unpaid bills are not considered delinquent until the "…close of business on the 25th of the current month."

The specific deadline set in the Madera Municipal Code (MMC) for utility bill payments, particularly around the 25th of each month, has led to a concentrated surge of payments during this period. Despite the City offering multiple payment channels, a significant portion of customers persist in visiting City Hall for their utility payments. This influx results in extended wait times at the Utility Billing customer counter, hindering efficient service delivery. Furthermore, the overwhelming demand at the payment windows impedes staff's ability to address utility billing queries over the phone. As a consequence, the current customer service experience falls short of the desired standards, prompting the need for strategic adjustments to enhance overall efficiency and satisfaction.

At Council's January 17th, 2024 meeting, staff presented a plan to address this customer service shortfall. The plan involves dividing the City into four "billing quadrants," with different utility payment due dates for each quadrant. After looking at various scenarios, Staff recommended the selection of the following billing/payment scenario:



The proposed monthly billing dates and payment due dates for the different quadrants are outlined in Table 1.

Table 1: *Proposed Payment Due Date per Quadrant*

Billing Quadrant	Bill Issuance Date	Bill Payment Date
1 (Yellow)	14th	7th
2 (Red)	21st	14th
3 (Green)	28th	21st
4 (Blue)	7th	28th

To execute this plan successfully, it is necessary to modify MMC Section 8-7.08 (D). Staff recommends amending this section to permit multiple delinquent dates on municipal utility bills, contingent on the quadrant where a utility account's address is located. Additionally, staff proposes retaining the existing provision that stipulates if a payment due date falls on a weekend or legal holiday, the payment will be due on the next business day. These amendments are crucial for aligning the billing structure with the proposed quadrant-based system, ensuring a seamless and effective implementation of the revised payment schedule.

This item will be scheduled for a second reading at a future Council meeting if approved at the first meeting. If approved at the second meeting, the Ordinance would go into effect on the 31st day after approval.

FINANCIAL IMPACT:

The approval of the revised MMC Section 8-7.08 (D) is not expected to incur any new costs or generate additional revenue for the City. However, the adoption of the proposed billing and payment schedule is anticipated to enhance cash flow. By encouraging customers to spread their bill payments throughout the month rather than concentrating them around a single day, the City aims to achieve a more balanced and consistent inflow of funds. This strategic adjustment is designed to improve financial predictability and contribute to more efficient fiscal management without imposing any additional financial burden on the City.

It is important to emphasize that the primary objective of this initiative is not revenue-driven; instead, the overarching goal is to enhance the customer experience by minimizing wait times. The proposed changes in billing and payment schedules are strategically designed to distribute payment activities throughout the month, alleviating congestion and improving overall customer satisfaction. This customer-centric approach prioritizes efficiency and convenience, creating a more positive experience for residents interacting with the City's utility billing services.

ALTERNATIVES:

Council may reject the plan recommended by Staff. Should Council reject the plan, the current utility bill payment customer service issues will continue. Council may adopt different bill issuance and payment dates than those proposed by Staff. The effect of adopting dates different from those proposed by Staff will depend on the specific dates selected.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 8-7.08 (D) OF THE MADERA MUNICIPAL CODE TO CHANGE UTILITY BILL PAYMENT DATES

WHEREAS, the City of Madera has the authority to charge for utility services provided to the citizens of Madera as further described in Chapter 7 of Title VIII of the Madera Municipal Code; and

WHEREAS, Section 8-7.08 (D) of the Madera Municipal Code specifies that any unpaid utility charges are delinquent at the close of business on the 25th of the current month; and

WHEREAS, by declaring the 25th of the current month as the date by which unpaid utility charges are delinquent, the City has a de-facto due date on utility bills of the 25th of the current month; and

WHEREAS, with the growth of City utility customers, having a single due date for utility bill payments has created significant customer service challenges for payments processed in person at City Hall; and

WHEREAS, the City Council received a presentation on January 17, 2024 outlining a plan to address and improve the customer service issue by dividing the city into four "billing quadrants" and implementing different payment dates for each of those quadrants; and

WHEREAS, Section 8-7.08 (D) must be amended to allow for multiple utility payment dates;

WHEREAS, the City Council now desires to update Section 8-7.08 (D) as set forth in this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA does ordain as follows**:**

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Code Amendment. Subsection (D) of Section 8-7.08 of Chapter 7 of Title VIII of the Madera Municipal Code is hereby amended to read in its entirety as follows (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

§ 8-7.08 CHARGES FOR MUNICIPAL UTILITIES

(D) *Payment*. All charges for utility services shall be due and payable on the billing date. All unpaid utility charges shall become delinquent at the close of business ~~on the 25th of the current month~~ ***on either the 7th, the 14th, the 21st, or the 28th of the current month, depending on billing dates established by the Director of Finance as allowed in Section 8-7.08 (B) and at the discretion of the same. The specific due and payable date selected by the Director of Finance for each account will be identified on each unified bill***. ***The Director of Finance may also update the specific due and payable date identified herein for any account upon 60 days prior notice to the utility customer in the unified bill.*** If the delinquent date falls on a Saturday, Sunday or legal holiday, charges shall become delinquent at the close of business on the next business day after said Saturday, Sunday or legal holiday. Postmarks will not be accepted as the date the payment was received.

3. Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Madera hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact any one or more sections, subsections, clauses, or phrases be declared invalid.

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

5. Posting. Within fifteen (15) days after its adoption, the City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted once in a newspaper of general circulation in accordance with Government Code Section 36933 as required by law.

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REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez

Ismael Hernandez, Public Works Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: D-3

SUBJECT:

Contract Award for Engineering Services at the Wastewater Treatment Facility

RECOMMENDATION:

Adopt a Resolution Awarding a Contract for Engineering Services at the Wastewater Treatment Facility in Response to Request for Proposal (RFP) No. 202324-19 to Stantec Consulting Services, Inc., for $582,000.00.

SUMMARY:

In November 2023 the City published a Request for Proposal (RFP) No. 202324-19 for Design and Engineering Services for Wastewater Treatment Facility (WWTF) Improvements. The City received two responsive proposals by the submission deadline. The proposals were evaluated by a team of qualified City staff. Stantec Consulting Services, Inc., received the highest score based on the RFP's criteria.

DISCUSSION:

The City owns and operates a Wastewater Treatment Facility (WWTF) that is staffed by 14 full-time City employees and regulated by the Central Valley Regional Water Quality Control Board under Waste Discharge Requirements Order No. R5-2022-0074. It is the only WWTF operated by the City and collects all City waste and some waste from portions of Madera County.

Much of the treatment plant infrastructure was built in the 1970s, with the oldest portions of the City's sewer system having been constructed in the first half of the century. Although some equipment was replaced during the 2006 expansion project and upgraded in 2008 and 2019, there are still many assets that were installed nearly 50 years ago and have reached the end of their life expectancy.

Background

In 2020, the City updated the Sewer System Management Plan (SSMP) that described the scope of near-term and long-term improvements needed at the WWTF. The City's first SSMP was completed in April 2009 and certified by the City Council in May 2009. The 2009 SSMP was updated in October 2014. The 2020 plan reflects the most current information on the City's sewer system management, operation, maintenance programs, and desired improvements.

Near-term improvements

The City is implementing a phased approach to the near-term and long-term improvements. The near-term improvements should increase the capacity of some unit processes to be able to handle the peak hourly flows associated with the ultimate design capacity of the WWTF to 10.1 million gallons per day (MGD). The long-term improvements will expand the capacity of the WWTF beyond 10.1 MGD.

This contract award to Stantec Consulting Services, Inc., if approved, will help the City to accomplish the near-term improvements. The objectives of these improvements are to:

- Rehabilitate aged infrastructure and equipment and
- Construct new unit processes to increase treatment capacity

A site visit was recently conducted by consulting engineers to determine the current condition of the various unit processes at the WWTF. In general, the WWTF is well maintained, however, certain deficiencies were identified. To address said deficiencies, the following near-term capital improvements are needed:

1. Addition of a New Mechanical Bar Screen Facility
2. Addition of a Waste Activate Sludge (WAS) Thickener
3. Wet Well Improvements
4. Restoration of Primary Clarifier Influent Channel Aeration
5. Replace Secondary Clarifier Scum Pump(s)
6. Replacement of the Septage Receiving Station

RFP Process

In November 2023 the City published RFP No. 202324-19 for Design and Engineering Services for WWTF Improvements. The RFP was uploaded to PlanetBids, the City's online bidding platform, on November 15, 2023, and advertised in the Madera Tribune on November 18 and November 25, 2023.

As part of the bidding process, the City undertook a thorough outreach effort to engage engineering firms for the project. The following is a synopsis of the key aspects of the bidding process:

- *Notification to Registered Firms:* 74 engineering firms registered with the City were formally notified through the PlanetBids platform, ensuring that the City's existing pool of registered firms received timely information about the Request for Proposal (RFP).

- *Outreach to Unregistered Firms:* An extended outreach effort targeted 250 engineering firms that were not registered with the City on PlanetBids. This broader outreach aimed to cast a wide net and involve a diverse range of potential bidders.

- *RFP Downloads:* The RFP was made available on PlanetBids, leading to 34 firms downloading the document and expressing their intent to submit a proposal.

- *Staff Outreach:* Staff proactively contacted 29 engineering firms from its internal list. This direct outreach helped ensure that a diverse and qualified pool of firms was engaged in the bidding process.

This multi-faceted approach was designed to maximize participation, foster healthy competition, and attract the most qualified engineering firms for the project.

The City received two responsive proposals by the submission deadline. These proposals underwent a thorough evaluation process conducted by a team of qualified City staff. The evaluation was based on the criteria outlined in the RFP.

As highlighted in Table 1, Stantec Consulting Services, Inc. emerged with the highest score, demonstrating its exemplary alignment with the RFP's criteria. The evaluation process considered various factors, including expertise, past performance, availability, proposed approach, and overall suitability for the project.

Table 1: *Bids Received Ranked by Weighted Total Scores*

Rank	Firm	Score
1	Stantec Consulting Services, Inc.	74.70%
2	AECOM Technical Services, Inc.	70.50%

Established in 1945, Stantec Consulting Services, Inc., maintains a team of professional engineers, planners, surveyors, hydrogeologists, construction inspectors, environmental scientists, and technicians with a staff of approximately 200 wastewater specialists serving Central Valley communities. For more than 15 years, Stantec has developed an exceptional working relationship with the City and its staff who are involved with wastewater planning, design, and construction. Stantec has worked with the City for the 2015 Condition Assessment, the 2019 Rehabilitation Project, the 2020 report of waste discharge, the 2021 groundwater monitoring well project, and is currently assisting the City with meeting Waste Discharge Requirements.

Upon receiving the engineering design from Stantec, it is anticipated that the City will promptly issue an RFP to solicit bids for the construction of the proposed improvements outlined in the

design. That RFP will then serve as a basis for a formal invitation to qualified contractors, inviting them to submit detailed proposals outlining their approach, cost estimates, and timelines for the construction phase.

FINANCIAL IMPACT:

The allocation of funds for engineering services and subsequent capital improvements is sourced from The American Rescue Plan Act of 2021 (ARPA). This federal stimulus plan is specifically designed to provide financial support for water and sewer infrastructure investments, ensuring the improvement and resilience of crucial municipal facilities.

It is important to underscore that this funding allocation from ARPA is earmarked for water and sewer infrastructure, thereby safeguarding the City's budget for the Wastewater Treatment Plant. The utilization of these funds for the proposed engineering services and capital improvements should not negatively impact or strain the existing budgetary provisions allocated for the Wastewater Treatment Plant.

ALTERNATIVES:

The City Council may choose not to adopt this resolution, but because the ARPA funds must be encumbered by December 31, 2024, and the capital improvement project fully completed by December 31, 2026, delaying the award of this contact would jeopardize the federal funding opportunity for this desired capital improvement project.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING A CONTRACT FOR ENGINEERING SERVICES AT THE WASTEWATER TREATMENT FACILITY IN RESPONSE TO REQUEST FOR PROPOSAL (RFP) NO. 202324-19 TO STANTEC CONSULTING SERVICES, INC.

WHEREAS, In November 2023, the City published a Request for Proposal (RFP) No. 202324-19 for Design and Engineering Services for Wastewater Treatment Facility (WWTF) Improvements; and

WHEREAS, the City desires to improve the daily capacity of the WWTF to meet the demands of future growth while conforming to State guidelines; and

WHEREAS, two bids were received and Stantec Consulting Services, Inc., is the City's selection to perform the services; and

WHEREAS, the federal stimulus funds provided via The American Rescue Plan Act of 2021 (ARPA) are available for water and sewer infrastructure investments; and

WHEREAS, the City desires to use ARPA funds to finance the capital improvement project.

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

1. The above recitals are true and correct.
2. The City Council approves awarding a contract for engineering services to Stantec Consulting Services, Inc.
3. The Mayor of the City of Madera is authorized to execute the contract and all documents necessary to effectuate the contract in behalf of the City.
4. The resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
CITY OF MADERA
AND
STANTEC CONSULTING SERVICES, INC.

This Agreement for Design and Engineering Services for the City of Madera Wastewater Treatment Facility (WWTF) Improvements, Request for Proposal (RFP) No. 202324-19 ("Agreement") is made and entered into this ___ day of _____, between the City of Madera, a municipal corporation of the State of California, hereinafter called **"CITY,"** and Stantec Consulting Services, Inc., hereinafter called **"CONSULTANT."**

RECITALS

WHEREAS, CITY plans to make improvements to the WWTF, ('Project'); and

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

WHEREAS, CONSULTANT is qualified and certified to provide the required professional design and engineering services and is knowledgeable of the principles and practices of the industry associated with design and engineering; and

WHEREAS, CITY desires to enter this Agreement with CONSULTANT for such professional design and engineering services.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, CITY and CONSULTANT agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT:

CONSULTANT will provide professional design and 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 architectural and engineering management services as set forth in **Exhibit A, "Scope of Services,"** 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 which is attached and incorporated by reference as **EXHIBIT A**.

4. **CITY'S OBLIGATIONS:**

The CITY shall:

a. Provide a Project Manager to work with CONSULTANT;

b. Review all submittals timely;

c. Pay all fees for permits.

5. COMPENSATION:

The total compensation for the work tasks itemized in **EXHIBIT B, "Fee and Hourly Rate Schedule,"** attached hereto and incorporated herein by reference is $582,00.00.

CITY and CONSULTANT agree on the rates shown in **EXHIBIT B** 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 total 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-consultant's 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 Scope of Work or for such services as may be specifically requested by CITY through the Project Manager 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 Project Manager authority is limited to expenditures not to exceed the amount of $58,200.00.

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:

Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C, "Insurance Requirements,"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

The provision will survive expiration or termination of this Agreement.

10. OWNERSHIP OF DOCUMENTS:

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. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT D, "Work Schedule,"** which is attached and incorporated herein by reference.

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 on or before September 30, 2024 ('Expiration Date'). The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed one __1__ additional one-year extension. Any extension requiring increased compensation will require approval by the City Council.

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 CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify CITY for its 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 City, 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, 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 City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

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. CONFLICT OF INTEREST:

Prior to City's execution of this Agreement, Consultant shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as Exhibit E and incorporated herein by reference. During the term of this Agreement, Consultant shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Consultant on **Exhibit E, "Disclosure of Conflict of Interest,"** attached hereto and incorporated herein by reference.

Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

Consultant shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.).

Consultant represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

This Section 16 shall survive expiration or termination of this Agreement.

PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. 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.

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, California. 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**
City of Madera Attn: Arnoldo Rodriguez 205 W. 4th Street Madera, CA 93637	
Phone: 559-661-5400	Phone:
Email: arodriguez@madera.gov	Email:

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.

///

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

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

CITY OF MADERA
a municipal corporation

By: _____
Santos Garcia, Mayor

Date: _____

STANTEC CONSULTING SERVICES, INC.

By: _____

_____
Taxpayer I.D. Number

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Shannon L. Chaffin, City Attorney

Date: _____

Exhibits:

- Exhibit A - Scope of Services
- Exhibit B - Fee and Hourly Rate Schedule
- Exhibit C - Insurance Requirements for Consultants
- Exhibit D – Work Schedule
- Exhibit E - Disclosure of Conflict of Interest

B. GENERAL REQUIREMENTS

1. Understanding and Approach

The City owns and operates the Madera Wastewater Treatment Plant (WWTP) and is regulated by Waste Discharge Requirements (WDR) Order No. R5-2022-0074. The plant treats an existing flow rate of 5.15 Mgal/d and has a design capacity of 10.1 Mgal/d, to accommodate future growth. However, the updated WDR limits the permitted flow rate to 7.0 Mgal/d. The sanitary sewer collection system delivers wastewater to the plant, where it is comingled with septage receiving station effluent, processed by two mechanical screens, and pumped to grit chambers and primary clarifiers. Primary effluent is pumped to oxidation ditches and secondary clarifiers, before being discharged into percolation disposal ponds. Scum and waste sludge is sent to anaerobic digesters and centrifuges, which produce biosolids that are hauled off site for further treatment and disposal.

Much of the treatment plant infrastructure was built in the 1970s. Although some equipment was replaced during the 2006 expansion project and the 2019 Rehabilitation Project, there are still many assets that were installed nearly 50 years ago and have reached their life expectancy.

Recent improvements to the plant include the:

- 2008 WWTF Upgrade and Expansion Project (secondary treatment upgrades, including biological nutrient removal with oxidation ditches and clarifiers),
- 2019 Phase I Rehabilitation Project (equipment replacement in the primary clarifiers, digesters, oxidation ditches, and construction of new plant water supply wells, and primary effluent pump station- **DESIGNED BY STANTEC**),
- 2021 Groundwater Monitoring Well Project (including removal of inoperable wells and installation of new/deeper wells - **DESIGNED BY STANTEC**),
- Several WWTF Master Plans **PREPARED BY STANTEC** (including the critical operations report, WWTF staffing plan, WWTF capacity assessment, 2015 condition assessment & 2019 equipment assessment, 2020 report of waste discharge, and current [2023/2024] quarterly/annual groundwater monitoring reports and antidegradation analysis- Stantec is currently under contract for permitting assistance and ongoing groundwater analysis.)

We understand the main purpose of this project is to replace and repair aging infrastructure and to develop a project that will provide the most cost-effective solution for long term operation of the WWTF.

Stantec's management approach to the Madera WWTF Improvements Project will be based on our proven track record of delivering wastewater treatment design projects for small to medium sized local communities. Our project manager, Beth Cohen's approach relies on a detailed scope of services where every member of the design team is assigned a specific role and responsibility and the team is focused on the success of the project as a whole. The proposed team for this project has worked together for 20 years. We encourage the City staff to visit any of the WWTF designed by Stantec, especially the ones designed by the team selected for this project.

Success of the project is defined not only by delivering the design documents on budget and on schedule, but more importantly by an operator friendly WWTF that reduces the risk of failure, minimizes the costs borne by rate payers, and provides robust performance, with final costs at or below the City's budget.

2. Scope of Services

The detailed scope of services presented below outlines the step- by-step approach Stantec will use to deliver the project.

TASK 1: PROJECT MANAGEMENT AND SCHEMATIC DESIGN

Task 1.01 Project Management: Stantec will provide project management and administrative services including staff assignments, monitoring and control of progress of each major item of work, monitoring and control of time and expenses on each major task, and coordination regarding contractual, billing, and project funding and permitting issues. The project manager will be responsible for coordinating QA/QC. Stantec will complete quality control reviews and constructability reviews of the drawings, specifications, and other bidding documents between the schematic design and 60 percent submittals and between 60 and 90 percent submittals. Documents will be reviewed for correctness, completeness, and coordination with other documents and between disciplines. The QA/QC process will involve senior engineers.

Deliverables: Workplan, schedule, monthly invoices, meeting agenda and minutes, QA/QC plan.

Task 1.02 Meetings and Information Gathering: During design, Stantec will participate in kick-off and progress meetings with the City. This subtask includes meeting preparation, virtual attendance, and preparation of meeting minutes for up to five virtual meetings. During the kickoff meeting, Stantec will confirm project goals and strategies, request data and documentation desired for project implementation. Stantec will review record drawings for utility and topographic data.

Deliverables: Meeting agenda and minutes, archive files collected and prepared during project.

Task 1.03 Basis of Design Report: Stantec will prepare a Basis of Design Report (BDR) that describes the investigation and evaluation of the improvements project and will provide the basis of design and criteria for the Recommended Project. The following sections will be included in the PDR:

- Influent Lift Station Improvements
- Headworks Screening Upgrades
- Septage Receiving Station Replacement
- Primary Clarifier Influent Mixing
- Secondary Clarifier Scum Pump
- Digester Cover Coating
- Preliminary Cost Estimate and Schedule
- Draft specification list

In addition to the items noted in the RFP, we will investigate the need to recoat the digester tank covers, to prevent further rusting and hazardous gas leaking (see City Council meeting minutes from 11/20/2019 and Phase 1 Rehab Project documents).

This task includes preliminary design drawings (~30 percent complete). At a minimum, these will include equipment layouts and process and instrumentation diagrams.

Deliverables: Draft and Final Basis of Design Report, and preliminary (30% complete) design drawings.

TASK 2: DESIGN DEVELOPMENT

Task 2.01 60% Design: Comments from the previous submittal (from Task 1.03) will be incorporated and the design will be advanced to the approximate 60 percent completion point. The 60 percent submittal will have more developed structural, mechanical, civil, electrical, and controls/ instrumentation details. The submittal will include electrical one-line diagrams, a construction sequencing and process bypass plan, and a full set of draft specifications. It is anticipated that the City will provide comments at a progress meeting, occurring within two weeks after receiving the submittal. The comments will be returned to the City once they have been incorporated into the design documents with a brief explanation indicating how comments are addressed.

Deliverables: Electronic files (PDF) of the design plans and technical specifications for 60% milestone submittal.

TASK 3: CONSTRUCTION DOCUMENT

Task 3.01 90% and Final Design: Stantec will provide City staff with a design submittal package of the drawings and specifications at 90 percent complete including an estimate of the probable construction costs. After receiving City review comments on the 90 percent submittal package, Stantec will incorporate these comments and prepare a 100 percent complete submittal package for City approval.

Deliverables: Electronic files (PDF) of the design plans and technical specifications for 90% and 100% milestone submittals (final design will be stamped and signed by Professional Engineers licensed in the state of California).

TASK 4: BIDDING SERVICES

Task 4.01 Pre-Bid Conference: Stantec will conduct a pre-bid conference with the general contractors, subcontractors, and other interested parties to explain the requirements for bidding the WWTF Improvements Project and the construction constraints and schedule milestones. Stantec will participate in mandatory site visit and walk-through at the WWTF for all pre-bid conference attendees.

Task 4.02 Respond to RFIs and Prepare Addenda: We will receive and respond to questions from the general contractors, subcontractors and suppliers during the bid period. We will keep a written log of questions and distribute responses to all plan holders and the City during the bid period. Stantec will prepare and distribute up to two addenda to address RFIs that require clarification of the Bid Documents.

Task 4.03 Bid Evaluation: Stantec will assist the City in reviewing the bids, qualification statements, and associated forms. We will prepare a letter summarizing the bid review and providing a General Contractor selection recommendation.

Deliverables: Electronic files (PDF) of the RFI responses, addenda, and bid evaluation.

TASK 5: CONSTRUCTION SERVICES

Task 5.01 Conformed Drawings: Stantec will prepare and distribute conformed drawings and specifications to incorporate changes made to the documents through addenda issued during bidding. The conformed documents are intended to provide clear consolidation of the project requirements for use by the construction management (CM) team and the general contractor

Deliverables: Provide a PDF file of the conformed set for City or Contractor reproduction.

Task 5.02 Attend Pre-Construction Meeting and Site Visits: The Stantec Design Engineer will attend the pre-construction meeting and the Contractor selected for the project.
During construction, Stantec design engineering staff will attend on-site meetings held periodically with the City staff, Construction Manager, and the Contractor to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent. We have assumed attendance at five onsite meetings, for site observations, and the remaining progress meetings (ten meetings) will be attended virtually. During the final stages of construction, the Design Engineers will help the City in preparation of punch list items.

Task 5.03 Review Contractor Submittals: Upon receipt from the CM Team, Stantec design staff will review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed to the Construction Manager for processing and distribution. Submittals will be reviewed and returned to the Construction Manager within 30 calendar days, unless an earlier reply is requested on selected submittals.
Deliverables: Review and provide written electronic responses (PDF) for up to 20 submittals and 5 resubmittals.

Task 5.04 Respond to Contractor RFIs and Clarifications Stantec design staff will respond in writing and in a timely manner to requests for information (RFI's) from the Contractor. RFI's will be reviewed and returned to the Construction Manager. Stantec shall respond to RFI's in writing within 14 calendar days, unless and earlier reply is requested on selected RFI's.
Deliverables: Respond in writing electronically to an up to 20 RFIs.

Task 5.05 Assist in Review of Change Orders: Stantec will assist with the technical review, drawings and specifications for change orders prepared by the Construction Manager. It is assumed the Construction Manager will be responsible for preparing the change order document and negotiating the change order cost with the Contractor.
Deliverables: Respond in writing electronically to an estimated three (3) change orders.

Task 5.06 Prepare Record Drawings Stantec will prepare as-built record drawings based on the markups from the Contractor and Construction Manager. It is expected that the City's Construction Manager will verify that the as-built markups prepared by the Contractor are accurate and correct.
Deliverables: PDF and AutoCAD files of as-built record drawings will be delivered to the City.

3. Proposed Work Schedule

The proposed project schedule includes time dedicated to meetings, internal and City QA/QC, progress submittals, bidding and construction support. The following schedule presents the WWTF Improvements Project milestones, based on an assumed Notice to Proceed in January 2024:

- Notice to Proceed: January 2, 2024
- Kickoff Meeting: January 8, 2024
- Information Gathering: January to February 8, 2024
- Draft Basis of Design Report: March 28, 2024
- Final Basis of Design Report: April 28, 2024
- 30% Drawing Set: April 28, 2024
- 60% Progress Submittal: June 28, 2024
- 90% Progress Submittal: August 28, 2024
- 100% Progress Submittal: September 28, 2024
- Bidding Services: September to November 2024
- Construction Services: 18-months (12/24 to 7/26)
- Punch List: July 2026
- Record Drawings: September 2026

4. Responsible Engineer

Beth Cohen will be responsible for the project and is duly licensed in the State of California (license number C-70184, as evident by the following information provided by the BPELSG website).

COHEN, BETH
LICENSE NUMBER: 70184 LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR EXPIRATION DATE: SEPTEMBER 30, 2024
SECONDARY STATUS: N/A
CITY: LOOMIS STATE: CALIFORNIA COUNTY: PLACER ZIP: 95650

5. Key Personnel Resumes

Key personnel resumes are included in Part D of this proposal.

Stantec

PROPOSAL FOR MADERA WWTF IMPROVEMENTS DESIGN ENGINEERING

PROJECT 202324-19 | DECEMBER 12, 2023

Stantec Consulting Services Inc.
2250 Douglas Blvd, Roseville, CA 95661

December 12, 2023

Attention: Jennifer Stickman
Procurement Services Manager
City of Madera Finance Department
205 W. 4th Street
Madera, CA 93637

Reference: Madera WWTF Improvements Design Engineering Proposal

Dear Ms. Stickman,

Our fee estimate includes an estimate of labor hours to conduct and complete each task in the scope of services of our Proposal in conformance with the RFP. The fee estimate is broken out for each team member and subconsultant in a matrix format (work breakdown structure) showing hours and charge rates per team member. Also included is our Standard Billing Rates for 2024 showing hourly rates by skill classification.

Should you have any questions, please call me at (916) 826-3665. I am authorized to negotiate and approve any requested changes to or scope and fee estimate.

Regards,

Stantec Consulting Services Inc.

Beth Cohen PE
Principal Engineer
Phone: 916-541-2384
beth.cohen@stantec.com

Steven Beck PE
Sr. Principal Engineer
Phone: 916-826-3665
steven.beck@stantec.com

FEE ESTIMATE - Madera WWTF Improvements Project

Name	Principal-in-Charge	Project Manager & Process Engineer	QA/QC	Lead E&I Engineer	E&I Designer	E&I Sr. Designer	Structural Engineer	Process Engineer EIT	Civil Engineer	Senior Designer	ODCs
	Beck, Steven	Cohen, Beth	Aronow, Gabe	Hoang, Long	Hoang, Jonathan	Morales, Heather	Stoll, Steve	Padilla, Mitchell	Vakulchik, Alex	Bartos, Andy	
Billing Level	Level 18	Level 17	Level 18	Level 16	Level 08	Level 11	Level 18	Level 10	Level 11	Level 12	
Project Billing Rate (T&M)	$290.00	$289.00	$290.00	$280.00	$179.00	$210.00	$290.00	$196.00	$210.00	$222.00	$1.00
Total Units (T&M)	66.00	462.00	24.00	242.00	120.00	284.00	222.00	388.00	30.00	410.00	3,320.72
Fee (T&M)	$19,140.00	$133,518.00	$6,960.00	$67,760.00	$21,480.00	$59,640.00	$64,380.00	$76,048.00	$6,300.00	$91,020.00	$3,320.72
Escalation (T&M)	$1,248.57	$8,717.86	$568.42	$4,143.56	$859.20	$3,342.42	$4,011.35	$4,631.18	$252.00	$4,658.72	$0.00
Total Fee (T&M)	$20,388.57	$142,235.86	$7,528.42	$71,903.56	$22,339.20	$62,982.42	$68,391.35	$80,679.18	$6,552.00	$95,678.72	$3,320.72

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0	$0.00	$0.00	$0.00	**$0.00**
Time & Material	2,248	$578,679.28	$3,320.72	$0.00	**$582,000.00**
Total	2,248	$578,679.28	$3,320.72	$0.00	**$582,000.00**

Task Code	Task Name	Start Date	End Date	Units										Task Type	Hours	Labour	Expense	Subs	Total
1	**Project Management and Schematic Design**	**2024-01-02**	**2026-12-20**											**Time & Material**	**342**	**$90,859.46**	**$220.72**	**$0.00**	**$91,080.18**
1.01	Project Management	2024-01-02	2026-12-20	8.00	40.00	24.00								Time & Material	72	$22,542.00	$0.00	$0.00	$22,542.00
1.02	Meetings and Information Gathering	2024-01-02	2026-12-20	12.00	18.00								120.72	Time & Material	30	$9,391.06	$120.72	$0.00	$9,511.78
1.03	Basis of Design Report and 30% drawings	2024-01-02	2024-04-28		60.00		20.00		20.00		60.00		80.00	100.00	Time & Material	240	$58,926.40	$100.00	$0.00	$59,026.40
2	**Design Development**	**2024-04-28**	**2024-06-28**											**Time & Material**	**378**	**$91,873.60**	**$200.00**	**$0.00**	**$92,073.60**
2.01	60% Design	2024-04-28	2024-06-28	8.00	40.00		40.00	40.00	80.00	40.00	40.00	10.00	80.00	200.00	Time & Material	378	$91,873.60	$200.00	$0.00	$92,073.60
3	**Construction Documents**	**2024-06-28**	**2024-09-28**											**Time & Material**	**708**	**$172,598.40**	**$200.00**	**$0.00**	**$172,798.40**
3.01	90% and Final Design	2024-06-28	2024-09-28	8.00	80.00		80.00	80.00	120.00	80.00	80.00	20.00	160.00	200.00	Time & Material	708	$172,598.40	$200.00	$0.00	$172,798.40
4	**Bidding Services**	**2024-10-01**	**2024-12-01**											**Time & Material**	**152**	**$39,112.32**	**$500.00**	**$0.00**	**$39,612.32**
4.01	Pre-Bid Conference	2024-10-01	2024-10-10	8.00	8.00									500.00	Time & Material	16	$4,817.28	$500.00	$0.00	$5,317.28
4.02	Repond to RFIs and Prepare Addenda	2024-10-01	2024-11-15	2.00	40.00		10.00			10.00	40.00		10.00		Time & Material	112	$29,016.00	$0.00	$0.00	$29,016.00
4.03	Bid Evaluation	2024-11-15	2024-12-01		4.00						20.00				Time & Material	24	$5,279.04	$0.00	$0.00	$5,279.04
5	**Construction Services**	**2024-12-01**	**2026-09-29**											**Time & Material**	**668**	**$184,235.50**	**$2,200.00**	**$0.00**	**$186,435.50**
5.01	Conformed Drawings	2024-12-01	2025-01-01		4.00		2.00		4.00	4.00			20.00	500.00	Time & Material	34	$8,496.99	$500.00	$0.00	$8,996.99
5.02	Pre-Bid Conference and Site Meetings	2025-01-01	2025-01-06	20.00	40.00		8.00			8.00	40.00			1,000.00	Time & Material	116	$32,188.42	$1,000.00	$0.00	$33,188.42
5.03	Review Submittals	2025-01-06	2026-07-31		60.00		40.00			40.00	60.00				Time & Material	200	$56,968.17	$0.00	$0.00	$56,968.17
5.04	Review RFIs	2025-01-06	2026-07-31		20.00		20.00			20.00	20.00				Time & Material	80	$23,160.47	$0.00	$0.00	$23,160.47
5.05	Assist in Change Orders	2025-01-06	2026-07-31		40.00		20.00		20.00	20.00	20.00		20.00	200.00	Time & Material	140	$38,988.62	$200.00	$0.00	$39,188.62
5.06	Prepare Record Drawings	2026-07-31	2026-09-29		8.00		2.00		40.00		8.00		40.00	500.00	Time & Material	98	$24,432.83	$500.00	$0.00	$24,932.83

SCHEDULE OF BILLING RATES – 2024 (USD)

Billing Level	Hourly Rate	Description
3 4 5	$128 $135 $152	**Junior Level position** ❑ Independently carries out assignments of limited scope using standard procedures, methods and techniques ❑ Assists senior staff in carrying out more advanced procedures ❑ Completed work is reviewed for feasibility and soundness of judgment ❑ Graduate from an appropriate post-secondary program or equivalent ❑ Generally, one to three years' experience
6 7 8	$158 $172 $179	**Fully Qualified Professional Position** ❑ Carries out assignments requiring general familiarity within a broad field of the respective profession ❑ Makes decisions by using a combination of standard methods and techniques ❑ Actively participates in planning to ensure the achievement of objectives ❑ Works independently to interpret information and resolve difficulties ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, three to six years' experience
9 10 11	$187 $196 $210	**First Level Supervisor or first complete Level of Specialization** ❑ Provides applied professional knowledge and initiative in planning and coordinating work programs ❑ Adapts established guidelines as necessary to address unusual issues ❑ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, five to nine years' experience
12 13 14	$222 $231 $250	**Highly Specialized Technical Professional or Supervisor of groups of professionals** ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Participates in short and long range planning to ensure the achievement of objectives ❑ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ❑ Reviews and evaluates technical work ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	$263 $280 $289	**Senior Level Consultant or Management** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Independently conceives programs and problems for investigation ❑ Participates in discussions to ensure the achievement of program and/or project objectives ❑ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, more than twelve years' experience with extensive experience
18 19 20 21	$290 $300 $311 $330	**Senior Level Management under review by Vice President or higher** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Responsible for long range planning within a specific area of practice or region ❑ Makes decisions which are far reaching and limited only by objectives and policies of the organization ❑ Plans/approves projects requiring significant human resources or capital investment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, fifteen years' experience with extensive professional and management experience

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Maintenance of Coverage

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

subcontractors or subconsultants as specified in this Agreement.

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

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

Waiver of Subrogation
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 Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

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

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.

Task 5.02 Attend Pre-Construction Meeting and Site Visits: The Stantec Design Engineer will attend the pre-construction meeting and the Contractor selected for the project.
During construction, Stantec design engineering staff will attend on-site meetings held periodically with the City staff, Construction Manager, and the Contractor to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent. We have assumed attendance at five onsite meetings, for site observations, and the remaining progress meetings (ten meetings) will be attended virtually. During the final stages of construction, the Design Engineers will help the City in preparation of punch list items.

Task 5.03 Review Contractor Submittals: Upon receipt from the CM Team, Stantec design staff will review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed to the Construction Manager for processing and distribution. Submittals will be reviewed and returned to the Construction Manager within 30 calendar days, unless an earlier reply is requested on selected submittals.
Deliverables: Review and provide written electronic responses (PDF) for up to 20 submittals and 5 resubmittals.

Task 5.04 Respond to Contractor RFIs and Clarifications Stantec design staff will respond in writing and in a timely manner to requests for information (RFI's) from the Contractor. RFI's will be reviewed and returned to the Construction Manager. Stantec shall respond to RFI's in writing within 14 calendar days, unless and earlier reply is requested on selected RFI's.
Deliverables: Respond in writing electronically to an up to 20 RFIs.

Task 5.05 Assist in Review of Change Orders: Stantec will assist with the technical review, drawings and specifications for change orders prepared by the Construction Manager. It is assumed the Construction Manager will be responsible for preparing the change order document and negotiating the change order cost with the Contractor.
Deliverables: Respond in writing electronically to an estimated three (3) change orders.

Task 5.06 Prepare Record Drawings Stantec will prepare as-built record drawings based on the markups from the Contractor and Construction Manager. It is expected that the City's Construction Manager will verify that the as-built markups prepared by the Contractor are accurate and correct.
Deliverables: PDF and AutoCAD files of as-built record drawings will be delivered to the City.

3. Proposed Work Schedule

The proposed project schedule includes time dedicated to meetings, internal and City QA/QC, progress submittals, bidding and construction support. The following schedule presents the WWTF Improvements Project milestones, based on an assumed Notice to Proceed in January 2024:

- Notice to Proceed: January 2, 2024
- Kickoff Meeting: January 8, 2024
- Information Gathering: January to February 8, 2024
- Draft Basis of Design Report: March 28, 2024
- Final Basis of Design Report: April 28, 2024
- 30% Drawing Set: April 28, 2024
- 60% Progress Submittal: June 28, 2024
- 90% Progress Submittal: August 28, 2024
- 100% Progress Submittal: September 28, 2024
- Bidding Services: September to November 2024
- Construction Services: 18-months (12/24 to 7/26)
- Punch List: July 2026
- Record Drawings: September 2026

4. Responsible Engineer

Beth Cohen will be responsible for the project and is duly licensed in the State of California (license number C-70184, as evident by the following information provided by the BPELSG website).

COHEN, BETH
LICENSE NUMBER: 70184 LICENSE TYPE: CIVIL ENGINEER
LICENSE STATUS: CLEAR EXPIRATION DATE: SEPTEMBER 30, 2024
SECONDARY STATUS: N/A
CITY: LOOMIS STATE: CALIFORNIA COUNTY: PLACER ZIP: 95650

5. Key Personnel Resumes

Key personnel resumes are included in Part D of this proposal.

EXHIBIT E
DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____ Signature

_____ _____
(name)

_____ _____
(address)

_____ _____
(city state zip)

_____

_____

_____

☐ Additional page(s) attached.

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: D-4

SUBJECT:

Indemnification and Cost Recovery Agreements for Commercial Cannabis Business (CCB) Permits

RECOMMENDATION:

1. Adopt a Resolution approving the Indemnification and Cost Recovery Agreements between the City of Madera and Commercial Cannabis Business (CCB) Permit Recipients in accordance with Section 6-5.34 of the City Municipal Code (CMC).

SUMMARY:

On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

On December 13, 2023, at a special meeting of the City Council of the City of Madera (Council), the Council adopted Resolution No. 23-206 awarding six CCB Permits to Standard Retail or Microbusiness Applicants. Previously, on August 16, 2023, at a regular meeting of the Council, the Council adopted Resolution No. 23-146 awarding two CCB Permits to Social Equity Applicants.

Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs.

The attached Indemnification and Cost Recovery Agreements have been prepared in a form approved by the City Attorney and have been signed by all CCB Permit Recipients/Awardees. This

item request Council approval of said Agreements for purposes of compliance with the requirements of the City Municipal Code.

FISCAL IMPACT:

The execution of the Agreements provides to the fullest extent permitted by law, protections for the City from any liability with respect to having issued a cannabis business permit. The Agreements include provisions requiring CCB Permittees 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.

There is no significant fiscal impact associated with the recommended action.

ATTACHMENTS:

1. Resolution of the Council Approving Indemnification and Cost Recovery Agreements for Commercial Cannabis Business Permits; including,

   Exhibit "A": List of CCB Permit Recipients/Awardees

   Exhibit "B": Indemnification and Cost Recovery Agreements between the City of Madera and CCB Permit Applicants

Attachment 1
Resolution of the Council Approving Indemnification and Cost Recovery Agreements for Commercial Cannabis Business Permits; including,

Exhibit “A”: List of CCB Permit Recipients/Awardees

Exhibit “B”: Indemnification and Cost Recovery Agreements between the City of Madera and CCB Permit Applicants

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING INDEMNIFICATION AND COST RECOVERY AGREEMENTS BETWEEN THE CITY OF MADERA AND STANDARD RETAIL OR MICROBUSINESS AND SOCIAL EQUITY COMMERCIAL CANNABIS BUSINESS PERMIT RECIPIENTS (APPLICANTS)

WHEREAS, on June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

WHEREAS, individual Applicants submitted applications to the City for one of six of a Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit; and

WHEREAS, individual Applicants submitted applications to the City for one of two of a Social Equity CCB Permit; and

WHEREAS, On December 13, 2023, the City passed Resolution No. 23-206 ("Standard Retail & Microbusiness Resolution"), which awarded a CCB Permit to the six Applicants for Standard Retail or Microbusiness CCB Permits identified in Exhibit A; and

WHEREAS, On August 16, 2023, the City passed Resolution No. 23-146 ("Resolution"), which awarded a CCB Permit to the two Applicant(s) for Social Equity CCB Permits identified in Exhibit A; and

WHEREAS, Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs ("Agreement"). Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Within 30 days of the adoption of this Resolution, each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification

Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the (unawarded) CCB Permit, and the CCB Permit may awarded to another in the City's sole discretion and without any further action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect; and

WHEREAS, the City has prepared the Indemnification and Cost Recovery Agreements attached as Exhibit B in a form approved by the City Attorney; and

WHEREAS, Applicants now desire to comply with Section 6-5.34 of the Ordinance and the precondition identified above in the Ordinance, Resolution and Agreements, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

WHEREAS, the City Council of the City of Madera desires to enter into Agreements between the City and Applicants to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. The City Council approves the Agreements identified in Exhibit "B" with the parties identified therein and in Exhibit "A," and authorizes the City Manager to execute said Agreements on behalf of the City. In doing so, the City Manager is authorized to make any needed non-material revisions or errata corrections to the Agreements subject to approval as to legal form by the City Attorney.

3. The City and Applicants shall be subject to the terms and conditions as specified in the Agreement, after approval. The Application and any and all accompanying documents are incorporated in full as part of the Agreement. Any and all activities funded, information provided, and timelines represented in the Agreement will be enforceable through the fully executed Agreement.

4. This Resolution shall become effective immediately upon adoption.

* * * * *

Attachments:

Exhibit A: List of CCB Permit Recipients/Awardees

Exhibit B: Indemnification and Cost Recovery Agreements between the City of Madera and CCB Permit Applicants

Exhibit A

(Standard Retail or Microbusiness CCB Permits, Applicant/Operator Awards)

	Applicant Entity:	Doing Business As (DBA):	Location (Address):
1.	GBH Retail, LLC	Cannable	313 E. Yosemite Avenue
2.	Responsible and Compliant Retail Madera, LLC	Embarc	530 E. Yosemite Avenue
3.	Shryne Madera, LLC	Stiiizy	1105 Country Club Drive
4.	Madera Has Culture, Inc.	Culture Cannabis Club	233 E. Yosemite Avenue
5.	Mainstream Madera, LLC	Mainstream	300 E. Yosemite Avenue
6.	Lavish West Coast Madera, LLC	Lavish	520 N. Gateway Drive

(Social Equity CCB Permits, Applicant/Operator Awards)

	Applicant Entity:	Doing Business As (DBA):	Location (Address):
1.	Nebrina Madera, LLC	Nebrina	123 N. D Street
2.	California Cannoisseur, LLC	California Cannoisseur	100 S. E Street

Exhibit “B”
Indemnification and Cost Recovery Agreements between the
City of Madera and CCB Permit Applicants

GBH Retail, LLC (Cannable)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on _____, 2024, between the City of Madera, a municipal corporation, ("the City") and, GBH Retail, LLC, a California limited liability company dba Cannable ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of six of a Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit.

C. On December 13, 2023, the City passed Resolution No. 23-206 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Within 30 days of the adoption of this Resolution, each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the (unawarded) CCB Permit, and the CCB Permit may awarded to another in

the City's sole discretion and without any further action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above in the Resolution, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability,

fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.

B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.
C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to

full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City:
CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant:
GBH Retail, LLC
Attention: Philip Fagundes, Manager
9225 S. Milton Ave.
Parlier, CA 93648

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____, 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT
GBH Retail, LLC

By: Philip Fagundes

Printed Name: Philip Fagundes

Title: Manager

Dated: January 9, 2024

*

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On January 9, 2024 before me, V. R. Miller, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

V. R. MILLER
Notary Public - California
Fresno County
Commission # 2382225
My Comm. Expires Nov 8, 2025

Signature V. R. Miller (Seal)

Responsible and Compliant Retail Madera, LLC (Embarc)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on January 11, 2024, between the City of Madera, a municipal corporation, ("the City") and, Responsible and Compliant Retail Madera LLC. (dba Embarc Madera), ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of six of a Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit.

C. On December 13, 2023, the City passed Resolution No. 23-206 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Within 30 days of the adoption of this Resolution, each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the

(unawarded) CCB Permit, and the CCB Permit may awarded to another in the City's sole discretion and without any further action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above in the Resolution, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees,

consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.

B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.
C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to

full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City:
CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant:
Responsible and Compliant Retail Madera LLC
Attention: Lauren Carpenter
1616 Webster Street
Alameda, CA 94501

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____, 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: _____

Printed Name: Lauren Carpenter

Title: Owner and Manager

Dated: January 11, 2024

*By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

NOTARY CERTIFICATE(S) ATTACHED

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On 01/11/2024 before me, Ryan Miyai Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

RYAN MIYAI
COMM. # 2373461
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES SEP. 2, 2025

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Indemnization & cost Recovery Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 11 Document Date 01/11/2024

CAPACITY CLAIMED BY THE SIGNER

- ☑ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Shryne Madera, LLC (Stiiizy)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on _____, 2024, between the City of Madera, a municipal corporation, ("the City") and, Shryne Madera, LLC. (dba Stiiizy Madera), ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of six of a Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit.

C. On December 13, 2023, the City passed Resolution No. 23-206 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Within 30 days of the adoption of this Resolution, each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the (unawarded) CCB Permit, and the CCB Permit may awarded to another in

the City's sole discretion and without any further action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above in the Resolution, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability,

fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.

B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.
C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to

full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City: CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant: Shryne Madera, LLC
Attention: Tak Sato
2001 South Alameda Street
Los Angeles, CA 90058

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____, 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: _____

Printed Name: Tak Sato

Title: Co-Owner / President

Dated: 1-8, 2024

*By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On January 8, 2024 before me, Maurice Evan Tafolla-Cunningham, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Taka Sato
Name(s) of Signer(s)

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

MAURICE EVAN TAFOLLA-CUNNINGHAM
Notary Public – California
Los Angeles County
Commission # 2418158
My Comm. Expires Sep 24, 2026

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

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

Madera Has Culture, Inc. (Culture Cannabis Club)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on January 9 2024, 2024, between the City of Madera, a municipal corporation, ("the City") and, Madera Has Culture, Inc. (dba Culture Cannabis Club), ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of six of a Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit.

C. On December 13, 2023, the City passed Resolution No. 23-206 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Within 30 days of the adoption of this Resolution, each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the

(unawarded) CCB Permit, and the CCB Permit may awarded to another in the City's sole discretion and without any further action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above in the Resolution, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees,

consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.

B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.
C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to

full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City: CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant: Madera Has Culture, Inc.
Attention: Devon Julian
1 Corporate Park Suite 112
Irvine, CA 92606

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____. 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: _____

Printed Name: Devon Julian

Title: Chief Executive Officer

Dated: January 9, 2024

*By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

ACKNOWLEDGMENT

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

State of California
County of Orange)

On January 9th 2024 before me, Justin Sinkiewicz, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JUSTIN SINKIEWICZ
COMM. #2354431
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
APRIL 17, 2025

Signature _____ **(Seal)**

Mainstream Madera, LLC (Mainstream)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on January 12th, 2024, between the City of Madera, a municipal corporation, ("the City") and, Mainstream Madera, LLC., ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of six of a Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit.

C. On December 13, 2023, the City passed Resolution No. 23-206 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Within 30 days of the adoption of this Resolution, each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the (unawarded) CCB Permit, and the CCB Permit may awarded to another in

the City's sole discretion and without any further action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above in the Resolution, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability,

fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.

B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.
C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to

full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City: CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant: Mainstream Madera, LLC
Attention: Rico Saldivar
300 East Yosemite Avenue
Madera, CA 93638

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____, 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: _____

Printed Name: Rico Saldivar

Title: Chief Executive Officer

Dated: 1/12/, 2024

*By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On 1/12/2024 before me, Maria Thomas Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARIA THOMAS
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2371944
FRESNO COUNTY
My Comm. Exp. September 19, 2025

Signature Maria Thomas (Seal)

Lavish West Coast Madera, LLC (Lavish)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on January 11th, 2024, between the City of Madera, a municipal corporation, ("the City") and, Lavish West Coast Madera (dba Lavish), ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of six of a Standard Retail or Microbusiness Commercial Cannabis Business (CCB) Permit.

C. On December 13, 2023, the City passed Resolution No. 23-206 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Within 30 days of the adoption of this Resolution, each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the (unawarded) CCB Permit, and the CCB Permit may awarded to another in

the City's sole discretion and without any further action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above in the Resolution, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability,

fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.

B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.
C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to

full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City: CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant: Lavish West Coast Madera
Kenneth Churchill
246 Via San Lucia
Rancho Mirage, CA 92262

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____, 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: Ken Churchill

Printed Name: Kenneth Churchill

Title: Owner

Dated: January 11th, 2024

*By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On January 11th 2024 before me, Melissa Sue Avilla - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Sue Avilla (Seal)

Nebrina Madera, LLC (Nebrina)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on Jan 24th, 2024, between the City of Madera, a municipal corporation, ("the City") and, Nebrina Madera, LLC., ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of two of a Social Equity Commercial Cannabis Business (CCB) Permit.

C. On August 16, 2023, the City passed Resolution No. 23-146 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the (unawarded) CCB Permit, and the CCB Permit may awarded to another in the City's sole discretion and without any further

action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal

expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend

City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in

defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.
B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned

automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.

C. WORKERS' COMPENSATION insurance as required under the California Labor Code.

D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City:
CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant:
Nebrina Madera, LLC
Attention: Brandon Banks
1940 Blake Street #201
Denver, CO 80202

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled

to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal

action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____, 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: _____

Printed Name: Brandon Banks

Title: Chief Executive Officer

Dated: Jan 24th, 2024

*By: _____

Printed Name: Julian Rodriguez-Macias

Title: Notary Public for Colorado State

Dated: January 24, 2024

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

Subscribed and affirmed before me in the county of Denver, State of Colorado, this 24 day of January, 2024.

Notary Seal

_____
(Notary's official signature)

08/26/2025
(Commission expiration date)

JULIAN RODRIGUEZ-MACIAS
Notary Public
State of Colorado
Notary ID # 20214034168
My Commission Expires 08-26-2025

California Cannoisseur, LLC (California Cannoisseur)

CITY OF MADERA
INDEMNIFICATION AND COST RECOVERY AGREEMENT

This Indemnification and Cost Recovery Agreement ("Agreement") is made and entered into on Jan 24, 2024, 2024, between the City of Madera, a municipal corporation, ("the City") and, California Cannoisseur, LLC. ("Applicant" or "Covenantor"), pursuant to the following recitals, which are a substantive part of this Agreement. City and Applicant are sometimes individually referred to as a "Party" and jointly as the "Parties."

RECITALS

A. On June 16, 2021, the City Council of the City of Madera (Council) adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the City of Madera Municipal Code (CMC) to permit commercial cannabis businesses within the City of Madera (City) and establish a regulatory program requiring all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operation and engaging in cannabis business.

B. Applicant submitted to the City an application for one of two of a Social Equity Commercial Cannabis Business (CCB) Permit.

C. On August 16, 2023, the City passed Resolution No. 23-146 ("Resolution"), which awarded a CCB Permit to the Applicant.

D. Section 6-5.34 of the City's Cannabis Business Permit Ordinance ("Ordinance") requires that as a condition to the approval of any CCB Permit the Applicant shall be required certain conditions including executing an agreement to indemnify, defend, and hold harmless the City, maintain insurance, and reimburse the City for all costs and expenses, including legal fees and costs. Applicant is also required to comply with the following as a precondition to the award of the CCB Permit:

> The City shall not assume any liability whatsoever with respect to the determination of an award, award, or issuance of a CCB Permit or otherwise approving the operation of any cannabis business. Each applicant shall enter into an agreement ("Indemnification Agreement") with the City, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City, maintain required insurance, and reimburse the City for all costs and expenses (including those related to any legal challenge) consistent with the requirements of CMC section 6-5.34. If no Indemnification Agreement with an applicant is approved by the City Council and the applicant by no later than February 7, 2024, then the award of the CCB Permit shall not become final as to the applicant without an approved Indemnification Agreement, such applicant acknowledges it has no interest in the (unawarded) CCB Permit, and the CCB Permit may awarded to another in the City's sole discretion and without any further

action or notice by the City. Any approved Indemnification Agreement shall be maintained by and complied with by the applicant and kept in full force and effect at all times until such time that a CCB Permit expires, is revoked, or is of no further legal effect.

D. Applicant now desires to comply with Section 6-5.34 of the Ordinance and the precondition identified above, including to indemnify the City from any and all claims, legal actions, or appeals arising from the processing, approval, or denial of the CCB Permit applications.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the Parties and contained herein and other consideration (including the granting of entitlement(s)), the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Indemnification.

1.1 Third Party Actions. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that: (1) challenges any part of any application for development or an award of a CCB Permit; (2) challenges the processing, approval or denial of any application as part of the award of a CCB Permit to Applicant; (3) any appeals by third parties (including other applicants) relating to the application process, approval or denial of any CCB Permit to any applicant, and any actions taken in furtherance of the application or the application process; (4) any environmental issues, including any challenges under the California Environmental Quality Act (CEQA) relating to the award of a CCB Permit as part of the process; (5) any breach by Applicant in the performance in a timely manner of any obligation on Applicant's part to be performed under this Agreement, the Ordinance, or the Resolution; (6) any challenge that claims or alleges a violation of any law by the City; or (7) alleges any acts, omissions or negligence of Applicant or any person or entity claiming through or under Applicant, or Applicant's agents, employees, contractors, invitees or visitors. Applicant's obligations under this Section 1.1 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.1 shall survive the termination of this Agreement.

1.2 Additional Claims or Actions. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers ("City Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages, including but not limited to personal injury, death at any time, and property damage, and including further attorney's fees, litigation and legal

expenses incurred by the City Indemnitee or held to be the liability of the City Indemnitee (including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City Indemnitee's defense of its actions in any proceeding) (collectively, "Losses") incurred by any City Indemnitees from any and all claims, demands and actions in law or equity (collectively, a "Claim"), whether in contract, tort or strict liability, resulting from, arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement or the CCB Permit (including operations thereunder); (iii) the issuance of the CCB Permit and another other permits, licenses, or other entitlements related to a cannabis operations; or (iv) the City's granting, issuing or approving use of the CCB Permit or related agreements. If any portion of a claim, demand or action in law gives rise to indemnification under this Agreement, Applicant shall be responsible for indemnifying, holding harmless or defending the City as to the entire claim, demand or action in law. Applicant's obligations under this Section 1.2 shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section 1.2 shall survive the termination of this Agreement.

If Applicant should subcontract all or any portion of the work to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend the City Indemnitees in accordance with the terms of this Section 1.2. Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in the two prior paragraphs of this Section, be required to indemnify, hold harmless and defend the City Indemnitees to the fullest extent allowed by law, from any and all Claims and Loses that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

1.3 Damage Claims. The nature and extent of Applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 1.1 and 1.2 shall be governed by this Section 1.3. To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Applicant, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Applicant or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of any operations related to the CCB Permit or cannabis operations). Applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants, attorneys, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Applicant should subcontract all or any portion of the services to be performed under this Agreement, Applicant shall require each subcontractor to indemnify, hold harmless and defend

City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers in accordance with the terms of the preceding paragraph. The Applicant further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Applicant, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, consultants, attorneys, agents or authorized volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, attorneys, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, consultants, attorneys, agents or volunteers in the performance of this Agreement.

2. Reimbursements to the City.

In the event the City receives a claim under the Government Claims Act, or is subject to a Third Party Action defined in Section 1.1, claims or actions as set forth in Section 1.2, or claims as set forth in Section 1.3, or is otherwise required to pay legal fees and costs and court costs as a result of any legal challenge related to the approval of the Applicant's CCB permit, the process associated therewith, or the City's approval of the cannabis activity, then Applicant shall reimburse the City for all costs and expenses associated with the same. Upon demand from the City, within fifteen (15) days Applicant shall make an initial deposit of $10,000 to the City, which shall be used as a draw down account to reimburse the City for all of its costs and expenses contemplated herein. The City may request that the draw down account be replenished by the Applicant at any time, and the Applicant shall do so within fifteen (15) days. The City shall provide Applicant with an invoice detailing all costs incurred by the City. Applicant shall tender to the City payment-in-full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant shall contact the City within a reasonable time to arrange any extension of the thirty (30) day time period for payment-in-full of the invoiced amount. Applicant further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with this Agreement and the requirements of the City's Ordinance. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. Any amount not used at the conclusion of the defense of any associated legal challenges shall be returned by the City to the Applicant.

3. Cooperation in the Event of Challenge. In the event of any action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the approval of the CCB Permit or the issuance thereof, the Parties hereby agree to cooperate in

defending said action. City shall timely notify Applicant in writing of its receipt of any demand, claim, action, proceeding, or litigation in which City claims to be indemnified and held harmless by Applicant pursuant to this Agreement and requesting Applicant defend City. Applicant shall accept or reject such tender of defense in writing within 10 working days after receipt thereof. If Applicant does not reject such tender of defense within such 10-working day period, Applicant shall be deemed to have accepted such tender. If Applicant accepts such tender, City shall cooperate in such defense. Applicant shall then have the right to select and retain the attorney or attorneys who will defend the City. However, the City shall have the right to approve the counsel selected by Applicant, which approval shall not be unreasonably withheld or delayed. Applicant agrees to be fully responsible for any and all costs and attorney's fees generated by said attorney(s) in the defense of City in any claim, demand, action, proceeding or litigation.

Applicant shall control the conduct of the defense of any claim or action, provided that: (1) the City shall have the right to review and approve prior to filing any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief to be filed on behalf of the City; and (2) the City shall review and approve any proposed settlement. Nothing in the Agreement shall obligate the City to approve a proposed settlement requiring the City to pay or incur any monetary amount. Nothing in this Agreement shall require the City to approve a proposed settlement agreement requiring the City to take a future legislative action, render a future quasi-judicial decision, or otherwise take a future discretionary government action. Finally, notwithstanding any other provision of this Agreement, the City may require Applicant to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of its sole judgment, it is unsatisfied with the representation of its interest by Applicant or its counsel.

4. Insurance. From the commencement of any operations furtherance of the CCB Permit or any other cannabis operation within the City's jurisdiction (the "Insurance Period"), Applicant, shall obtain and pay for and maintain in full force and effect all policies of comprehensive commercial general liability insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide. Said amount shall be not less than as established by an subsequent land use entitlement in furtherance of the CCB Permit, and in no circumstances less that the minimum following policies of insurance:

A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement),with limits of liability of not less than $2,000,000.00 per occurrence for bodily injury and property damage, $1,000,000.00 per occurrence for personal injury, $2,000,000.00 general aggregate and $2,000,000.00 aggregate for products and completed operations and $2,000,000.00 general aggregate.
B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned

automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than $2,000,000.00 per accident for bodily injury and property damage.

C. WORKERS' COMPENSATION insurance as required under the California Labor Code.

D. EMPLOYERS' LIABILITY with minimum limits of liability of not less than $1,000,000.00 each accident, $1,000,000.00 policy limit and $1,000,000.00 for each employee.

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Applicant shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Applicant shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Applicant shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees, consultants, attorneys, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees, consultants, attorneys, and volunteers. Applicant shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Applicant shall furnish City with copies of the actual policies upon the request of City's City Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Applicant fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that the Applicant, or its contractors or subcontractors, immediately discontinue any further work or operations under the CCB Permit and take all necessary actions to secure any work site to insure that public health and safety is protected until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section 3 are material terms of this Agreement.

If Applicant should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Applicant shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, consultants, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Applicant and City prior to the commencement of any work by the general contractor.

5. No Duty of City. Applicant acknowledges and agrees that the Project is a private development, the City has no interest in or responsibility for or duty to third persons concerning the Project. Applicant shall have full power over the exclusive control of the Project and Property herein described subject only to the limitations and obligations of Applicant under this Agreement and federal, state, and local laws. Applicant further acknowledges and agrees to hold harmless the City and its elected and appointed representatives, officers, agents and employees from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Applicant's operations under this Agreement excepting suits and actions brought by Applicant and arising from the gross negligence or willful misconduct of the City to the extent, if any, that such gross negligence or willful misconduct has contributed to such damage.

6. Third Party Action. The defense and indemnification obligations created by this Agreement shall apply to any claims or legal action by third parties arising out of or relating to the City's processing of, approval or denial, or any action/inaction regarding the applications for CCB Permits or operation thereunder.

7. Release of Claims: Applicant hereby releases, waives, and relinquish all claims, causes of action, liability, or damages against City arising out of or in any way in connection with the processing and award of the CCB Permit or operation thereunder.

8. Termination. City may without cause terminate this Agreement by giving written notice as provided below. Applicant may not terminate this Agreement for any reason.

9. Notices. All notices to either party under this Agreement shall be deemed valid and effective when personally served upon the party or upon deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed as follows:

City: CITY OF MADERA
Attention: City Manager
205 West 4th Street
Madera, CA 93637

Applicant: California Cannoisseur, LLC
Attention: Raul DeLuna
24508 Tropical Drive
Madera, CA 93638

10. Enforcement Action. In the event it becomes necessary for the City to take any action against the Applicant to enforce or interpret the terms of this Agreement, the City shall be entitled to its reasonable attorneys' fees and costs, including all costs of investigation, and all pre-litigation costs.

11. Agreement Not Debt or Liability of the City. It is hereby acknowledged and agreed that this Agreement is not a debt or liability of the City, as provided in Section 53314.9(b) of the California Government Code. Further, Applicant agrees that no member of the City Council or officer, attorney, employee, or agent of the City shall to any extent be personally liable hereunder.

12. Attorneys' Fees. If any legal action is brought by either party to interpret or enforce any terms or provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties.

14. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

15. Severability. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

16. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement shall alter the requirement to comply with Section 6-5.28 of the Ordinance regarding transfers of Cannabis business permits.

17. Jurisdiction. This Agreement shall be administered, governed, and interpreted under the laws of the State of California, without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Madera, State of California.

18. Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, the terms of the

CCB Permit, or any operations thereunder, it being expressly understood and agreed that the Applicant's sole legal remedy for a breach or violation of the same by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement, the terms of the CCB Permit, or the law.

19. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply interpreting this Agreement.

20. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. Authority. Each person executing this Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the party has and is duly qualified to do business in California, (III) the party has full corporate, partnership, trust, association , or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (IV) each person(and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

22. Counterparts. This Agreement may be executed in counterparts, and copies of this Agreement shall be deemed originals. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

23. Knowing and Voluntary Agreement. The Parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the Parties hereto represents, acknowledges, and agrees that such Party carefully read and fully understands all the provisions of this Agreement, and that they are knowingly and voluntarily entering into this Agreement and signing it of their own free will.

[Signatures on next page]

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

CITY OF MADERA,
a municipal corporation

By: _____
Arnoldo Rodriguez, City Manager

Dated: _____, 2024

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

By: _____
Shannon Chaffin, City Attorney

APPLICANT

*By: _____

Printed Name: Raul DeLuna

Title: Owner

Dated: 1/24/24, 2024

*By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

***Attach Notary Acknowledgments. If signing for an entity, bylaws, resolutions, or other documents may be required to establish authority to sign on behalf of the entity**

ACKNOWLEDGMENT

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

State of California
County of Madera)

On January 24th, 2024 before me, MONIQUE RODRIGUEZ, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

MONIQUE RODRIGUEZ
Notary Public - California
Madera County
Commission # 2429140
My Comm. Expires Dec 5, 2026

REPORT TO CITY COUNCIL

Approved by: Joseph Hebert
_____

Council Meeting of: February 7, 2024

Agenda Number: D-5

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez
_____

Arnoldo Rodriguez, City Manager

SUBJECT:

Agreement with Juarez Brothers General Engineering, Inc. for McNally Park Basketball Courts Reconstruction Project

RECOMMENDATION:

Adopt a Resolution awarding a contract under Invitation for Bids (IFB) No. 202324-24 to Juarez Brothers General Engineering, Inc. for the McNally Park Basketball Courts Reconstruction for $218,353.00

SUMMARY:

On January 29, 2024, the City received 4 bids from interested contractors vying for the opportunity to reconstruct the basketball courts at McNally Park. Currently, the park features one college regulation-sized court and two subpar sized courts. The proposed scope of work encompasses the removal of the existing courts and the construction of two high-school -sized basketball courts. These new courts will feature concrete surfacing, and both will be standardized to measure 84 feet by 50 feet, including proper striping.

Funding for the reconstruction of the basketball courts comes from the Community Development Block Grant (CDBG). A total of $609,307 was awarded to the Parks & Community Services Department for improvements at McNally Park in Fiscal Year 2022/2023.

DISCUSSION:

McNally Park is situated on an irregularly shaped parcel in the heart of east-central Madera. The park is bounded by South A St., East 12th St., and Roosevelt Avenue, making it a central and accessible hub for residents in the surrounding areas.

The unique configuration of McNally Park reflects its integration into the fabric of the neighborhood, contributing to the vibrancy and character of the community. Residents and visitors alike enjoy the park's diverse amenities, which include a picnic area, basketball courts, restrooms, a play structure with swings, and some, albeit limited, passive recreational areas.

During the CDBG Action Plan for Fiscal Year 2022/2023, the City was awarded a total of $609,307 for improvements at McNally Park. Staff proceeded with two major phases of improvement plans. The first phase included the complete renovation of the existing playground area. This consisted of the removal of existing playground equipment and upgrading with new playground equipment, swing sets, and new safety perimeter fencing for a brand-new playground area. This phase also included replacing outdated and damaged park amenities with new trash cans, picnic tables, grills, benches, and water fountains. A Notice of Completion was accepted by the Council on November 15, 2023, for the playground equipment and park amenities installed at McNally Park.

After the completion of the first phase of improvements, staff began planning for the second phase to include the full reconstruction of the basketball courts. This was determined as a much-needed component, being the courts have had no major repairs or maintenance for decades. The courts are highly utilized playing courts by members of the community, with even informal basketball tournament events taking place throughout the year.

- Basketball Court #1 is constructed of asphalt, measuring 108 feet by 50 feet. This basketball court has a playing court measuring 84 feet by 50 feet.
- Basketball Courts #2 and #3 are also constructed of asphalt and measure 55 feet by 104 feet.
- Both court configurations will be reconstructed, with concrete surfacing and converting Court #2 and #3 to one full playing court at 84 feet by 50 feet.
- Both shall have a playing court measuring 84 feet by 50 feet, including striping.

To proceed with the improvements needed, staff prepared IFB No. 202324-24. The IFB was released on January 6, 2024, with bids due on Monday, January 29, 2024. The IFB notice was duly published in the Madera Tribune on January 6 and 13, 2024. In addition, the IFB was published on the following platforms:

- City of Madera PlanetBids Vendor Portal
- Construction Bidboard (Ebidboard)
- Dodge Data & Analytics
- Placer Country Contractors Association & Builders Exchange
- Builders’ Exchange of San Joaquin
- Central California Builders Exchange
- Valley Builders Exchange

Addendum No. 1 was released on January 18, 2024, responding to two submittals from potential bidders. Potential bidders inquired about the engineer's estimate, start date, and project specifications for materials and supplies.

Regarding the bidding process:

- 72 bidders from the City's online vendor registry were notified.
- An additional 250 potential bidders licensed to perform the work identified in the scope of the IFB were notified through PlanetBids.
- 28 potential bidders downloaded the project bid documents and indicated that they would bid.
- Four bids were ultimately received.
- The bids received were evaluated by City staff for responsiveness and cost as highlighted in Table 1.

Table 1 shows vendors ranked by cost, with staff recommendation for awarding the contract to Juarez Brothers General Engineering, Inc. being the lowest responsive, responsible bid per the requirements set forth in the project's contract documents.

Table 1: *Bids Received Ranked by Cost*

Rank	Firm	Bid Amount
1	Juarez Brothers General Engineering, Inc.	$218,353.00
2	JT2 Inc	$255,975.00
3	Harris Development Corp. dba HBC Enterprises	$282,547.15
4	B&M Builders Inc	$315,243.00

Juarez Brothers General Engineering, Inc. is a local contractor located in Madera County. Juarez Brothers General Engineering, Inc. has an active Contractors State License and an active Department of Industrial Relations registration, as confirmed by staff. To meet additional funding requirements, Juarez Brothers General Engineering, Inc. has no disbarments, as confirmed on SAM.gov. Notably, Juarez Brothers General Engineering, Inc. is the only local contractor in the County that submitted a bid.

FINANCIAL IMPACT:

The improvements to McNally Park, funded by CDBG, have been budgeted within the City's Fiscal Year 2023/24 Parks Grant Fund #1021-8020-7040-MCNAL. The project's approved budget amounts to $609,307 aligning with the grant's scope of work and objectives.

During this Fiscal Year, expenditures related to the CDBG funded improvements at McNally Park have been diligently managed. Specifically, a total of $247,957.28 has been spent in the first phase of the project. To date, phase 2 has included staff securing engineering services from O'Dell Engineering for the design plans and technical specifications of the reconstruction of the

basketball courts at $39,500 for consultant services and advertisement costs of the IFB at $2,328.30. This has left a remaining balance of $319,521.42 of CDBG funds still available for phase 2 of the project.

With Juarez Brothers General Engineering, Inc. bid at $218,535, there are sufficient funds to cover the construction agreement. Staff will work on a spending plan to fully expend all remaining funds estimated at $101,168.42 towards McNally Park's additional improvements. Improvement items to be considered will include but not be limited to the following: kids basketball court, playground expansion or additional amenities.

Table 2 below shows a cost breakdown of the Phase 1 and Phase 2 expenses to date.

A set timeframe of 45 calendar days from the Notice to Proceed is expected. Staff will work with the contractor to have work started with a goal of February 20, 2024, to have the reconstruction of the basketball courts completed by April 5, 2024.

Table 2: *CDBG Award of $609,307 for McNally Park Improvements Expenditure*	
Phase 1 (Completed) – Playground and Park Amenities Costs	**Amount**
Superior International Industries	$239,244.92
Certified Playground Safety Inspection	$1,800
Landscaping, Concrete Bordering for Playground & Park	$6,912.36
Total Costs of Phase 1	**$247,957.28**
Phase 2 (this item) – Basketball Redesign and Reconstruction	
O'Dell Engineering – Task Order	$39,500
IFB 202324-24 Advertisement	$2,328.30
Total Cost of Phase 2 To Date	**$41,828.30**
Total Cost of Phase 1 & 2 To Date	$289,785.58
Total CDBG Award	$609,307
Balance Remaining to Date	**$319,521.42**

ALTERNATIVES:

Staff has carefully considered the bids received for the project. An alternative course of action involves rejecting all bids, which could potentially lead to several consequences that need to be taken into account.

Rebidding the project introduces uncertainties that may impact the project's overall cost. There is a possibility of receiving higher bids or encountering a lack of additional bids in a subsequent bidding process. This scenario could prolong the timeline for selecting a contractor and completing the full expenditure of funds before mid-April 2024, which impacts the Department of Housing & Urban Development timeliness check of CDBG expenditure on May 2, 2024.

ATTACHMENTS:

1. Resolution Awarding IFB No. 202324-24 to Juarez Brothers General Engineering, Inc. for the McNally Park Basketball Courts Reconstruction
    a. Exhibit A: Construction Agreement
2. Aerial Photo of the Existing Courts at McNally Park
3. Improvement Plans

ATTACHMENT 1

Resolution Awarding IFB No. 202324-24 to
Juarez Brothers General Engineering, Inc.
for the McNally Park Basketball Reconstruction Project
a. Exhibit A: Construction Agreement

RESOLUTION NO. 24 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING RESOLUTION AWARDING IFB NO. 202324-24 TO JUAREZ BROTHERS GENERAL ENGINEERING, INC. FOR THE MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION FOR $218,353

WHEREAS, the City of Madera released an Invitation for Bids (IFB) No. 202324-24 calling for the reconstruction of two basketball courts at McNally Park; and

WHEREAS, the IFB No. 202324-24 was released on January 6, 2024; and

WHEREAS, the IFB No. 202324-24 was duly noticed and published accordingly; and

WHEREAS, there were 4 bids received as of January 29, 2024; and

WHEREAS, the 4 bids were evaluated for responsiveness and cost; and

WHEREAS, Juarez Brothers General Engineering, Inc. submitted the lowest responsible bid at $218,353; and

WHEREAS, the City wishes to enter into a Construction Agreement with Juarez Brothers General Engineering, Inc. for the completion of the work; and

WHEREAS, the Construction Agreement is to be for $218,353; and

WHEREAS, the work to be completed is being funded by Community Development Block Grant funding.

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 of the City of Madera does hereby accept the four bids received for this project, finds that Juarez Brothers General Engineering, Inc., is the lowest responsive and responsible bidder, and awards a construction contract for the IFB 202324-24 McNally Park Basketball Courts Reconstruction project in the amount of $218,353 to Juarez Brothers General Engineering, Inc.,. Said contract is attached hereto as Exhibit A and approved as to its material terms, and the Mayor is authorized to execute the same on behalf of the City subject as to legal form by the City Attorney.
3. This Resolution is effective immediately upon adoption.

****

CONSTRUCTION AGREEMENT
IFB 202324-24 McNally Park Basketball Court Reconstruction CDBG B22MC060053

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER,"** and Juarez Brothers General Engineering, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter **"CONTRACTOR"** and collectively called **"Parties."**

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for the **"IFB 202324-08 Centennial Park Pool Upgrades & Repairs CDBG B22MC060053**."

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work; Term of Agreement. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within ten (10) calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within **45 calendar days**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $218,353, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within fifteen (15) working days after being notified of the award of the contract, and before OWNER executes this AGREEMENT.

This Agreement shall be effective on February 7, 2024, after approval by the City Council at a duly scheduled meeting thereof.

4. The Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum not to exceed two-hundred eighteen thousand, three hundred and fifty-three dollars ($218,535.00) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed **at** unit prices proposed in the **CONTRACT DOCUMENTS** will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**, attached hereto as **Exhibit A**:

(A) CONTRACTOR Complete Bid as Submitted on 01/29/2024
(B) Addenda No. 1, dated January 18, 2024
(C) Contractor Insurance Documentation per Insurance Requirements for Contractors as specified in IFB
(D) IFB 202324-24 McNally Park Basketball Reconstruction
(E) Federal Wage Rates Decision No. NC-63-3-75-2023-1

(F) CDBG Exhibit G, U.S. Department of Housing and Urban Development **Section 3** Plan

(G) CDBG Exhibit H, Certification of Nonsegregated Facilities

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of one-hundred dollars ($100.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

8A. Claims Resolution Process For Disputes.

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

The following provisions are intended by Contractor and Owner to comply with Public

Contract Code Sections 9204 and 20104 *et. Seq*.

A. Claims:

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

i. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
ii. Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
iii. Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

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

C. Receipt of Claim by Owner:

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

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

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of

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

E. Payment of Claim:

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

F. Meet and Confer:

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

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

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

to the timeframes in this section.

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

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

G. Filing a Government Code Written Claim Notice:

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

H. Owner's Failure to Respond to Claim:

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

I. Interest:

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

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf

of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

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

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

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

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

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more

than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature

that training cannot be provided by a journeyman.

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

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

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

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

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

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

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

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

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

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

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every

Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

19. Insurance. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTORS" of the Contract Documents.

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

21. Termination.

A. Termination of the Contract for Default.

1. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

(a) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

(b) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(c) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

(d) Fails to prosecute the Work according to the schedule approved by the City;

(e) Disregards laws or regulations of any public body having jurisdiction; or

(f) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

2. Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

(a) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was

performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(b) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

3. Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

4. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

5. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If

the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

6. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

B. Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

1. Notice: The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

2. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

3. Payment: The Contractor will be paid without duplication for:

(a) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(b) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(c) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

Juarez Brothers General Engineering, Inc.
17244 El Dorado Drive
Madera, CA 93636

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

22. Warranty. Contractor warrants to OWNER that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California Law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal,

State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

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

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

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

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

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

29. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City**

shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

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

30. Sole Agreement. This instrument constitutes the sole and only Agreement between City and **CONTRACTOR** in connection to the Project and correctly sets forth the obligations of the City and **CONTRACTOR** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

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

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

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

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

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

CITY OF MADERA (OWNER)

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

JUAREZ BROTHERS GENERAL ENGINEERING, INC. (CONTRACTOR)

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

956804 / General A
Contractor License Number

1001118160
DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2024 before me, _____
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT 2

Aerial Photo of the Existing Courts at McNally Park

ATTACHMENT 3

Improvement Plans

MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION

LANDSCAPE IMPROVEMENT PLANS

MADERA, CALIFORNIA

GENERAL NOTES

1. LANDSCAPE IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF **MADERA** CURRENT STANDARDS AND SPECIFICATIONS AS APPROVED, INCLUDING ALL AMENDMENTS THERETO TO DATE. IMPROVEMENTS SHALL ALSO BE IN COMPLIANCE WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS LATEST EDITION, WHERE APPLICABLE. IN THE EVENT THERE IS A CONFLICT WITH THE PLANS AND REFERENCES STATED ABOVE, THE GOVERNING BODY STANDARDS AND SPECIFICATIONS SHALL PREVAIL. ALL WORK SHALL BE SUBJECT TO INSPECTION.

2. DESIGN: THE DRAWINGS HEREIN REPRESENT THE DESIGN TO BE IMPLEMENTED ON THE SITE DEPICTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO CLARIFY PLAN DETAILS RELATED TO SITE OR CONSTRUCTION DETAILS NECESSARY FOR PROJECT COMPLETION.

3. COORDINATION: CONTRACTORS SHALL COORDINATE INSTALLATION AND SCHEDULING WITH THAT OF CITY OF **MADERA** AND OTHER CONTRACTORS EFFICIENTLY AND IN A TIMELY MANNER, ENSURING THE PROJECT COMPLETION IS UNIMPEDED AND INSTALLED CORRECTLY WITH MINIMAL MAINTENANCE. **OWNER/OWNER REPRESENTATIVE** SHALL BE CONTACTED DIRECTLY AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COVERING, COMPLETION, OR EXPOSING WORK THAT WILL BE INSTALLED.

4. SITE CONDITIONS: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO SITE CONDITIONS. CONTRACTOR SHALL EXAMINE EXISTING CONDITIONS OF SITE. IN THE EVENT THAT ON-SITE CONDITIONS DIFFER FROM CONDITIONS DEPICTED ON PLANS AND WILL IMPACT THE INSTALLATION PROCESS, THE CONTRACTOR SHALL SUBMIT THESE FINDINGS TO THE **LANDSCAPE ARCHITECT/OWNER** IN WRITING PRIOR TO BEGINNING WORK. CONTRACTOR SHALL CONFIRM ALL POINTS OF CONNECTIONS PRIOR TO CONSTRUCTION. COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF THE EXISTING SITE CONDITIONS.

5. BASE INFORMATION: THE PROPOSED LANDSCAPE IMPROVEMENTS SHOWN HEREIN ARE SUPERIMPOSED OVER DATA PROVIDED TO THE LANDSCAPE ARCHITECT BY OTHER SOURCES. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR THE CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS RELATED TO THIS DATA. THE BASE INFORMATION IS PROVIDED AS AN AID ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND ACCOMMODATING ANY DISCREPANCIES.

   BASE INFORMATION PROVIDED BY:
   TOPOGRAPHICAL SURVEY –
   - O'DELL ENGINEERING
     1165 SCENIC DRIVE, SUITE A
     MODESTO, CA 95350
     PHONE: (209) 571-1765
     FILE: 42640-TP

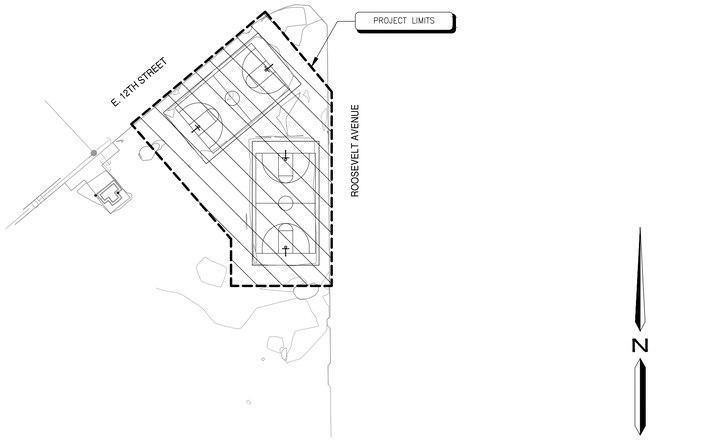
6. BIDDING INFORMATION: SEE GENERAL PROVISIONS, SPECIAL PROVISIONS, GENERAL REQUIREMENTS, AND TECHNICAL SPECIFICATIONS FOR CONTRACTOR RESPONSIBILITIES RELATED TO BIDDING INFORMATION AND SITE VISITS PRIOR TO BID SUBMITTAL.

7. PRE-CONSTRUCTION MEETING: THE CONTRACTOR SHALL COORDINATE AND OBTAIN A GRADING PERMIT/BUILDING PERMIT, FROM THE CITY OF **MADERA** BUILDING DEPARTMENT, PRIOR TO SCHEDULING A PRE-CONSTRUCTION MEETING OR OBTAINING AN ENCROACHMENT PERMIT. A PRE-CONSTRUCTION MEETING SHALL BE COORDINATED WITH THE APPROPRIATE REGULATORY BODY PRIOR TO BEGINNING WORK. APPLICABLE AGENCIES AND PARTIES SHALL BE NOTIFIED AT LEAST 3 WORKING DAYS (72 HOURS) IN ADVANCE OF THE PRE-CONSTRUCTION MEETING.

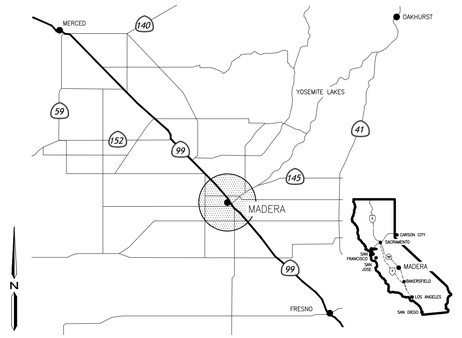
8. UTILITIES: THE CONTRACTOR AND ANY SUBCONTRACTORS SHALL CONTACT U.S.A. AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO BEGINNING WORK.

9. POT HOLING: ONLY EXCAVATION WILL REVEAL ACTUAL TYPES, LOCATIONS, SIZES, AND DEPTHS OF UNDERGROUND UTILITIES. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF UNDERGROUND UTILITIES OR OF BURIED EXISTING OBJECTS AND UTILITIES NOT SHOWN ON THESE PLANS.

10. AS-BUILTS: FOR AS-BUILT PURPOSES, THE CONTRACTOR SHALL KEEP A CURRENT SET OF DRAWINGS ON SITE AT ALL TIMES WITH DEVIATIONS FROM ORIGINAL PLANS AND SPECIFICATIONS NOTED. UPON PROJECT COMPLETION THE CONTRACTOR SHALL PROVIDE THE CITY WITH A DIGITAL FORMAT, COMPLETE SET OF AS-BUILT DRAWINGS.



LANDSCAPE IMPROVEMENT LIMITS



VICINITY MAP

N.T.S.

SHEET INDEX

CS	COVER SHEET
L0.1	EXISTING CONDITIONS AND DEMOLITION PLAN
L1.0	SITE FEATURES AND FINISHES PLAN
L2.0	HORIZONTAL CONTROL PLAN
L3.0	GRADING PLAN
L4.0	CONSTRUCTION DETAILS

PROJECT INFORMATION

PROJECT TITLE:	MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION	PROJECT TYPE:	RENOVATION
ZONING:	OPEN SPACE	BUILDING ELEVATIONS:	N/A
PROJECT ADDRESS:	825 A STREET MADERA, CA, 93638	GRADING PLANS:	SEE LANDSCAPE PLANS
APPLICANT/OWNER:	GABRIELA SALAZAR 701 EAST 5TH STREET MADERA, CA 93638 (559) 661-5492 GSALAZAR@MADERA.GOV	ADJACENT PROPERTY USES:	NORTH – RESIDENTIAL SOUTH – RESIDENTIAL EAST – RESIDENTIAL WEST – RESIDENTIAL
PLANS PREPARED BY:	O'DELL ENGINEERING 1165 SCENIC DRIVE, SUITE A MODESTO, CA 95350 (209) 571-1765 OFFICE SKHANNA@ODELLENGINEERING.COM		
LICENSE NUMBER:	CLA #6360		

ABBREVIATIONS

BC	BOTTOM OF CURB	INV	INVERT ELEVATION
BW	BOTTOM OF WALL	MAX	MAXIMUM
BOW	BACK OF WALL	MIN	MINIMUM
CJ	TOOLED CONTROL JOINT	(N)	NEW
CL	CENTERLINE	OC	ON CENTER
CLR	CLEAR	PA	PLANTING AREA
CIP	CAST IN PLACE	PIP	POURED IN PLACE CONCRETE
CMU	CONCRETE MASONRY UNIT	POB	POINT OF BEGINNING
C	CONCRETE	R	RADIUS
DG	DECOMPOSED GRANITE	RIM	RIM ELEVATION
DWGS	DRAWINGS	RP	RADIUS POINT
(E) OR EX	EXISTING	SIM	SIMILAR
EJ	EXPANSION JOINT	SLD	SEE LANDSCAPE DRAWINGS
EQ	EQUAL	SP	SPACE
FC	FACE OF CURB	TBD	TO BE DETERMINED
FG	FINISH GRADE	TC	TOP OF CURB
FL	FLOW LINE	TP	TOP OF PAVEMENT
FS	FINISH SURFACE	TW	TOP OF WALL
FV	FIELD VERIFY	TYP	TYPICAL
HP	HIGH POINT		

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Joseph Hebert 010424

BY: DATE:

100% BID SET

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1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

LANDSCAPE IMPROVEMENT PLANS
MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION
MADERA, CALIFORNIA

COVER SHEET

LICENSED LANDSCAPE ARCHITECT
SUMIT K. KHANNA #6360
Signature
05/31/25
Renewal Date
12/12/2023
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL
DRAWN:	TL
CHECKED:	SK
SCALE:	1"=60'
DATE:	12/12/2023
JOB NO.:	42640
FILE NO.:	42640-CS.DWG

SHEET NO.
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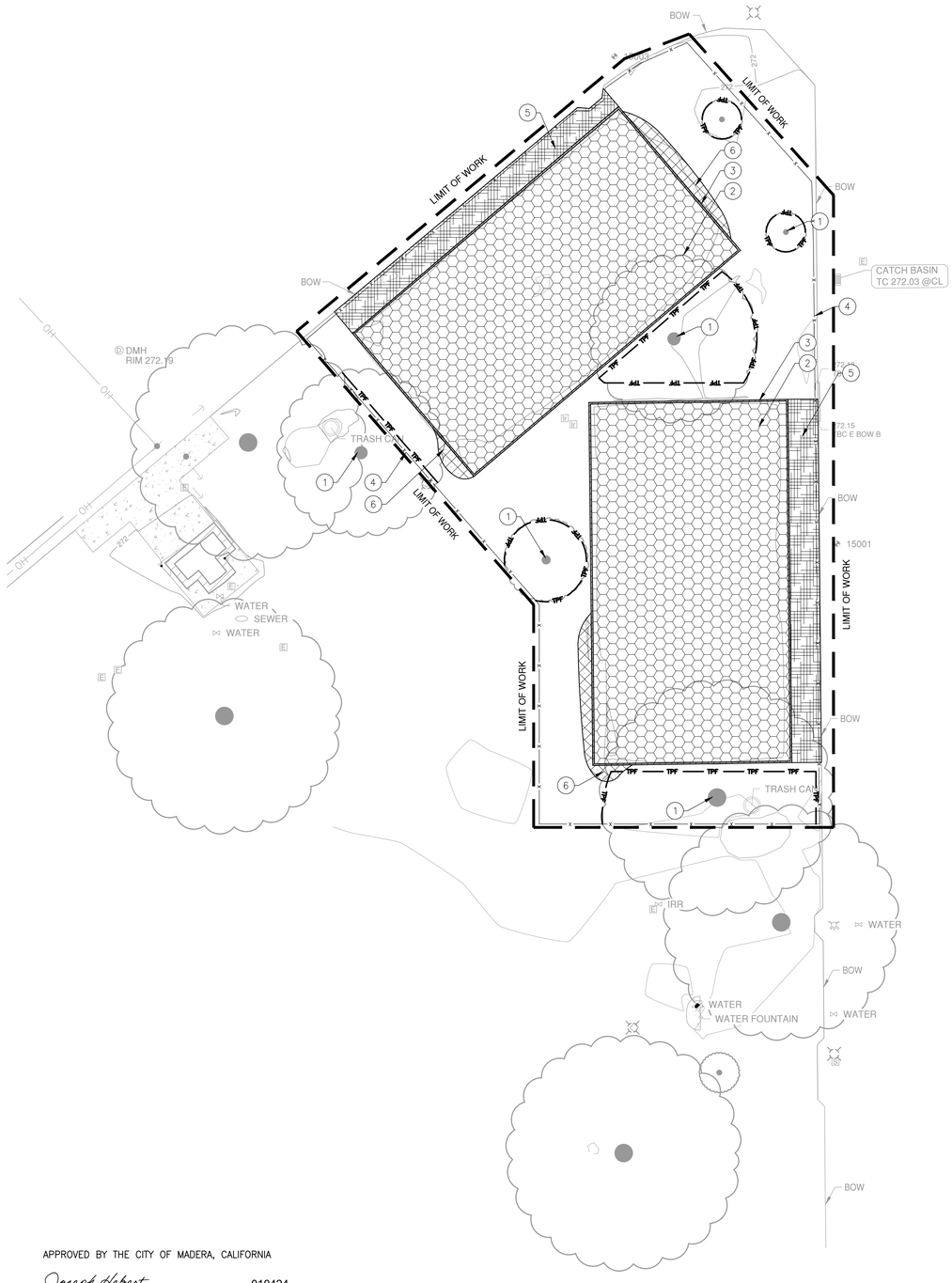


DEMOLITION LEGEND

PROTECT EXISTING TREE IN PLACE

TREE DRIP LINE

REMOVE EXISTING ASPHALT COURT AND AGGREGATE BASE. REMOVE EXISTING BASKETBALL POLES, BACKBOARDS, AND NETS. (APPROX. 11,882 S.F.±)

ADJUST EXISTING GRADES IN THIS AREA TO SLOPE INTO THE PARK AND TO MATCH NEW SPORT COURTS GRADES. REPLACE EXISTING TURF DISTURBED BY CONSTRUCTION IN-KIND. (APPROX. 1,770 S.F.±)

ADJUST EXISTING GRADES IN THIS AREA TO MATCH NEW SPORT COURTS GRADES AND SLOPE TOWARDS PLANTING AREA. REPLACE EXISTING TURF DISTURBED BY CONSTRUCTION IN-KIND. (APPROX. 418 S.F.±)

REMOVE EXISTING CONCRETE CURB. (APPROX. 650 L.F.±)

LIMIT OF WORK

TREE PROTECTION FENCING (APPROX. 400 L.F.±)

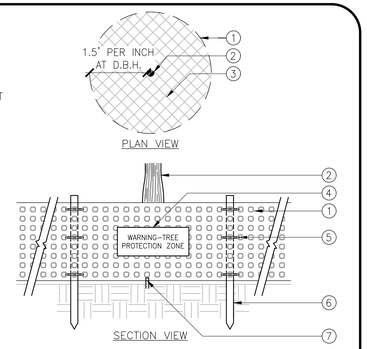
CONSTRUCTION FENCING (APPROX. 646 L.F.±)

SHEET NOTES

1. EXISTING TREE SHALL BE PROTECTED IN PLACE.
2. EXISTING ASPHALT COURT AND AGGREGATE BASE TO BE REMOVED. REMOVE EXISTING BASKETBALL POLE, BACKING BOARD, AND NET.
3. REMOVE EXISTING CONCRETE CURB.
4. CONSTRUCTION FENCING
5. ADJUST EXISTING GRADES IN THIS AREA TO SLOPE INTO THE PARK AND TO MATCH NEW SPORT COURTS GRADES.
6. ADJUST EXISTING GRADES IN THIS AREA TO MATCH NEW SPORT COURTS GRADES AND SLOPE TOWARDS PLANTING AREA.

1. PROTECTIVE BARRIER FENCING MATERIAL, DEFINING THE EDGE OF THE TREE PROTECTIVE ZONE, SHALL BE:
   - 4' HEIGHT
   - UV STABILIZED
   - 2600 PSI TENSILE STRENGTH
   - BRIGHT CONTRASTING COLOR

   PLACED AT A DISTANCE 1.5' PER INCH AT DIAMETER AT BREAST HEIGHT (D.B.H.) FROM THE TRUNK
2. EXISTING TREE TO BE PROTECTED
3. PROTECTION ZONE
4. WARNING SIGN ON EACH FENCE AS DEPICTED, WATERPROOF 18"x24"
5. UV STABILIZED 120LB BREAKING STRENGTH, NYLON TIE, MATCHING BARRIER COLOR (3 PER POST).
6. FENCE POST- METAL T-POSTS OR EQUAL @ 8' O.C.
7. 6" GROUND STAPLES



NOTES:

A. EXISTING TREES WITHIN PROJECT LIMIT OF WORK SHOWN TO BE PROTECTED SHALL BE FENCED OFF WITH ORANGE CONSTRUCTION FENCING AS INDICATED ABOVE.
B. WATERPROOF SIGNS (18"x24"), SHALL BE POSTED AT ENTRANCE POINTS TO SITE WITH INSTRUCTIONS TO PERSONNEL REGARDING RESTRICTIONS WITHIN THE FENCED AREAS. THE FOLLOWING ACTIVITIES MAY NOT OCCUR WITHIN THE FENCED AREAS.
   a. ADDITION/REMOVAL/STORAGE OF SOIL,
   b. PARKING OF VEHICLES, PLACEMENT OF EQUIPMENT, STORAGE OF MATERIALS
   c. BURNING AND CEMENT WASH-OUT
C. ALL UNDERGROUND WORK REQUIRED WITHIN DRIP LINE OF TREES AND BELOW ORIGINAL GRADE SHALL BE PREVIEWED BY THE **CITY** AND LANDSCAPE ARCHITECT TO DETERMINE POTENTIAL IMPACT ON TREES HAND TRENCHING SHALL BE REQUIRED WHERE EXISTING TREE ROOT SYSTEMS COULD BE DAMAGED BY EQUIPMENT.
D. A TREE WATERING SCHEDULE SHALL BE REQUIRED WHEN CONSTRUCTION LASTS MORE THAN 1-MONTH. CONTRACTOR SHALL PROVIDE TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO START OF CONSTRUCTION.
E. ADDITIONAL PROTECTION SHALL BE REQUIRED (AT CONTRACTOR'S EXPENSE) WHEN: TREE'S CANOPY IS IN JEOPARDY, EXTREME SOIL COMPACTION OCCURS NEAR TREE, OR MAJOR GRADE CHANGE OCCURS NEAR TREE.
F. IN THE EVENT THAT ROOT DAMAGE TO FIBROUS/MINOR ROOTS OCCURS DURING PROJECT CONSTRUCTION THEY SHALL BE CLEANLY SEVERED AT A 90° ANGLE TO MINIMIZE DAMAGE.
G. IN THE EVENT THAT THE **CITY** ARBORIST RECOMMENDS REPLACEMENT OF AN EXISTING TREE DAMAGED BY THE CONTRACTOR, THE CONTRACTOR SHALL REPLACE THE TREE WITH STOCK NO SMALLER THAN A 48" BOX AND FAIRLY COMPENSATE THE **CITY** FOR DAMAGES.

1 *TREE PROTECTION FENCING*

NOT TO SCALE

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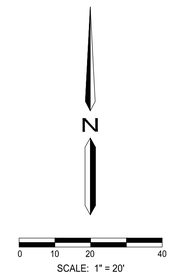
Joseph Hebert 010424

BY: DATE:



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PLAN REVISIONS

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O'DELL ENGINEERING
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

LANDSCAPE IMPROVEMENT PLANS
MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION

MADERA, CALIFORNIA

EXISTING CONDITIONS AND DEMOLITION PLAN

LICENSED LANDSCAPE ARCHITECT
AMIR KHANNA #5345
Signature
05/31/25
Renewal Date
12/12/2023
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL
DRAWN:	TL
CHECKED:	SK
SCALE:	1"=20'
DATE:	12/12/2023
JOB NO.:	42640
FILE NO.:	42640-DEMO.DWG

SHEET NO.
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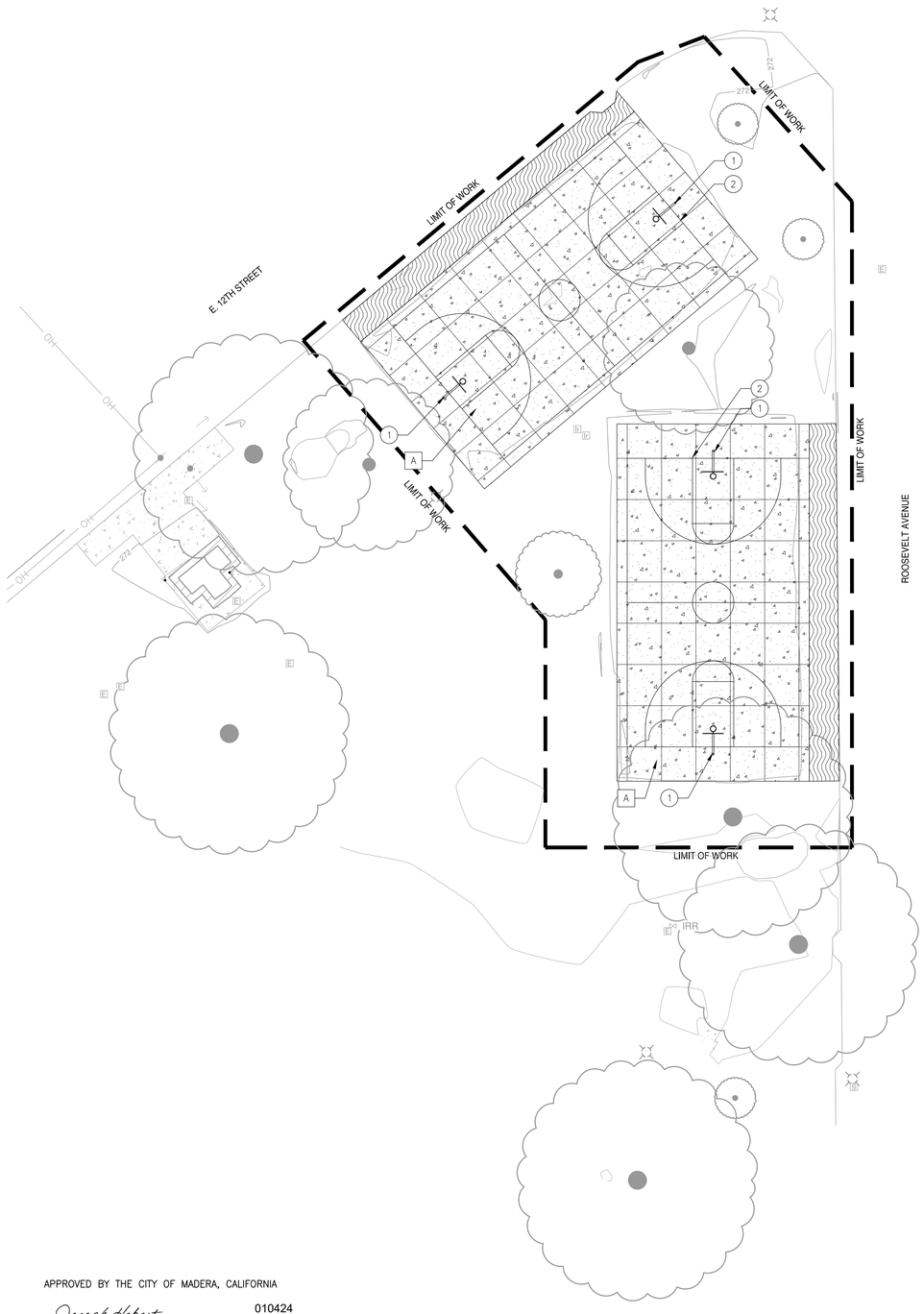

SITE FEATURE SCHEDULE

ITEM	DESCRIPTION / MODEL	COLOR	QUANTITY	MANUFACTURER / SUPPLIER / INFORMATION	DET REF.
1	BASKETBALL POST, BACKBOARD & NET	STANDARD	4	FIRST TEAM BRUTE SYSTEM W/ 72" STEEL BACKBOARD / "BRUTEXCEL" / AMERICANSUPERSPORTS.COM / P: (972) 954-5790	3/L4.0
2	BASKETBALL COURT STRIPING	WHITE	1,277 LF	INSTALL PER DETAILS	4/L4.0

SITE FINISH SCHEDULE

FINISH	DESCRIPTION	COLOR	QUANTITY	PATTERN / INFORMATION	DET REF.
A	CONCRETE PAVING	STANDARD GRAY	11,647 SF	MEDIUM BROOM FINISH / DAVIS COLORS / DAVISCOLORS.COM / P: (800) 356-4848	1&2/L4.0
B	TURF REPLACEMENT OR OTHER SURFACING MATERIAL AS APPROVED BY THE CITY	N/A	1,697 SF	IRRIGATION EQUIPMENT TO BE MODIFIED WITH DRIP, IF MATERIAL IN AREA REMAINS AS TURF. CONTRACTOR SHALL CONFIRM WITH CITY.	–

REFERENCE KEY

SCHEDULE KEY	CONCRETE JOINT LEGEND
SITE FURNISHINGS # / SURFACING NUMBER #	EJ = EXPANSION JOINT SJ = TOOLED CONTROL JOINT CJ = COLD JOINT

GENERAL NOTES

1. COORDINATE INSTALLATION OF **SITE FURNISHINGS** WITH OTHER WORK OF **GRADING AND CONCRETE**.
2. ALL SITE FURNISHINGS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, AND ASSEMBLED AND INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS. SITE FURNISHING INSTALLATION SCHEDULE SHALL BE COORDINATED WITH OTHER CONTRACTORS TO AVOID CONFLICT AND POSSIBLE DAMAGE.
3. MANUFACTURER NAMED ITEMS ARE FOR STANDARD OF REFERENCE AND DO NOT NECESSARILY LIMIT SUPPLY TO NAMED MANUFACTURERS.
4. CONTRACTOR SHALL EXAMINE RELATED WORK AND SURFACES BEFORE STARTING WORK OF THIS SECTION AND SHOULD REPORT TO THE **LANDSCAPE ARCHITECT AND/OR CITY** IN WRITING ANY CONDITIONS WHICH WILL PREVENT THE PROPER PROVISION OF WORK. BEGINNING THE WORK OF THIS SECTION WITHOUT REPORTING UNSUITABLE CONDITIONS CONSTITUTES ACCEPTANCE OF CONDITIONS. ANY REQUIRED REMOVAL, REPAIR OR REPLACEMENT OF WORK CAUSED BY UNSUITABLE CONDITIONS SHALL BE DONE AT NO ADDITIONAL COST TO THE **CITY**.
5. CONTRACTOR SHALL PROVIDE CONSTRUCTION STAKING.
6. CONTRACTOR SHALL PROVIDE COMPACTION TESTING. REPORTS SHALL BE DELIVERED DIRECTLY FROM THE LAB TO THE OWNER OR OWNER REPRESENTATIVE.
7. ALL EARTHWORK, GRADING AND SOIL DELIVERY/REMOVAL SHALL BE PROVIDED BY THE CONTRACTOR.
8. ALL CONCRETE COLORS SHALL BE REVIEWED AND APPROVED BY **CITY** PRIOR TO INSTALLATION.
9. INTEGRAL COLOR CONCRETE SHALL BE CHROMIX ADMIXTURE BY L.M. SCOFIELD COMPANY, OR APPROVED EQUAL.
10. CONCRETE COLOR SEALER SHALL BE CURE SEAL BY L.M. SCOFIELD COMPANY, OR APPROVED EQUAL.
11. INSTALL INTEGRAL COLOR CONCRETE MIX AT MANUFACTURER'S RECOMMENDED RATES FOR SPECIFIED COLORS LISTED ABOVE.
12. APPLY COLOR SEAL TO COLORED CONCRETE BY MEANS, RATE AND TIMING AS RECOMMENDED BY MANUFACTURER.
13. CONTRACTOR SHALL PROVIDE A 6'X6' POURED SAMPLE OF **COLORED** CONCRETE, FINISH AND JOINTING TO OWNER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

APPROVED BY THE CITY OF MADERA, CALIFORNIA

Joseph Hebert 010424

BY: DATE:

N

0 10 20 40

SCALE: 1" = 20'

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Modesto, CA 95350
odellengineering.com

LANDSCAPE IMPROVEMENT PLANS
MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION
MADERA, CALIFORNIA

SITE FEATURES AND FINISHES PLAN

LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA #5410
Signature
06/31/25
Renewal Date
12/12/2023
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL
DRAWN:	TL
CHECKED:	SK
SCALE:	1"=20'
DATE:	12/12/2023
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FILE NO.:	42640-SF.DWG

SHEET NO.
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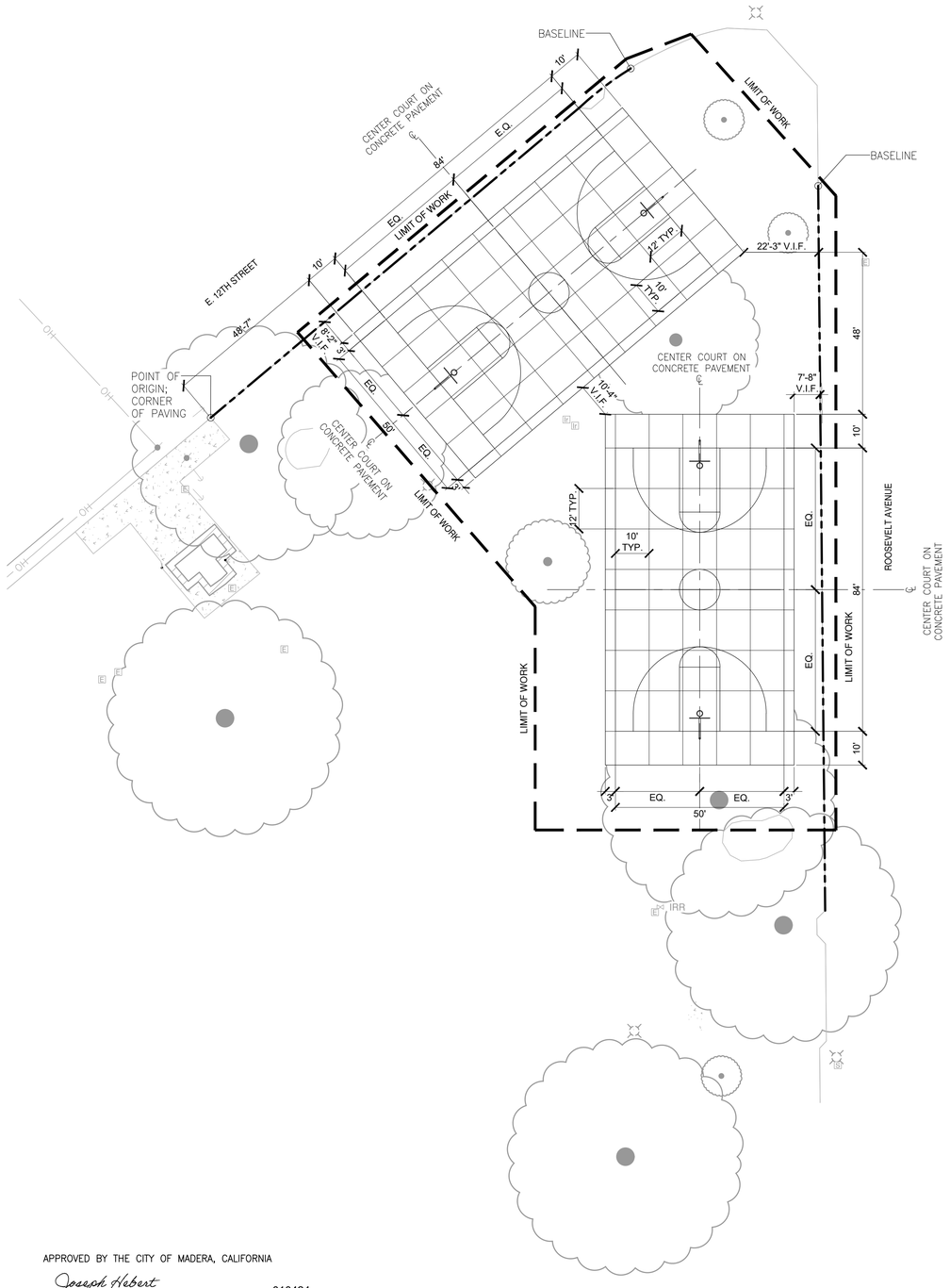

HORIZONTAL CONTROL LEGEND

EQ	EQUAL
LENGTH	DIMENSION, TYP.
	BASELINE, TYP.
O	POINT OF ORIGIN
	SAWCUT EXPANSION JOINTS

ABBREVIATIONS

CL	CENTERLINE
EQ	EQUAL
V.I.F.	VERIFY IN FIELD

APPROVED BY THE CITY OF MADERA, CALIFORNIA

Joseph Hebert 010424

BY: DATE:

N

0 10 20 40

SCALE: 1" = 20'

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LANDSCAPE IMPROVEMENT PLANS
MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION

MADERA, CALIFORNIA

HORIZONTAL CONTROL PLAN

LICENSED LANDSCAPE ARCHITECT
SAMIR KHANNA #5105
Signature
05/31/25
Renewal Date
12/12/2023
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL
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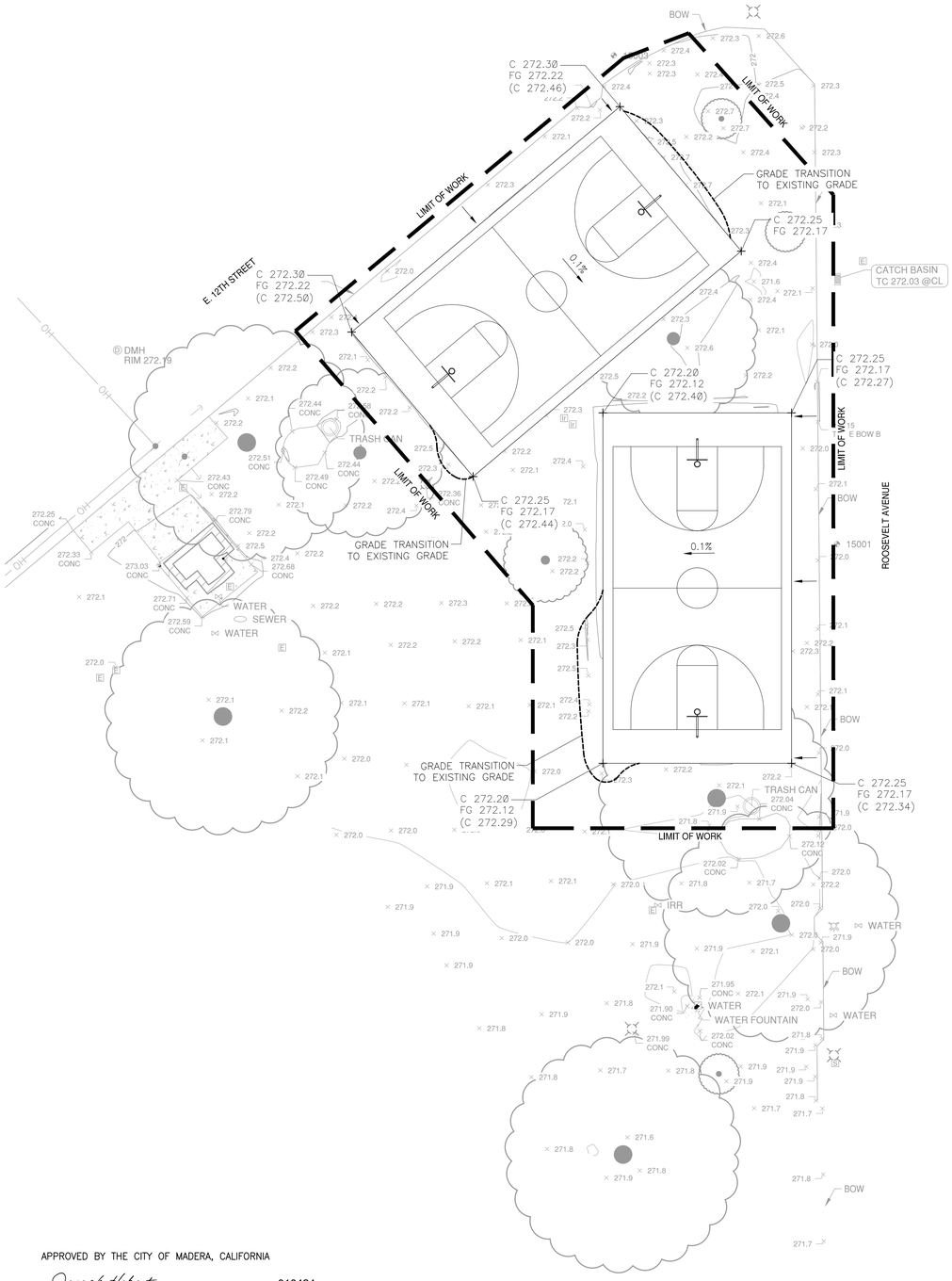


APPROVED BY THE CITY OF MADERA, CALIFORNIA

Joseph Hebert 010424

BY: DATE:

GRADING LEGEND

--------	GRADE BREAK/RIDGE LINE
268.52 C	PROPOSED ELEVATION
(268.52 C)	EXISTING ELEVATION
←	SLOPE DIRECTION

ABBREVIATIONS

BOW	BACK OF WALK
C/CONC	CONCRETE
DMH	DRAIN MANHOLE (UTILITY)
FG	FINISH GRADE
IRR	IRRIGATION (UTILITY)
OH	OVERHEAD WIRE (UTILITY)

SURVEY CONTROL

HORIZONTAL DATUM
NORTH AMERICAN DATUM OF 1983 (NAD83).

COORDINATE SYSTEM
COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE III.

VERTICAL DATUM
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

PROJECT BENCHMARK
FOUND CITY OF MADERA BENCHMARK #64, THE TOP NUT ON A FIRE HYDRANT, WITHIN A CHURCH YARD, LOCATED APPROXIMATELY 80' NORTHWEST OF THE ROOSEVELT AVENUE AND EAST 12TH STREET INTERSECTION, 35' SOUTHWEST OF THE CHURCH ENTRANCE, AND 14' NORTHEAST OF THE BOW.
ELEVATION = 274.81 FEET (NAVD88)

CONTROL POINT TABLE

POINT	NORTHING	EASTING	DESCRIPTION
15001	1807475.34	6694091.62	SET CHISELED X
15002	1807447.78	6693819.30	SET CHISELED X
15003	1807620.36	6694025.39	SET CHISELED X

SURVEY NOTES:

1. THE FIELD WORK FOR THIS SURVEY WAS CONDUCTED IN SEPTEMBER 2023.
2. NO ATTEMPT WAS MADE TO IDENTIFY THE NATURE OF USE OF UNDERLYING LAND SHOWN HEREON. ANY POTENTIAL PAST USES, INCLUDING THOSE WHICH MAY HAVE RESULTED IN SIGNIFICANT ENVIRONMENTAL OR CULTURAL IMPACTS, WERE NOT ASSESSED BY THIS SURVEY.
3. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ON THIS SITE, IT IS ADVISED THAT ALL INVOLVED PARTIES REVIEW SECTION 8771 AND SECTION 8725 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND SECTION 605 OF THE CALIFORNIA PENAL CODE TO ENSURE THAT MONUMENT CONSERVATION HAS BEEN PROPERLY ADDRESSED.
4. NOTHING ON THIS SURVEY SHALL BE INTERPRETED IN A MANNER CONTRARY TO THESE STATEMENTS.
5. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SURFACE-VISIBLE STRUCTURES, FACILITIES, AND FEATURES OBSERVED AT THE TIME OF THE FIELD SURVEY. SUBSURFACE OBJECTS, IF ANY, WERE NOT LOCATED BY THIS SURVEY.
6. NO BOUNDARY SURVEY WAS PERFORMED AS PART OF THIS SURVEY.

CALL BEFORE YOU DIG 1-800-642-2444

N

0 10 20 40
SCALE: 1" = 20'

100% BID SET

811 Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

LANDSCAPE IMPROVEMENT PLANS
MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION
MADERA, CALIFORNIA

GRADING PLAN

LICENSED LANDSCAPE ARCHITECT
RAMIN KHANNA #6388
Signature
05/31/25
Renewal Date
12/12/2023
Date
STATE OF CALIFORNIA

APPROVED:

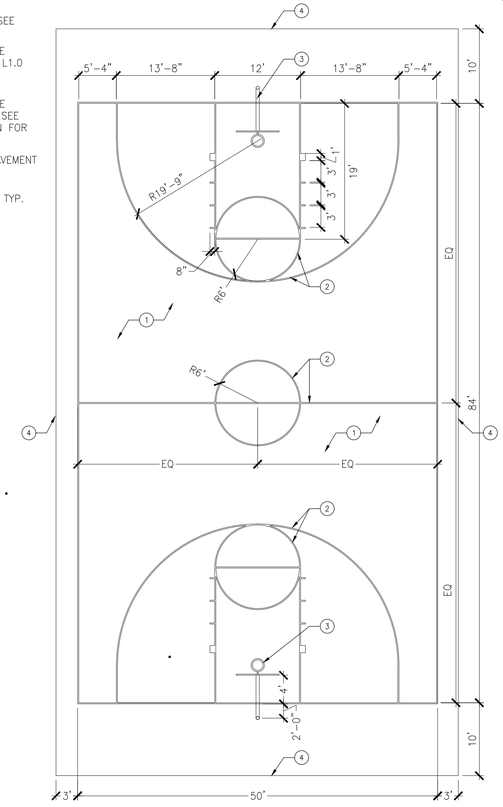
DESIGNED:	TL
DRAWN:	TL
CHECKED:	SK
SCALE:	1"=20'
DATE:	12/12/2023
JOB NO.:	42640
FILE NO.:	42640-GR.DWG

SHEET NO.
L3.0
OF
6

T:\42640 McNally Park Basketball Courts Reconstruction PW\Landscape\ConstPlans\42640-GR.dwg tl 16:49:11 12/11/2023

1. CONCRETE PAVEMENT, SEE DETAIL 1, THIS SHEET
2. STRIPING, TYP. SEE SITE FINISHES PLAN, SHEET L1.0 FOR COLOR.
3. BASKETBALL POST W/ BACKBOARD & NET, SEE DETAIL 3, THIS SHEET. SEE SITE FURNISHINGS PLAN FOR MODEL.
4. EDGE OF CONCRETE PAVEMENT

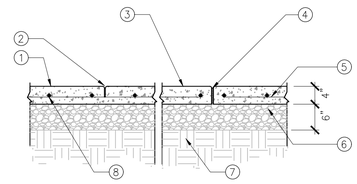
NOTE:
A. ALL STRIPING WIDTH 2" TYP.



4 BASKETBALL COURT LAYOUT PLAN

NOT TO SCALE

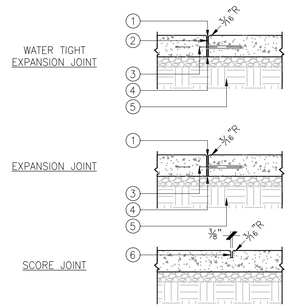
1. FINISH SURFACE OF CONCRETE
2. CONTROL JOINT
3. SEE SITE FINISHES PLAN FOR CONCRETE COLOR AND FINISH
4. EXPANSION JOINT; SEE PLANS
5. 4" CONCRETE PAVING
6. 6" AGGREGATE BASE COURSE. COMPACT TO 95% PER ASTM D1557
7. PROCESS AND PREPARE SUBGRADE. COMPACT UPPER 6" TO 95% PER ASTM D1557
8. #3 REBAR 16" O.C. MAX. (BOTH WAYS) NO CLOSER THAN 3" FROM EDGE OF CONCRETE



1 4" REINFORCED CONCRETE PAVING

NOT TO SCALE

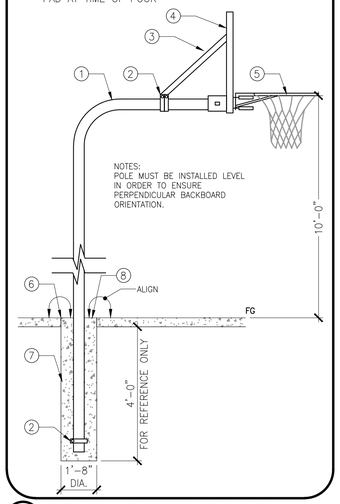
1. ELASTOMERIC SEALANT, MATCH TO COLOR OF CONCRETE SEE SPECIFICATIONS.
2. BACKER ROD
3. DOWEL, 1/2" DIA X 1'0" @ 2'0" O.C. GREASE SLEEVE ONE END.
4. PREFORMED EXPANSION JOINT FILLER, SEE SPECIFICATIONS.
5. SEE DETAIL FOR CONCRETE DEPTH AND SUB-GRADE PREPARATION.
6. TOOLED SCORE JOINT, ¼" DEEP.



2 CONCRETE JOINTS

NOT TO SCALE

1. 5⅝" O.D. HOT DIPPED GALVANIZED POLE
2. 5⅝" BAND CLAMP
3. BACKBOARD BRACE
4. GRAFFITI RESISTANT BACKBOARD (SEE SITE FURNISHINGS PLAN FOR MODEL)
5. RIM & NET (SEE SITE FURNISHINGS PLAN FOR MODEL)
6. CONCRETE SURFACE & ISOLATION JOINTS
7. 12" DIA 3,000 PSI CONCRETE FOUNDATION. INSTALL PER MANUFACTURER RECOMMENDATIONS.
8. ALL SUPPORT POSTS AND SLEEVES FOR THE BASKETBALL COURTS SHOULD BE SET IN CONCRETE PAD AT TIME OF POUR



3 BASKETBALL STANDARD INSTALLATION

NOT TO SCALE

APPROVED BY THE CITY OF MADERA, CALIFORNIA

Joseph Hebert 010424

BY: DATE:

100% BID SET

Know what's below. Call before you dig.

PLAN REVISIONS

NO.	DATE	REVISION

O'DELL ENGINEERING
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

LANDSCAPE IMPROVEMENT PLANS
MCNALLY PARK BASKETBALL COURTS RECONSTRUCTION
MADERA, CALIFORNIA

CONSTRUCTION DETAILS

LICENSED LANDSCAPE ARCHITECT
SHIVA KHANNA REESE
Signature
05/31/25
Renewal Date
12/12/2023
Date
STATE OF CALIFORNIA

APPROVED:

DESIGNED:	TL
DRAWN:	TL
CHECKED:	SK
SCALE:	NO SCALE
DATE:	12/12/2023
JOB NO.:	42640
FILE NO.:	42640-DT.DWG

SHEET NO.
L4.0
OF
6

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Madera City Council Meeting
February 7, 2024
Agenda Item: E-1

Select Proclamation Recipients for the Month of March 2024

Recommendation: Request for Council's selection of recipients for the Proclamation Recognizing Red Cross Month and the Proclamation Recognizing Women's History Month (Report by Alicia Gonzales)

There is no written report for this item.

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: E-2

SUBJECT:

Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Palestine

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation Affirming Madera's Commitment and Support for an Immediate and Permanent Ceasefire in all of Palestine

SUMMARY:

The City Council, during its regular meeting on August 2, 2023, adopted a policy governing the guidelines for City-issued Ceremonial Documents. This policy establishes the framework for the issuance of proclamations, ensuring a systematic and transparent process.

On December 20, 2023, the Council approved the 2024 List of Annual Proclamations, outlining the scheduled commemorations for the year. However, the policy allows for proclamations not identified on this list to be considered on a case-by-case basis, with a written request required 45 days before the requested presentation date.

In this context, Mr. Omair Javaid submitted a timely request on January 11, 2024, seeking a proclamation for a peaceful resolution to the Israel-Palestine conflict.

Significantly, during its meeting on January 17, 2024, the Council, by majority vote, directed staff to agendize the same item for discussion. In an effort to streamline the process, staff consolidated Mr. Javaid's request and Council direction, recognizing their shared focus on the

City issuing a proclamation for a ceasefire. Importantly, Mr. Javaid has expressed understanding and agreement with this approach.

With this unified proposal, staff seeks the Council's direction. If approved, staff will present a Proclamation at the February 21, 2024 Council meeting.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting at which the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased and funds were appropriated in the adopted budget.

ALTERNATIVES:

Council may direct staff to prepare a proclamation. If the majority vote is in the affirmative, staff will proceed with presenting the Proclamation at the February 21, 2024 Council meeting. In the alternative, Council may consider:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Proclamation Request: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

1. Email requesting a “Proclamation Affirming Madera’s Commitment and Support for an Immediate and Permanent Ceasefire in all of Palestine” from Mr. Omair Javaid dated January 11, 2024

a. Requests shall be in writing and made 45 days before the requested presentation date. At a minimum, request shall identify:
i. Desired date of issuance
Feb 7th, 2024

ii. To whom the Proclamation will be addressed:
The proclamation will be addressed to the City Council and City of Madera

iii. The purpose or reason for the Proclamation
To end the Genocide in Palestine and a call for a permanent ceasefire in Palestine Most importantly to ensure the safety and peace in the region, and to ensure the protection of Palestinian citizens and their right to live peacefully and justly.

iv. At least three (3), but no more than five (5), descriptive statements about the nature of the event/organization to be recognized.
1.Close to twenty five thousand Palestinians in Gaza and the West bank have been killed in a matter of weeks, of whom over 60% are children.
2. Gaza is in a dire humanitarian crisis that is getting worse with each passing day, with the only remaining hospitals running out of fuel and medical supplies, and over 2 million Palestinians are facing displacement, homelessness, ethnic cleansing and starvation;
3. 2.3 million Palestinians are relying on only ⅓ hospitals which is causing a healthcare crisis.
4.Due to Airstrikes 1.1 million people were forced to flee to the southern part of Gaza.
5. There is an extreme food and water crisis in Gaza.

v. How or why the recognition has local significance.
Palestinians are an integral part of this community and are personally, mentally and physically affected by these events. Palestinians are doctors and healthcare workers, lawyers, Pharmacists, entrepreneurs, educators and they have been personally affected by the genocide. Because of their devotion to serving the community, Palestenains also want to be acknowledged and have these atrocities made known.
Please see the below testimonials about how Palestinian families from Madera have been affected:
1. Dr. Theodore Nasar and Family: Retired Obgyn Doctor who practiced in Madera for over 40 years.
“We have been morally, physically and emotionally affected. My family was born in Jafa and our parents' house was destroyed and our land was taken. Then we were displaced to Lebanon. Recently several members of my son in law's family were killed by airstrikes in Gaza.”
2. Dr. Razan Kaileh and Family: Podiatrist who works and lives in Madera.
“ These events have been devastating for the community. We still have family in the West Bank and they are scared for their lives. My Uncle has cancer and cannot complete his treatment because hospitals have been destroyed. It has Created a fear with our family that the airstrikes will also happen in the West Bank as well.”

3. Zakariya (Zak) and Family: Zaks Security
“I am Palestinian and my family had to leave Jerusalem in 1948 when their homes were destroyed and their lands were taken. I am mentally disturbed and so sorry for the people and especially the babies.”

vi. Who will attend the City Council meeting to accept the Proclamation and anticipated number of participants: 50 people
Madera Islamic Center
-Sheikh Zia Rehman (Pastor)
-Omair Javaid (OutReach Coordinator)
and
- Yasir Amireh Founder Palestine Liberation Group

b. If consistent with these guidelines, requests shall be scheduled by staff for Council consideration at the next available City Council meeting.

c. At a regular or special City Council meeting, the Council may consider the request and provide direction to staff to proceed with a Proclamation by majority vote. If there is no action taken or the majority vote is not in the affirmative, the request is considered Denied.

d. If approved by the City Council at the initial meeting, The Mayor or their designee will present the Proclamation at a subsequent regular or special City Council meeting.
e. Signatures shall be reserved for Councilmembers who vote in the affirmative. For Council members that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five (5) business days prior to the meeting when the Proclamation will be issued.

PROCLAMATION OF THE CITY OF MADERA

RESOLUTION affirming Madera's Commitment and Support for an immediate and permanent ceasefire in all of Palestine

WHEREAS, the City of Madera, believes that all life is precious and that we stand united against violence; the City of Madera advocates for the safety, dignity, freedom, and equality of all people, regardless of religion, race, or nationality; and , 67% of American voters support a permanent ceasefire, according to an October 20th, 2023 'Data For Progress' poll, and want to see the U.S. leverage its diplomatic relationships "to prevent further violence and civilian deaths"; and

WHEREAS, More than 32 thousand Palestinians in Gaza and the West bank have been killed in a matter of weeks, of whom over 60% are children. Gaza is in a dire humanitarian crisis that is getting worse with each passing day, with the only remaining hospitals running out of fuel and medical supplies, and over 2 million Palestinians are facing displacement, homelessness, and starvation; and international organizations like Amnesty International, the United Nations, the World Health Organization, the US Agency for International Development (USAID), the International Rescue Committee, and many others have made a call for a permanent ceasefire in order to prevent the further loss of life of civilians and to be in accordance with international humanitarian law; and

WHEREAS, the City of Madera recognizes that the current crisis takes place within a long history and affirms that, for a pathway to lasting peace and justice to be developed, the root causes of the crisis need to be addressed.

WHEREAS,
RESOLVED that the City of Madera supports and joins other cities in calling on our Congress Members to demand: an immediate permanent ceasefire; release of all hostages, the unrestricted entry of humanitarian assistance into Gaza; the restoration of food, water, electricity, and medical supplies to Gaza; and the respect for international law; and calls for a resolution that protects the security of all civilians;

FURTHER RESOLVED that a copy of this resolution be sent throughout city councils in the San Joaquin Valley, to the offices of Assemblymember Esmeralda Soria, State Senator Anna Caballero, Representative John Duarte, Governor of California Gavin Newsom, Senator Laphonza Butler, Senator Alex Padilla, President Joe Biden, and Vice President Kamala Harris, urging them to take immediate action to use their position and influence to end violence.

Signed this 17th day of January 2024 on behalf of the entire city council.
Santos Garcia Mayor of the City of Madera

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: E-3

SUBJECT:

Caltrans State Route 145 Yosemite Avenue Project Update

RECOMMENDATION:

This report is submitted to the City Council (Council) to provide an update on the progress of the Caltrans State Route 145 Yosemite Avenue Project (Project)

SUMMARY:

Caltrans and their design consultant continue to work on the design of the Project. As the design progresses, the Caltrans team and City staff wish to provide an update regarding various aspects of the Project based on the direction previously provided by Council.

The Project features a road diet, pedestrian features, and transit accessibility. Items to be constructed with the Project include:

- Roundabouts
- Bike lanes
- Bus stops
- Lighting
- New sidewalk in areas where missing
- Widened sidewalks in certain downtown locations
- Landscaping in new medians and sidewalk areas
- Rectangular Rapid Flashing Beacons (RRFBs)

DISCUSSION:

City staff is continuing to work with Caltrans staff and their consultant to include as many of the improvements identified in the State Route 145 Yosemite Avenue as Downtown Main Street Plan (Downtown Plan), as adopted by Council on April 15, 2020, into the Project as possible. Cost estimates and 60 percent of design plans are nearing completion. The plans being prepared include:

- Widened sidewalks between E Street and B Street

- Replacing existing street lighting with decorative lighting fixtures
- Additional decorative street lighting fixtures where fixtures are missing
- Rectangular Rapid Flashing Beacons at certain unsignalized intersections
- Landscaping within the proposed median islands and along the street

As authorized by Council at the March 1, 2023, meeting, these added improvements can be at most $3 million. Currently, the estimate of $2.9 million is substantially in line with this value. A general overview of the improvements that will be included in the 60 percent plans are shown in Attachment 1.

Landscaping

At the May 17, 2023 Council meeting, Council provided direction to City staff about the type of landscaping envisioned along Yosemite Avenue as part of the Project. In partnership with their consultant, Caltrans has provided concept landscape plans that incorporate trees for shade and drought-tolerant vegetation in the Downtown District area. The Caltrans team has prepared a rough cost estimate for the proposed landscaping. Until finalized, it cannot be certain that the total costs of the requested enhancement will not exceed $3 million. The concept landscape plans are shown in Attachment 2.

Once the landscaping has been completed, it is anticipated it will be added to the City's Landscape Maintenance Services contract in the Downtown District area unless the Madera Downtown Association agrees to maintain it. That contract expires in 2025, prior to Caltrans completing the work, so this additional maintenance will not affect the current contract. The current annual cost for this area is approximately $6,100.

Lighting

Since the last update to Council, it was decided that decorative lighting would be installed along Yosemite Avenue in the Downtown District area to coincide with the lighting already installed throughout the area. An example of the existing decorative lighting is shown in Attachment 3. The additional lighting will provide illumination where previously missing. In addition to the new decorative light fixtures, the existing approximate 30-foot-tall cobra head poles will be removed and replaced with decorative lighting fixtures. This change will remove opportunities to install banners that hang over the street in this area.

Rectangular Rapid Flashing Beacons

RRFBs are to be constructed at the intersections of A and B Streets along Yosemite Avenue. The RRFBs will be installed on only one leg, with direction provided to the crosswalk.

Vehicle Turn Movements & Roundabouts

Left turn movements from the side streets of A Street and B Street will be removed. This is considered necessary given the anticipated side street delays increasing as traffic flow on Yosemite becomes more regular once a single lane is constructed, thus leaving fewer gaps in traffic for the left turn movements.

While working on the design of the roundabouts at D Street, C Street, and Lake Street, Caltrans has recently begun investigating where basements exist along Yosemite Avenue in the Downtown District area and their possible impacts on design. This was considered necessary as the design requires reconstruction of the sidewalk on certain legs of the roundabout that may be directly over basements. In areas like D Street south of Yosemite, basements are evident due to the existing skylights in the sidewalk. Initial efforts by Caltrans included surveying the extent of Yosemite in the Downtown area using ground penetrating radar (GPR). Unfortunately, the results only approximate areas in which basements may exist. They are well into reaching out to building owners to better define locations and possible impacts.

Property Owner Impacts

The Project design is not anticipated to have permanent property owner impacts along the Project on State Route (SR) 145. However, they will be affected by construction activities when the Project reaches the construction phase.

In the downtown area along Yosemite Avenue, property owners and businesses can expect to lose as many as 44 parking spaces particularly near the intersections planned for roundabouts, and bulb outs. The loss of parking is a direct result of maintaining proper sight distance in the vicinity of the roundabouts, constructing transitions into the roundabouts and to a lesser degree providing proper delineation of parking stalls.

The Madera Ford located at the southwest corner of Madera Avenue and G Street may also experience impacts, including loss of street parking, depending on their current practices of off-loading of new cars and the plans they have relative to future construction shown on plans approved by the City on September 9, 2021. Given the type of transportation facility and reasonable expectation that traffic will progressively increase, Caltrans plans will not be designed to accommodate off-loading of vehicles on SR 145 (Madera Avenue at this location) though the design attempts to provide accommodations for vehicle haulers to turn onto G Street (westbound to northbound) adjacent to Madera Ford. A concept plan of improvements to occur at this intersection is shown in Attachment 4.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as a result of assigning transportation funds toward the Project for the added improvements. Additional funding for landscape maintenance might come from the Downtown Association fund, which is not supported by the General Fund.

ALTERNATIVES:

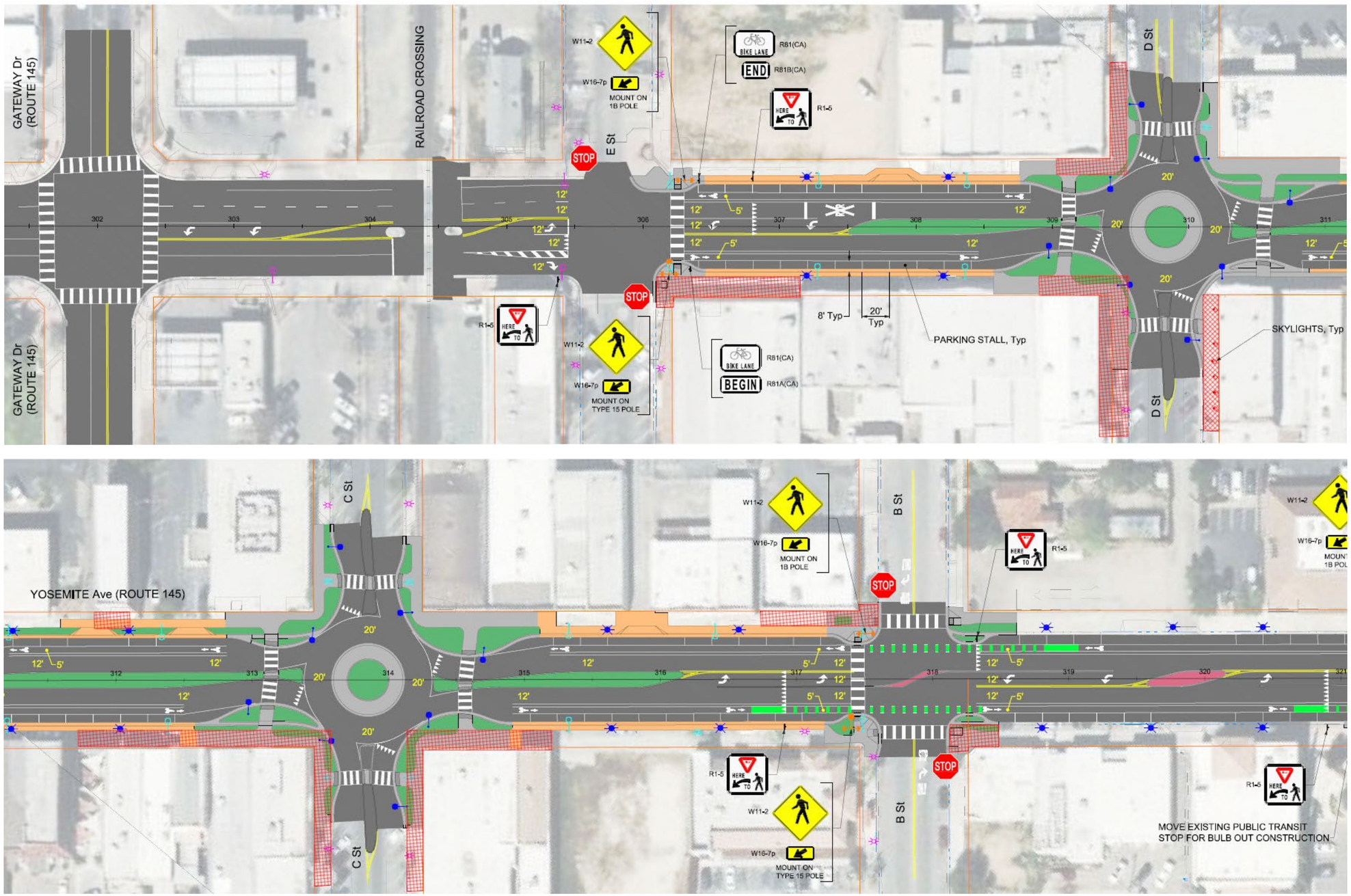
The current design is progressing based on previously agreed-upon concepts. Alternatives for landscaping and aesthetics will be considered as part of the Council's discussion.

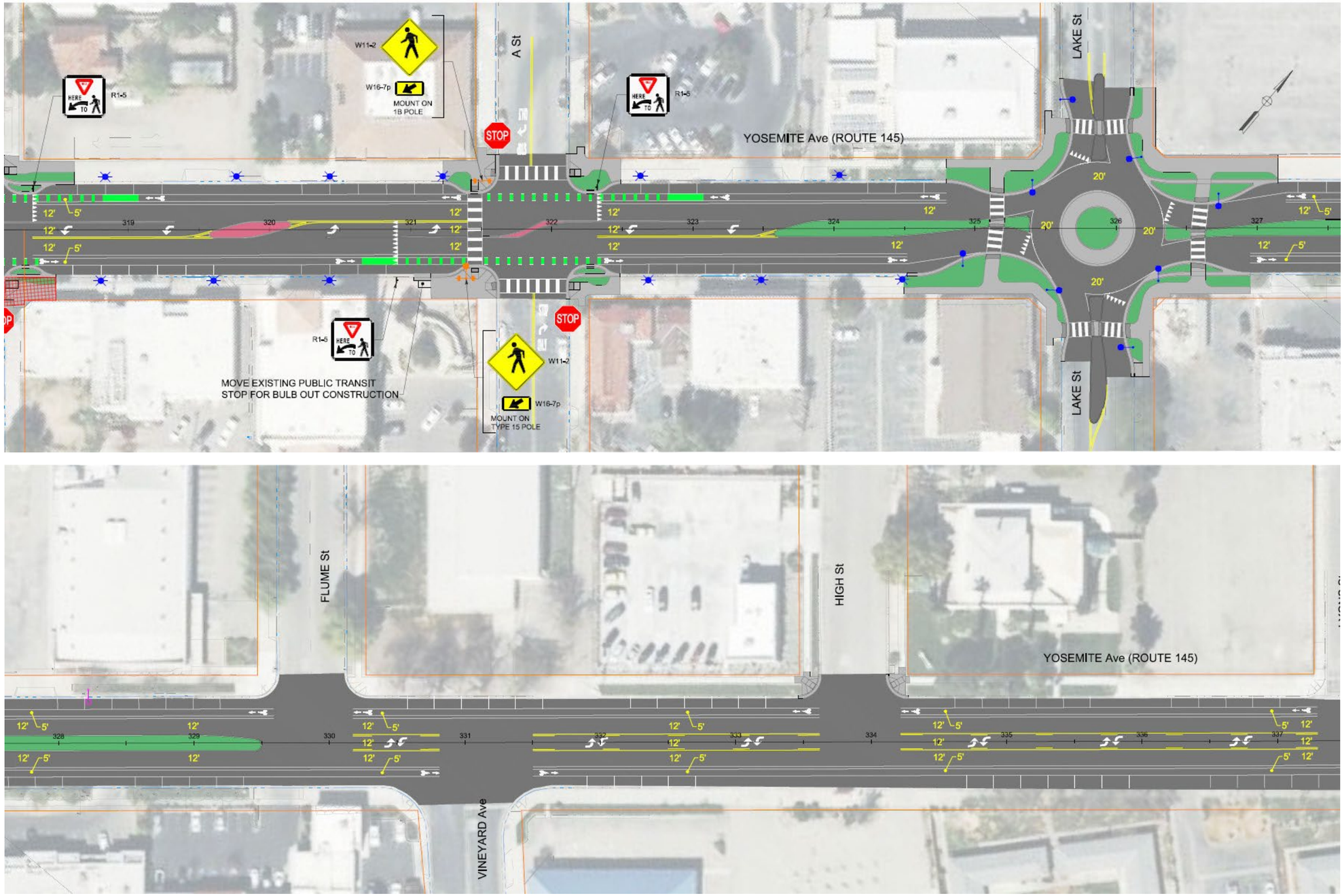
ATTACHMENTS:

1. Yosemite Avenue Improvements
2. Concept Landscape Plan
3. Decorative Lighting Examples
4. Madera Avenue/G Street Improvements

Attachment 1

Yosemite Avenue Improvements


GATEWAY Dr (ROUTE 145)
RAILROAD CROSSING
W11-2
W16-7p
MOUNT ON 1B POLE
R81(CA)
BIKE LANE
END
R81B(CA)
R1-5
HERE TO
E St
STOP
D St
20'
12'
5'
8' Typ
20' Typ
PARKING STALL, Typ
SKYLIGHTS, Typ
BEGIN
R81A(CA)
MOUNT ON TYPE 15 POLE
YOSEMITE Ave (ROUTE 145)
C St
B St
MOVE EXISTING PUBLIC TRANSIT STOP FOR BULB OUT CONSTRUCTION


A St
LAKE St
YOSEMITE Ave (ROUTE 145)
W11-2
W16-7p
MOUNT ON
1B POLE
R1-5
STOP
MOVE EXISTING PUBLIC TRANSIT
STOP FOR BULB OUT CONSTRUCTION
MOUNT ON
TYPE 15 POLE
FLUME St
HIGH St
VINEYARD Ave
12'
5'
20'

LEGEND:

- KNOWN OR SUSPECTED BASEMENTS

CALTRANS IMPROVEMENTS LEGEND:

- EXISTING R/W
- PROPOSED PAVEMENT (CAPM GRIND & OVERLAY)
- PROPOSED SIDEWALK / BULB-OUT / ROUNDABOUT TRUCK APRON / MEDIAN CURB
- PROPOSED MEDIAN HARDSCAPE
- STOP SIGN TRAFFIC CONTROL
- NEW ROUNDABOUT STREET LIGHTS (REPLACES EXISTING TRAFFIC SIGNAL LIGHTING)

CITY IMPROVEMENTS LEGEND:

- PROPOSED SIDEWALK WIDENING
- PROPOSED LANDSCAPE
- EXISTING STREET LIGHT TO REMAIN
- EXISTING STREET LIGHT TO BE REMOVED
- NEW DECORATIVE STREET LIGHT
- EXISTING DECORATIVE STREET LIGHT TO REMAIN
- RECTANGULAR RAPID FLASHING BEACON ON TYPE 15 STANDARD
- RECTANGULAR RAPID FLASHING BEACON ON TYPE 1B STANDARD

Attachment 2

Concept Landscape Plan

CONCEPT GRAPHICS SCHEDULE

SCULPTURE

TAKEOFF: 3

REFERENCE NOTES SCHEDULE FUNDING MEDIAN

SYMBOL	MULCH DESCRIPTION	QTY
	COBBLE (4"-8")	1,713 SF

SYMBOL	UNIT PAVING DESCRIPTION	QTY
	INTERLOCKING PAVERS	2,241 SF

SYMBOL	MULCH DESCRIPTION	QTY
	ORGANIC RECYCLED MULCH-3" DEPTH	132.08 CY

REFERENCE NOTES SCHEDULE FUNDING SIDEWALKS

SYMBOL	SITE AMENITIES DESCRIPTION	QTY
	TREE WELL	64

SYMBOL	UNIT PAVING DESCRIPTION	QTY
	INTERLOCKING PAVERS	2,892 SF

SYMBOL	MULCH DESCRIPTION	QTY
	ORGANIC RECYCLED MULCH-3" DEPTH	119.1 CY

CONCEPT PLANT SCHEDULE FUNDING MEDIAN

	SIDEWALK TREE SMALL, DECIDUOUS, FLOWERING	3
	MEDIAN TREE LARGE, SHADE	26
	PALM TREE ACCENT	18
	GROUNDCOVER EVERGREEN, FLOWERING	661
	HEDGE SMALL/LARGE, FORM AND FUNCTION	166
	GRASS ACCENT, MOVEMENT	18

CONCEPT PLANT SCHEDULE FUNDING SIDEWALKS

	SIDEWALK TREE SMALL, DECIDUOUS, FLOWERING	69
	MEDIAN TREE LARGE, SHADE	2
	GROUNDCOVER EVERGREEN, FLOWERING	332
	HEDGE SMALL/LARGE, FORM AND FUNCTION	370
	GRASS ACCENT, MOVEMENT	158

project:

SR 145
E STREET
TO
LAKE STREET

client:

CITY OF MADERA

designlab 252
P.O. Box 27616 Fresno, CA 93729
Studio: 559.472.9966 Fax: 559.472.9969

LICENSED LANDSCAPE ARCHITECT
Patrick Boyd, No. 4824
Exp. 31, 2025
10/18/2023
STATE OF CALIFORNIA

drawn by: KJ **checked by:** PB

submittal:	date:
No. 1	10/18/2023
No. 2	12/21/2023
No. 3	XX/XX/XXXX
No. 4	XX/XX/XXXX

scale: 1"=50-0"

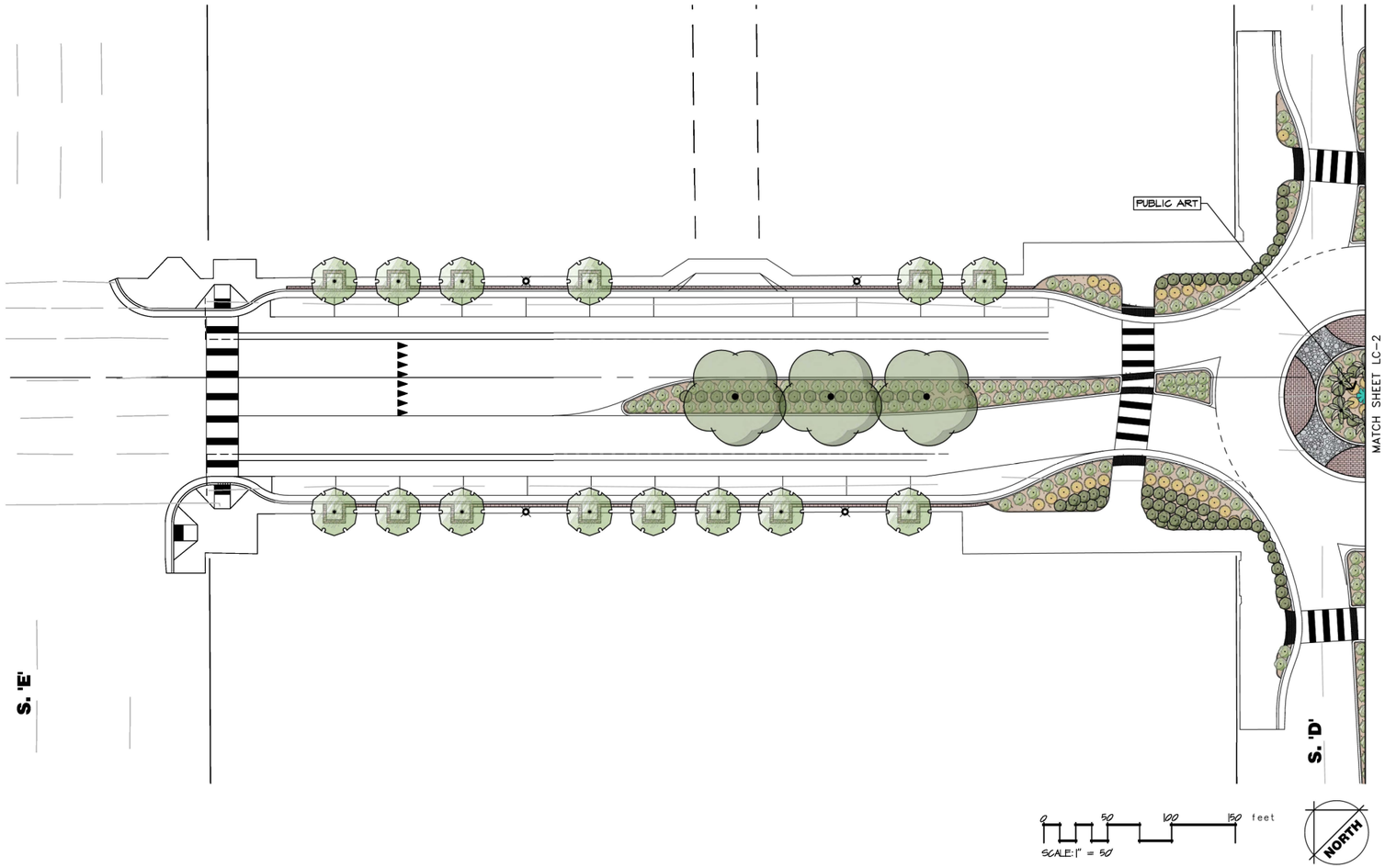
sheet title:

STREETSCAPE CONCEPT

sheet no.

LC-1

project no. 22-07-012



project:

SR 145
E STREET
TO
LAKE STREET

client:

CITY OF MADERA

designlab 252
P.O. Box 27616 Fresno, CA 93729
Studio: 559.472.9966 Fax: 559.472.9969

LICENSED LANDSCAPE ARCHITECT
Patrick Boyd, No. 6583
10/18/2023
STATE OF CALIFORNIA

drawn by:	checked by:
KJ	PB

submittal:	date:
No. 1	10/18/2023
No. 2	12/21/2023
No. 3	XX/XX/XXXX
No. 4	XX/XX/XXXX

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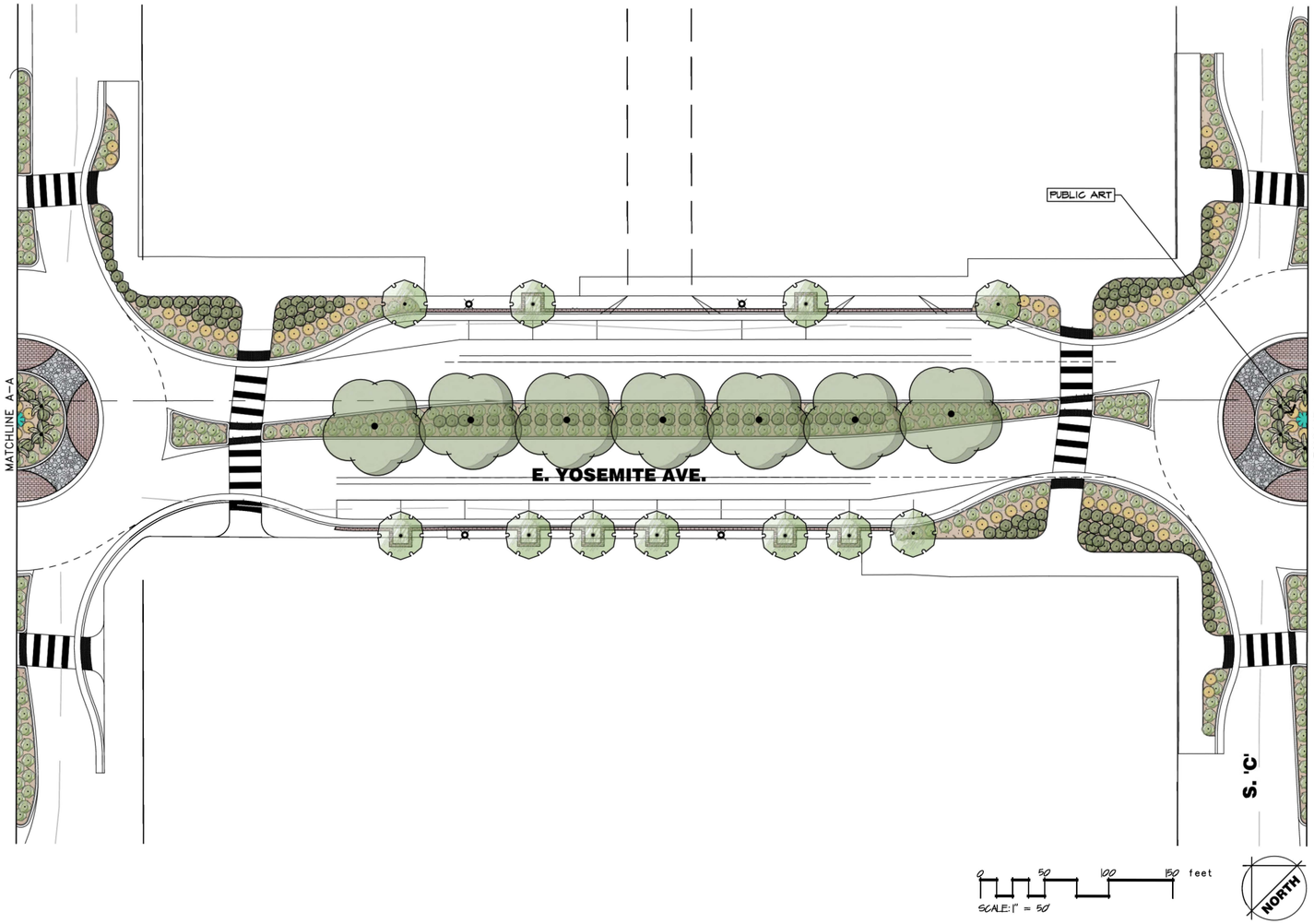
sheet title:

STREETSCAPE CONCEPT

sheet no.

LC-1

project no. 22-07-012



project:
SR 145
E STREET
TO
LAKE STREET

client:
CITY OF MADERA

designlab 252
P.O. Box 27616 Fresno, CA 93729
Studio: 559.472.9966 Fax: 559.472.9969

LICENSED LANDSCAPE ARCHITECT
Patrick Boyd, No. 4593
Renewal
10/31/2025
10/18/2023
STATE OF CALIFORNIA

drawn by:	checked by:
KJ	PB

submittal:	date:
No. 1	10/18/2023
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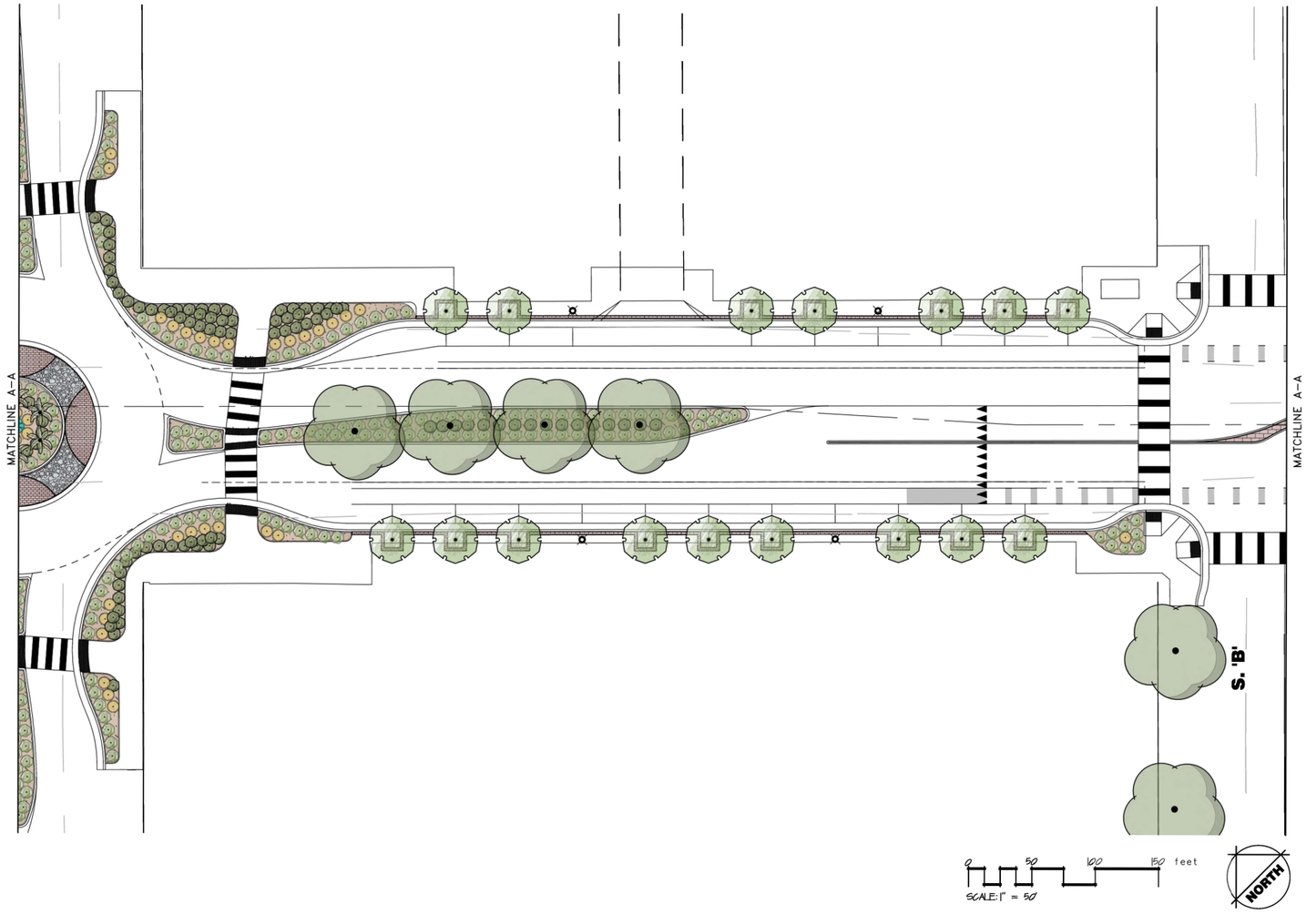

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client:

CITY OF MADERA

designlab 252
P.O. Box 27616 Fresno, CA 93729
Studio: 559.472.9966 Fax: 559.472.9969

LICENSED LANDSCAPE ARCHITECT
Patrick Boyd, No. 4823
Renewal
JUL 31, 2025
10/18/2023
STATE OF CALIFORNIA

drawn by:	checked by:
KJ	PB

submittal:	date:
No. 1	10/18/2023
No. 2	12/21/2023
No. 3	XX/XX/XXXX
No. 4	XX/XX/XXXX

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sheet title:

STREETSCAPE CONCEPT

sheet no.

LC-1

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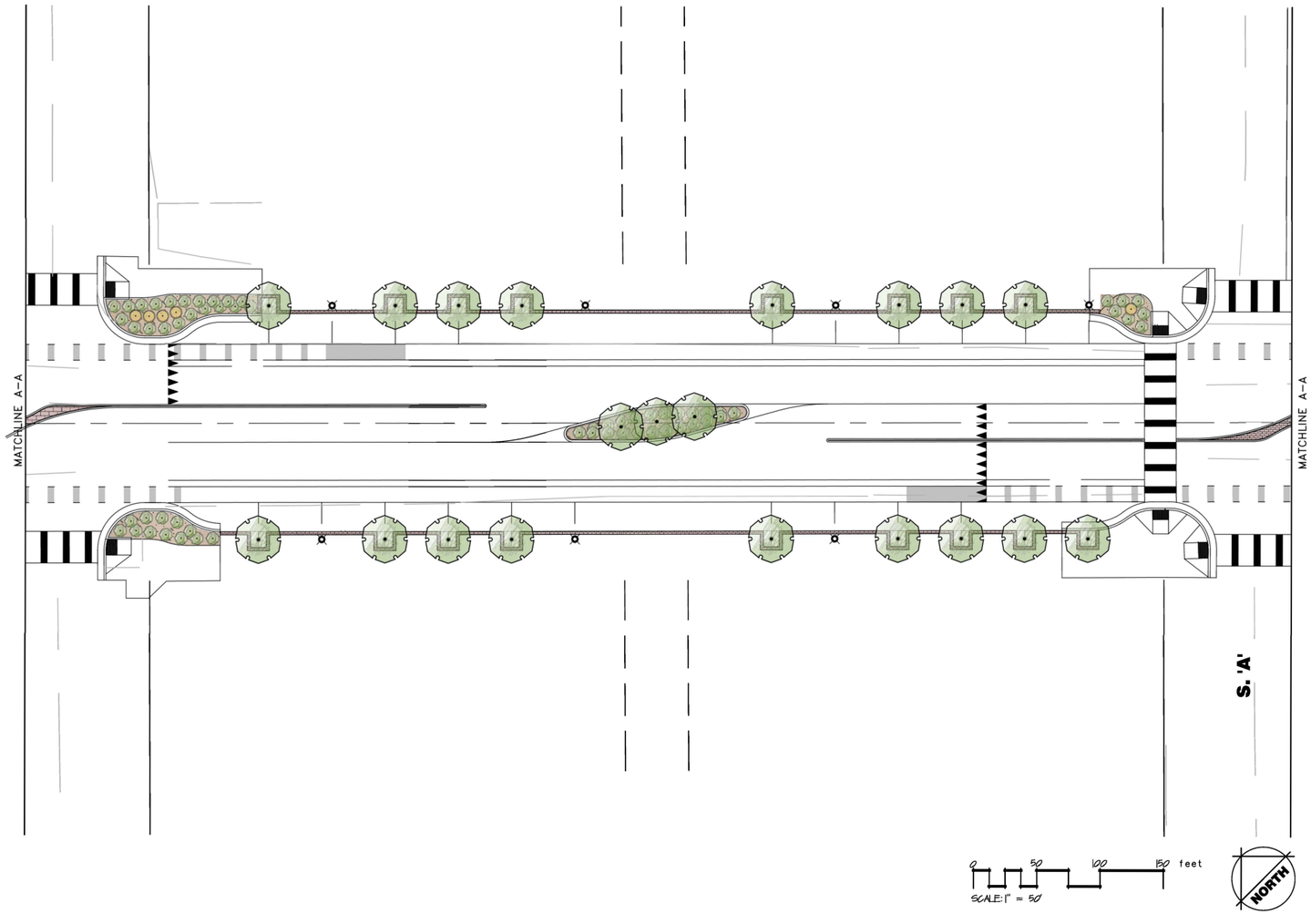

project:
SR 145
E STREET
TO
LAKE STREET

client:
CITY OF MADERA

designlab 252
P.O. Box 27616 Fresno, CA 93729
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Patrick Boyd, No. 4593
Renewal
10/31/2025
10/18/2023
STATE OF CALIFORNIA

drawn by:	checked by:
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STREETSCAPE CONCEPT

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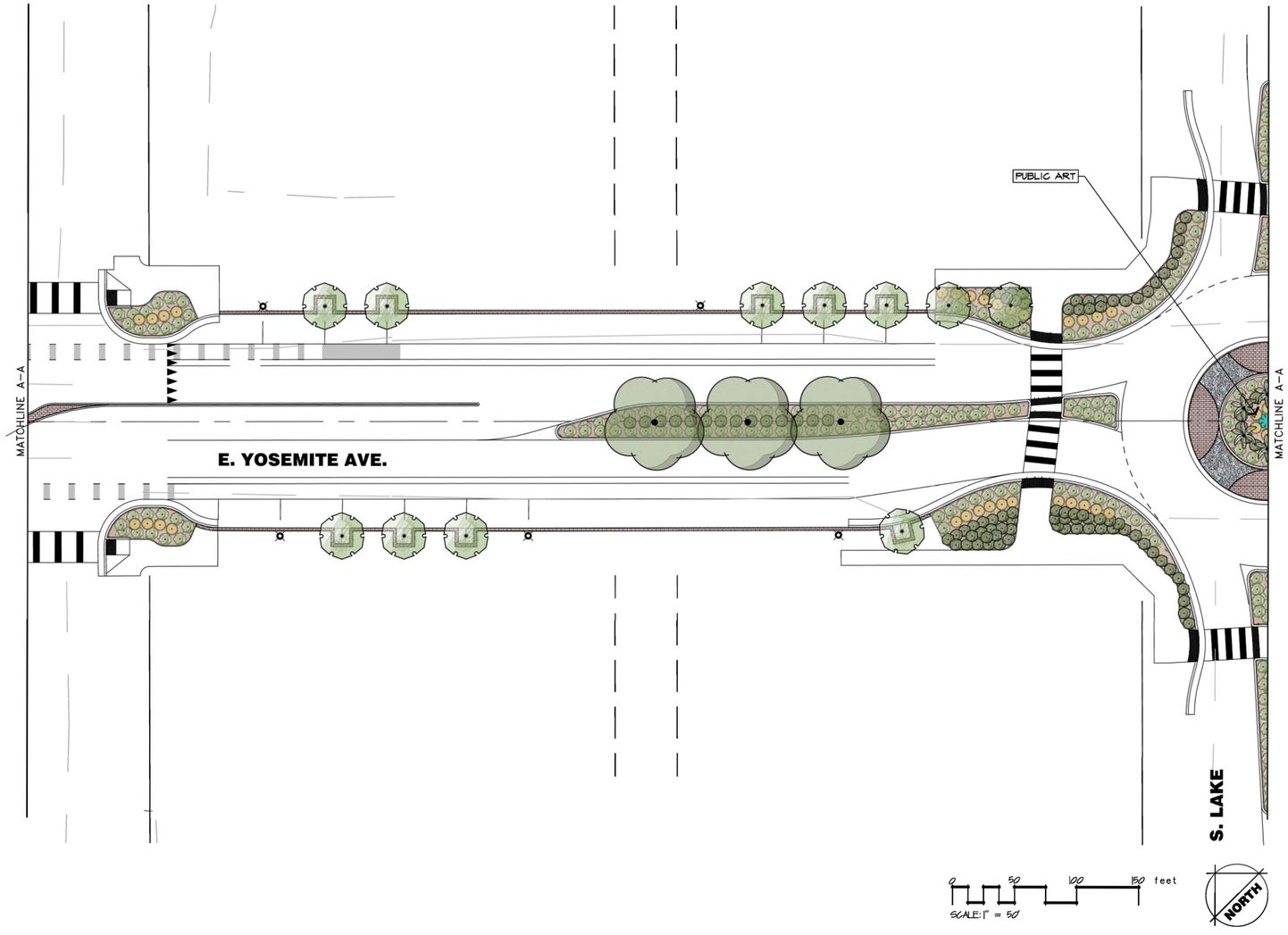

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Patrick Boyd, No. 4593
Renewal
10/31/2025
10/18/2023
STATE OF CALIFORNIA

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KJ	PB

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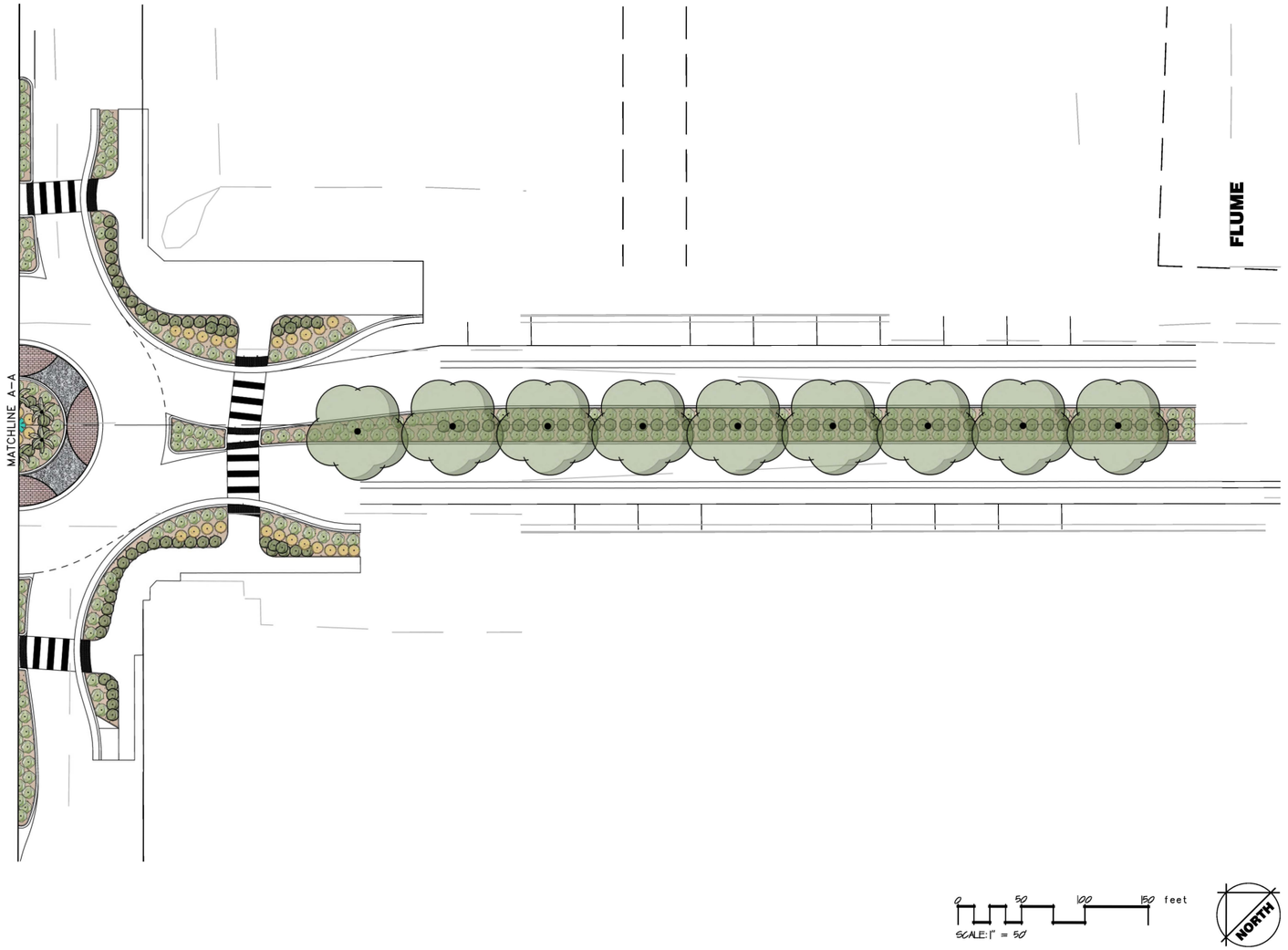

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LICENSED LANDSCAPE ARCHITECT
Patrick Boyd, No. 4593
Exp. 8/31/2025
10/18/2023
STATE OF CALIFORNIA

drawn by:	checked by:
KJ	PB

submittal:	date:
No. 1	10/18/2023
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STREETSCAPE CONCEPT

sheet no.

LC-1

project no. 22-07-012

Attachment 3

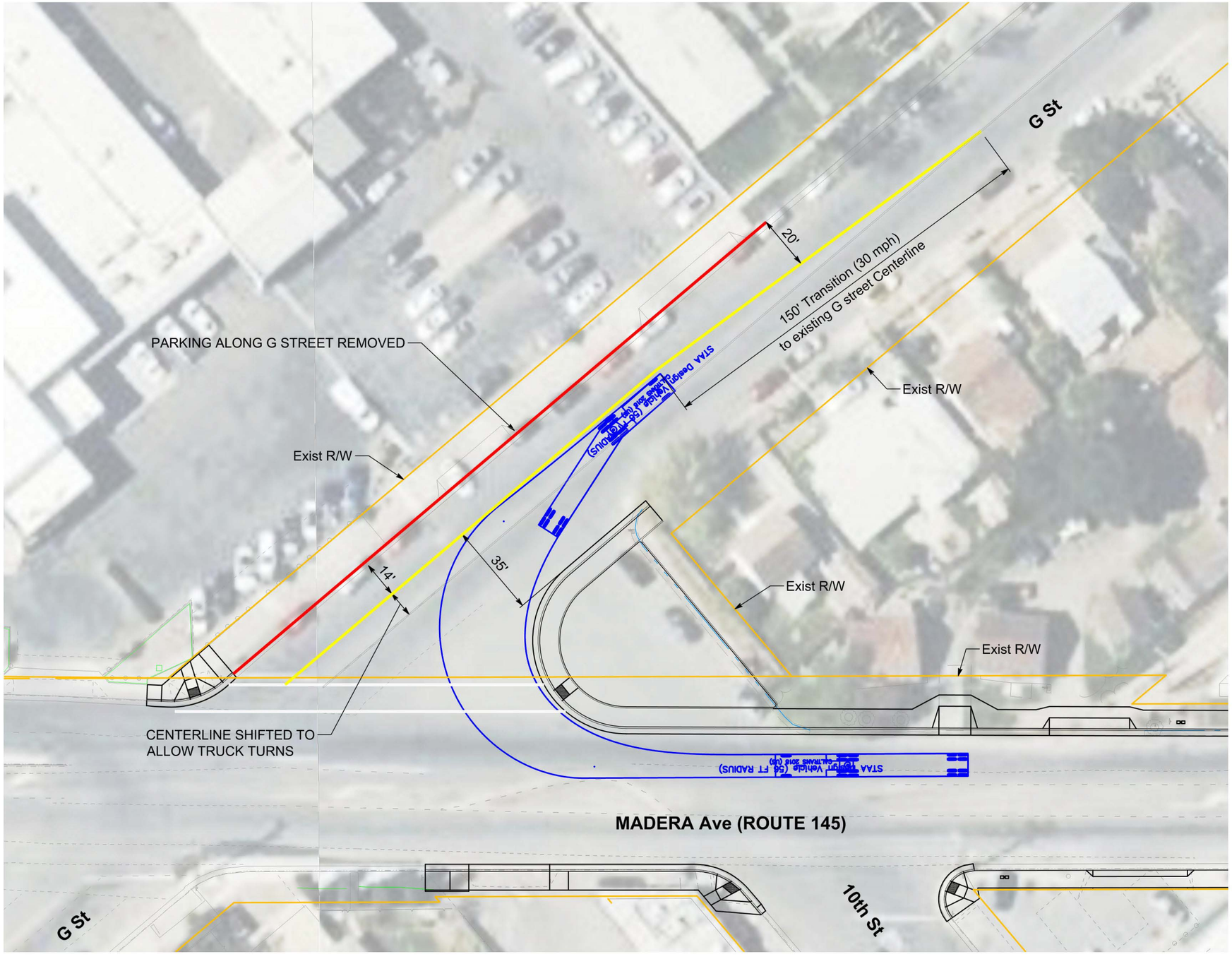
Decorative Lighting Examples

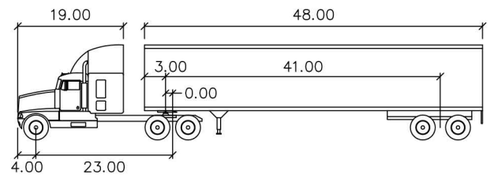
B Street, South of Yosemite

Yosemite, West of B Street

Attachment 4

Madera Avenue/G Street Improvements





STAA Design Vehicle (56 FT RADIUS)

feet

Tractor Width	: 8.50	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 26.1
Tractor Track	: 8.50	Articulating Angle	: 70.0
Trailer Track	: 8.50		

TRUCK PROFILE

Dewberry

TRUCK TURN EXHIBIT
MADERA AVE (ROUTE 145) & G STREET

JANUARY 2024 SCALE: 1"=20'

REPORT TO CITY COUNCIL

Approved by: Justin Macomb

Assistant Chief Justin Macomb

Arnoldo Rodriguez, City Manager

Council Meeting of: February 7, 2024

Agenda Number: E-4

SUBJECT:

Informational Report on Madera City Fire Activities

RECOMMENDATION:

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

SUMMARY:

On January 17th, 2024 Council requested an update on Fire Department activities. The Fire Department is responsible for managing multiple programs including Vehicle Maintenance, the City's Fire Hydrants, Fire and Life Safety Inspections, Facility Maintenance, and Personal Protective Equipment. This item aims to furnish the City Council with a summary of the Fire Department's recent endeavors, ensuring a clear understanding of the department's vital contributions to the community's safety and well-being.

DISCUSSION:

The Fire Department is responsible for managing multiple programs that contribute to the overall Health and Safety of its employees and members of the community. Each program has unique requirements that are regulated by both Federal and State agencies that rely on established law and best practices from industry experts.

Fire Equipment

As Council is aware, the City owns and maintains a fleet of fire engines and trucks. The difference between a fire engine and a fire truck is that a truck is designed with a ladder on top and may be used for rescue, forced entry, and ventilation, whereas an engine typically carries more equipment and lacks the ladder. Typically, a truck is more expensive than an engine. In terms of engines, some common types are identified in Table 1.

Table 1: *Fire Engine Types*	
Type	*Brief Description*
1	▪ Most common fire truck in use today ▪ Typically responds to structural fires ▪ Usually transports up to 4 firefighters
2	▪ More common in rural areas ▪ May be used for structural fires, but also grass fires ▪ Usually transports up to 3-4 firefighters
3	▪ Wildland engine ▪ Has the ability to drive in rough terrain ▪ Common in rural areas
4	▪ Wildland engine ▪ Similar to Type 3, but smaller pump and less hose
5, 6, 7	▪ Typically pick-up truck-based with 4-wheel drive ▪ Used heavily for the initial fire suppression response

Engines respond as first out from one of the City's three stations, while older engines are kept on reserve to be made available when one of the primary engines is out of service or for routine maintenance. The new engine would serve as the frontline engine, and the existing frontline engine would be moved into reserve status.

The City's fleet is summarized in Table 2.

Table 2: *Existing Equipment by Station*				
Station	*Equipment*	*Type*	*Model Year*	*Status*
56	Engine 56	1	2016	Frontline
	Engine 656 (squad truck)	6	2009	Frontline
	All-Terrain Vehicle (river access)	N/A	2019	Frontline
	Command Pick-up Truck	N/A	2017	Command
57	Engine 57	1	2008	Frontline
	Engine 257 (to be replaced)	1	1990	Reserve
	New Engine 57 (has not been placed into action due to lack of equipment)	1	2022	Frontline TBD
58	Ladder Truck 58	1	2017	Frontline
	Engine 258	1	2002	Reserve
	Command Pick-up Truck	N/A	2023	Command
	Utility Pick-up Truck	N/A	2006	Utility

The maintenance required is scheduled into 3 categories (A, B, C) of services to ensure vehicles remain safe and compliant with Department of Transportation regulations. This year, the City has completed all three categories of maintenance and additional preventative repairs of all Type 1 engines. It should be mentioned that Truck 58 and the Type 6 are currently being serviced.

It's worth highlighting that the City established an equipment replacement program in 2019, demonstrating a forward-thinking approach to maintaining modern and reliable equipment. Council has provided annual funding for this program which has ensured the City's ability to acquire up-to-date equipment. However, recent cost increases have prompted a prudent reassessment of the annual allocation.

Fire Hydrants

Fire hydrants are a vital component to any municipal fire suppression system. There are in excess of 2,000 public and private hydrants in the City. Over the last year, the Firefighters have flowed and serviced 2,058 hydrants. Moreover, the team utilized GPS technology to pinpoint the exact location of each hydrant. This information was meticulously documented in a detailed spreadsheet, providing a comprehensive overview of the status of each hydrant. By employing cutting-edge technology and thorough record-keeping, the Fire Department aims to ensure the optimal functionality and accessibility of these crucial assets, contributing to the overall effectiveness of emergency response efforts within the community.

Out-of-service hydrants have had a black ring placed around their discharge valve. The data has been shared with the City's Water Division and plans are in place to commence repairs based on priority, proximity to operable hydrants, etc. Moving forward, the team is drafting a flow test schedule. The goal is to have all hydrants serviced and flow tested on a five-year rotation in accordance with NFPA and ISO standards. A colored ring will be applied to each hydrant that coincides with the tested flow rate.

Technology Enhancements & Post-occupancy Inspections

On May 3rd, 2023, the City Council approved the acquisition of Tyler Technologies Fire Prevention Mobile software for the Fire Department's Fire and Life Safety inspections. Subsequently, staff has diligently collaborated with Tyler Technologies to develop and customize the software to meet the specific needs of the department. Firefighters across different shifts have undergone training on the program, ensuring their proficiency in utilizing the software for upcoming inspections. The inaugural inspection is slated to commence on February 20, 2024, with a focus on hotels and motels as the initial occupancy class. Subsequent inspections will be conducted for schools and apartments, marking a strategic and phased approach to enhance fire prevention and life safety measures within the community.

Fire Station Improvements

The City continues to prioritize facility maintenance and upkeep, with specific attention directed towards Stations 56 and 57. Stations 56 and 57 are slated for a thorough assessment of their

conditions, evaluating the feasibility of updating them to adhere to modern health standards. To facilitate this process, a Request for Proposal (RFP) is being crafted to seek assistance from a consultant. Although a specific timeline has not been outlined, staff members are actively exploring the surroundings of Station 56 in preparation for engaging a consultant, underscoring the City's commitment to ensuring the optimal functionality and compliance of its facilities.

Dedicated to enhancing the facilities, a budget of $150k has been earmarked for improvements at Station 58. The City is currently in the process of soliciting quotes for the installation of a solar-covered parking awning and the extension of fences to reach the property lines. This proactive approach demonstrates the City's commitment to sustainability, energy efficiency, and the overall improvement of Station 58's infrastructure.

Fire Firefighter Equipment

Recognizing the critical importance of maintaining high-quality Personal Protective Equipment (PPE) for firefighting personnel, the City has established a proactive strategy for continual replenishment. PPE coats and pants have a service life of 10 years. In adherence to updated health standards mandating third-party cleaning and inspection, the City is required to send turnouts out for this purpose. To ensure uninterrupted outfitting of duty personnel during this process, staff is currently in the process of procuring 5 complete sets of turnouts, 3 Self-Contained Breathing Apparatus' (SCBA), 3 SCBA masks, and 6 SCBA compressed air cylinders. This not only meets immediate needs but also establishes a reserve cache, allowing the City to effectively manage testing requirements for both annual and 5-year cycles, ensuring the ongoing safety and preparedness of firefighting personnel.

Protecting the Community

Since the inception of Station 58, there has been a notable positive impact on the City's emergency response metrics. Notably, there has been a commendable 20% decrease in damage prevention and property saved since the station's opening in 2020. This improvement underscores the station's effectiveness in addressing emergencies and mitigating potential risks to the community. Furthermore, the increased service response times contribute to the enhanced overall efficiency of the Fire Department.

Examining the broader trends, the total emergency calls for the fire department in 2023 reached 3,575, marking a notable increase compared to the 2022 call volume of 3,208. This upward trajectory in call volume reflects the growing demand for the City's fire services, highlighting the crucial role played by Station 58 and the Fire Department as a whole in ensuring the safety and well-being of the community.

One notable area of significance is the increase in fires. There has been an increase in both residential structure fires and river bottom fires. Despite this increasing trend overall fire size and complexity has been manageable with one or two engines. This is a direct beneficial effect of cooperative work done by the Fire Department, Public Works Safe and Clean Team, Parks Department and the Madera Irrigation District.

FINANCIAL IMPACT:

Informational Report. No financial impact.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO THE MADERA CITY COUNCIL

Agenda Item: E-5

Date: February 7, 2024

To: Honorable Mayor and City Councilmembers

From: Darren Rose, Executive Director
Madera County Economic Development Commission

Subject: Madera County Economic Development Commission
2024/25 Annual Basic Service Level Budget

SUBJECT:
City contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year (FY) 2024/2025 in the amount of $186,081.37

RECOMMENDATION:
The EDC recommends the City Council (Council) adopt a minute order approving the 2024/25 Basic Service Level Budget as submitted.

SUMMARY:
The City, along with the County of Madera and the City of Chowchilla, established a Joint Powers Authority (JPA) to create an agency with the expressed purpose of attracting and establishing industry in the region. The EDC is seeking funding to continue with its core mission for the upcoming fiscal year.

DISCUSSION:

History & Board Composition

The EDC was created by the County of Madera and the cities of Madera and Chowchilla through a JPA in 1968. On an annual basis, the EDC approaches each respective agency and outlines budget needs and contribution amounts. In an effort to identify needs, EDC staff works collaboratively with its Board of Commissioners, comprised of 13 members from county chambers, industry and public utility to plan the upcoming year's strategy and efforts. Budget needs are more narrowly defined by the EDC Executive Committee, which is comprised of 5 of the 13 aforementioned Board of Commissioners.

Role of the EDC

The EDC, in partnership with the City, works tirelessly on:

1. Attracting new business, particularly job creation.
2. Assisting existing business expand, including identifying and providing loans.
3. Retention of existing business that are seeking and relocating outside of the region.
4. Serving as a liaison between the City and businesses.

As part of these efforts, the EDC:

- Attends trade shows
- Communicates with corporate site selectors to identify needs
- Identifies key personnel at public utility companies (e.g. PG&E, AT&T, Comcast)
- Generates data on market conditions
- Develops and maintains on-going relationships with State and Federal elected officials

While not all efforts result in new businesses, it is worth noting that the EDC played an instrumental role in recently attracting:

Table 1: New Businesses in the City (1)	
In N Out	Dutch Bros Coffee
Amond World	Miles Chemical
AG Machining	WHSE Partners
North Fork Mono Resort	*Smart & Final*

Company names may not be provided due to confidentially

California Central Valley EDC

While the EDC represents the JPA agencies, it also part of an eight county wide economic consortium, the California Central Valley Economic Development Corporation (CCVEDC). The CCVEDC is nationally recognized and assists the EDC with connecting key decision makers, generating proprietary research and data, and in organizing site tours with corporate site selectors. Being a member of the EDC grants access to CCVEDC's prospects and leads.

Regional EDC

Worth noting is that EDC also acts as the lead agency on a county-wide basis for several agencies, organizations and programs, including:

A. The Eastern Madera County Foundation
B. The Greater Madera County Industrial Association
C. Recycling Market Development Zone (Zone administrator working with CalRecyle and Madera County businesses that use recycled materials to prevent adding to the landfill)
D. The Madera County and City of Madera Revolving Loan Fund programs and others.
E. MCEDC acted as a partner with the County of Madera on their CARES Act Funding and ARPA Funding for the Microbusiness Grant programs.

The EDC is also a leader in promoting Madera with ongoing press releases, social media, daily blogs and Real Estate Update.

EDC REQUEST

The contribution amounts are proportionally based on population. For the upcoming year, EDC staff, along with the Board of Commissioners determined the following contribution amounts:

Table 2: Contribution Amounts

	County of Madera	City of Madera	City of Chowchilla	Total
Contribution	224,339.41	186,081.37	38,617.27	449,038.06
Population %	49.96%	41.44%	8.60%	100%

The 2024/25 Basic Service Level Budget has a $4,643.50 increase over the 2023/24 budget. The JPA states that each jurisdiction shall pay a pro-rated share of the EDC Basic Service Level Budget based on population. EDC conducts an annual review of the State of California Department of Finance (DOF) most recent population numbers for the County of Madera, City of Madera and the City of Chowchilla. The DOF figures show that the City of Madera population represents 41.44 % of the County. This equates to $186,081.37 for the 2024/2025 fiscal year. This is an increase of $4,643.50 over the 2023/2024 Basic Service Level budget. Increase includes slight salary increases, increases in insurance and overhead expenses.

LOOKING FORWARD

Similar to all organizations, the EDC takes its role seriously and is continuously looking at improving to better serve the City. Looking forward to FY 24/25, the EDC will:

- EDC will provide a quarterly update to the council on projects and activities.
- EDC staff will invite council members for a bi-annual briefing.

FISCAL IMPACT

This request will have an impact to the General fund in the amount of $186,081.37

Summary of Staff Time

EXHIBIT A

*Based on population

	County of Madera	City of Madera	City of Chowchilla	TOTAL
	49.96%	41.44%	8.60%	100%

Business Assistance/Office Manager
** 15% to CDBG
Executive Director
**1% to CDBG

Business Assistance/Office Manager						**CDBG 15%
Salary	$65,515.58	$27,821.84	$23,077.21	$4,789.19	$55,688.24	$9,827.34
Retirement	$4,913.67	$2,086.64	$1,730.79	$359.19	$4,176.62	$737.05
Employer Taxes	$5,011.94	$2,128.37	$1,765.41	$366.37	$4,260.15	$751.79
Workers Comp.	$600.00	$254.80	$211.34	$43.86	$510.00	$90.00
Medical	$20,846.60	$8,852.72	$7,343.01	$1,523.89	$17,719.61	$3,126.99
Dental	$797.93	$338.85	$281.06	$58.33	$678.24	$119.69
Vision	$134.61	$57.16	$47.42	$9.84	$114.42	$20.19
Life/LTD	$350.00	$148.63	$123.28	$25.59	$297.50	$52.50
		$41,689.01	$34,579.52	$7,176.25	$83,444.78	$14,725.55

Business Development/Mkting Manager					
Salary	$56,889.00	$28,421.74	$23,574.80	$4,892.45	$56,889.00
Retirement	$4,266.67	$2,131.63	$1,768.11	$366.93	$4,266.67
Employer Taxes	$4,352.01	$2,174.26	$1,803.47	$374.27	$4,352.01
Workers Comp	$543.93	$271.75	$225.40	$46.78	$543.93
Medical	$25,463.00	$12,721.31	$10,551.87	$2,189.82	$25,463.00
Dental	$1,382.22	$690.56	$572.79	$118.87	$1,382.22
Vision	$193.54	$96.69	$80.20	$16.64	$193.54
Life/LTD	$300.00	$149.88	$124.32	$25.80	$300.00
		$46,657.83	$38,700.97	$8,031.57	$93,390.37

Executive Director						**CDBG 1%
Salary	$127,000.00	$62,814.71	$52,102.51	$10,812.78	$125,730.00	$1,270.00
Retirement	$9,525.00	$4,711.10	$3,907.69	$810.96	$9,429.75	$95.25
Employer Taxes	$9,715.50	$4,805.32	$3,985.84	$827.18	$9,618.34	$97.16
Workers Comp	$4,626.00	$2,338.00	$1,939.28	$402.46	$4,679.74	$46.26
Medical	$14,786.31	$7,313.37	$6,066.17	$1,258.91	$14,638.45	$147.86
Dental	$380.63	$188.26	$156.15	$32.41	$376.82	$3.81
Vision	$86.68	$42.87	$35.56	$7.38	$85.81	$0.87
Life/LTD	$600.00	$296.76	$246.15	$51.08	$594.00	$0.60
		$82,510.39	$68,439.37	$14,203.15	$165,152.91	$1,661.81

$358,280.82	$170,857.23	$141,719.85	$29,410.97	$341,988.06	

EDC Projected Expenses (Exhibit B)		County of Madera	City of Madera	City of Chowchilla	TOTAL
Staff Salaries/Other Compensation		119,058.30	98,754.52	20,494.42	238,307.24
Staff Benefits/Taxes		51,798.94	42,965.33	8,916.55	103,680.82
Subtotal		170,857.23	141,719.85	29,410.97	341,988.06
Operating Expenses % to be applied		49.96%	41.44%	8.60%	100%
Audit	5,250	2,622.90	2,175.60	451.50	5,250.00
Auto Expense/Travel	3,500	1,748.60	1,450.40	301.00	3,500.00
Conference/Training	2,500	1,249.00	1,036.00	215.00	2,500.00
Staff Expense	2,500	1,249.00	1,036.00	215.00	2,500.00
Insurance/Surety Bonds	2,100	1,049.16	870.24	180.60	2,100.00
Office Supplies	2,000	999.20	828.80	172.00	2,000.00
Office Rent	26,000	12,989.60	10,774.40	2,236.00	26,000.00
Organizational Dues	1,500	749.40	621.60	129.00	1,500.00
Postage	250	124.90	103.60	21.50	250.00
Newsletter	2,000	999.20	828.80	172.00	2,000.00
Printing	250	124.90	103.60	21.50	250.00
Publications/Directories	500	249.80	207.20	43.00	500.00
Repairs/Maintenance	3,500	1,748.60	1,450.40	301.00	3,500.00
Telephone	3,500	1,748.60	1,450.40	301.00	3,500.00
Utilities	6,500	3,247.40	2,693.60	559.00	6,500.00
Commission Expense	200	99.92	82.88	17.20	200.00
Equipment Rental	3,000	1,498.80	1,243.20	258.00	3,000.00
Marketing	42,000	20,983.20	17,404.80	3,612.00	42,000.00
	107,050.00	53482.18	44361.52	9,206.30	107,050.00
TOTAL Fiscal Year 24/25		224,339.41 County of Madera	186,081.37 City of Madera	38,617.27 City of Chowchilla	449,038.06