REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 1, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 894 6241 6013 # followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Roger Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

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 – 04/21/21

Recommendation: Approve the City Council Minutes of April 21, 2021

B-2 Informational Report on Register of Audited Demands for July 24, 2021 to August 20, 2021

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Fiscal Year 2020/2021 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 (Report by Arnoldo Rodriguez)

B-4 Consulting Services Agreement with Demsey, Filliger & Associates, LLC

Recommendation: Adopt a Resolution Approving a Consulting Services Agreement between the City and Demsey, Filliger & Associates, LLC to prepare the City's OPEB (Other Post-Employment Benefits) Actuarial Report as of June 30, 2021 (Report by Anthony Forestiere)

B-5 Appointment of Miguel Gonzalez to the City of Madera Airport Advisory Commission

Recommendation: Adopt a Resolution Appointing Miguel Gonzalez to the City of Madera Airport Advisory Commission (AAC) (Report by Daniel Foss)

B-6 After School Program Consultant Services Agreement between Madera Unified School District (MUSD) and the City

Recommendation: Adopt a Minute Order Approving the Consultant Services Agreement with the MUSD for Partial Administration of the Academic School Year 2021/22 After School Program, not to exceed $124,000 (Report by Arnoldo Rodriguez)

B-7 Use Agreement with the City of Kerman for the Use of its Shooting Range

Recommendation: Adopt a Minute Order Authorizing the Chief of Police to Sign the Use Agreement Allowing the Madera Police Department to Use the City of Kerman Shooting Range (Report by Dino Lawson)

B-8 City's Contribution to Cover the Cost of Police, Public Works, and Park's fees in conjunction with the Old Timers' Day Parade

Recommendation: Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Parks Services Relating to the Old Timers' Day Parade in the amount of $2,935 (Report by Dino Lawson)

B-9 Construction of 2019-20 SB-1 (RMRA) Seals and Overlays, City Project No. R-77 to Improve Approximately 2 Miles of Roadway

Recommendation: Adopt a Minute Order Approving the Acceptance of 2019-20 SB-1 Road Maintenance and Rehabilitation Account (RMRA) Seals and Overlays, City Project No. R77, Notice of Completion, Release of Retention 35 days after Recording Notice of Completion (Report by Keith Helmuth)

B-10 Approval of Caltrans Maintenance Agreements

Recommendation: Adopt a Resolution Approving the Landscape Maintenance Agreement and a Cost Sharing Agreement between the State Department of Transportation (Caltrans) and the City of Madera (Report by Keith Helmuth)

B-11 Acceptance of Improvements for Pond Place Estates Subdivision (Tract No. 05-S-17)

Recommendation: Adopt a Resolution:

1) Accepting the Improvements for Pond Place Estates Subdivision (Tract No. 05-S-17); and
2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements; and
3) Authorizing staff to record the Notice of Acceptance of Subdivision Improvements (Report by Keith Helmuth)

B-12 Acceptance of Gateway Drive-Central Avenue-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML 5157(095), City Project No. R-38

Recommendation: Adopt a Minute Order Approving:

1) Acceptance of the Construction of Gateway Drive-Central Avenue-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML 5157(095), City Project No. R-38; and
2) The Recording of Notice of Completion; and
3) The Release of Retention 35 days after Recording of the Notice of Completion (Report by Keith Helmuth)

B-13 Contract Award for the Construction of Bid Package 1 - Water Main Replacement at Dunham Avenue and Lewis Street, City Project No. W-40 in the Amount of #313,839.00 to Rolfe Construction Inc. and Authorizing Construction Contingencies Related to the Contract

Recommendation: Adopt a Resolution Approving the Contract Award for Bid Package 1 - Water Main Replacement at Dunham Avenue and Lewis Street, City Project No. W-40 (Report by Keith Helmuth)

B-14 Madera ADA Advisory Council (MADAAC) Participation in 2021 Old Timers' Day Parade

Recommendation: Adopt a Minute Order Approving MADAAC's Participation in the 2021 Old Timers' Day Parade and Authorize the City Manager to Execute the Entry Form and Hold Harmless Agreement (Report by Wendy Silva)

C. PUBLIC HEARINGS: None

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

D-1 First Reading and Introduction of an Ordinance Amending the City's Municipal Code Relating to Cannabis

Recommendation: Conduct a Public Hearing, Waive Full Reading of Ordinance, and Introduce Ordinance Amending the Madera Municipal Code by title only as follows:

1) An Ordinance of the City of Madera, California Amending Section 6-5.33 (D) Of Title VI, Chapter 5 of the Madera Municipal Code Relating to Location and Design of Cannabis Businesses [Relative to Lions Town & Country Community Park] (Report by Arnoldo Rodriguez)

D-2 Renewal of Existing Contract, along with an Amendment for Additional Services, between the City and Hinderliter, deLlamas & Associates (HdL Companies) for Consulting Services Related to Cannabis

Recommendation: Adopt a Resolution to:

1) Renew the Existing Contract through September 1, 2023; and

2) Amend the Scope of Services Provided and the Cost Associated with Such Services (Report by Arnoldo Rodriguez)

D-3 Cannabis Business Permits - Consideration of Number of Cannabis Business Permits, Procedure Guidelines and Review Criteria, and Fees

Recommendation: Adopt Resolutions:

1) Determining the Number and Type of Cannabis Business Permits that may be Issued in the City; and

2) Establishing Fees for Cannabis Business Permits; and

3) Establishing Procedure Guidelines and Review Criteria to Govern the Application and Selection Process for Various Types of Cannabis Business Permits (Report by Arnoldo Rodriguez)

D-4 Acceptance of Fresno River Trail – Union Pacific Railroad (UPRR) & Gateway Undercrossing Project, Federal Project No. ATPCML 5157 (100), City Project No. PK-08

Recommendation: Adopt a Minute Order Approving:

1) Acceptance of the Construction of Fresno River Trail - UPRR & Gateway Undercrossing Project, Federal Project No. ATPCML 5157 (100), City Project No. PK-08; and

2) The Recording of Notice of Completion; and

3) The Release of Retention 35 days after Recording of the Notice of Completion (Report by Keith Helmuth)

D-5 Assignment of Grant Administrator Classification to the Competitive Service, represented by the Mid Management Employee Group (MM)

Recommendation: Adopt a Resolution

1) Designating the Grant Administrator Classification as a Competitive Service Position Represented by MM and Assigning the Position to Salary Range 446; and
2) Introduce an Ordinance Amending Subsection E of §2-2.305 of Title II of the Madera Municipal Code Relating to Civil Service and Exceptions to the Competitive Service (Report by Wendy Silva)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

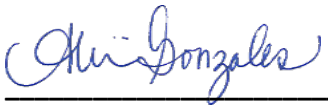
G. CLOSED SESSION:

G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representatives:
Arnoldo Rodriguez and Wendy Silva
Employee Organizations:
General Bargaining Unit/Madera Affiliated City Employees Association
Mid-Management Employee Group
Madera Police Officers' Association
Law Enforcement Mid Management

ADJOURNMENT: – Next regular meeting on September 15, 2021

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

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for September 1, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 6:00 p.m. on August 27, 2021.



Alicia Gonzales, City Clerk

RETURN TO AGENDA

Item:	B-1
Minutes for:	04/21/2021
Adopted:	09/01/2021

Minutes of a Regular Meeting of the Madera City Council

April 21, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 921 3975 9589# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, Procurement Manager Jennifer Stickman, Interim Procurement Manager Lisa Nixon, Deputy City Engineer Ellen Bitter, and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Villegas

APPROVAL OF AGENDA:
ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA AS AMENDED TO PULL ITEM B-8 AND ITEM D-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

LATE DISTRIBUTION ANNOUNCEMENT: City Clerk Alicia Gonzales
Pursuant to Government Code Section 54957, members of the public were advised that less than 72 hours prior to this evening's meeting, Items A-1, D-2, D-4 and D-6 were distributed to the Council after the agenda packet was finalized. Members of the public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on our website.

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

No Public Comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

2. Building a Healthy Community: Youth and the Retail Environment (Report by Madera County Public Health Department)

3. Proclamation Recognizing April as Earthquake Preparedness Month

4. Proclamation Denouncing Asian American Racism

5. Proclamation Recognizing Sexual Assault Awareness Month

INTRODUCTIONS: Alex Estrada, Accountant I (Report by Roger Sanchez)

A. WORKSHOP:

A-1 Workshop on Pending Cannabis Regulatory Ordinance and Related Procedures

Recommendation: Consider Workshop Presentation and Provide Direction to Staff (Report by Arnoldo Rodriguez)

Dulce Arredondo stated she is opposed to a lottery-based licensing application process and prefers the merit-based process.

Esmeralda (no last name) stated she is opposed to a lottery-based licensing application process and prefers the merit-based process.

Dillon Savory, Executive Director of the Central Labor Council stated he is opposed to a lottery-based licensing application process. A merit-based system sets a maximum standard that businesses must strive for.

Adam Obadi, a local business owner stated he is opposed to a lottery-based licensing application process. He asked that Council take his suggestions when setting up rules for this process. Some of his suggestions included preference to Maderans, disadvantaged people, and people of color and that locals should be hired for the business, etc.

Daniel Parra stated he is opposed to a lottery-based licensing application process. He urged Council to seek input to find the most optimal model for a local cannabis industry.

Jacques Loveall, President of UFCW 8 Golden State stated he is opposed to a lottery-based licensing application process. He stated that it is imperative to establish a merit-based application licensing process.

Edward McIntyre asked Council to consider using a different permitting and compliance process for non-retail and the vertical integration process that has been discussed previously. The non-retail businesses are complicated and expensive propositions.

Marilyn Deleija asked Council to consider future cannabis businesses be merit-based rather than picked through a lottery process.

George Deleija stated he is a local business owner and is in favor of a merit-based application process.

Roman Gonzales stated he is a local business owner and is in favor of a merit-based application process.

Sean Raycraft, a union representative for UFCW Local Aid stated they are in favor of a merit-based application.

Bobby Kahn, Economic Development Director stated this is slippery slope. He stated history has shown that it drives up the industrial property lease prices and growing does not create many jobs and the price increases can drive their regular light manufacturers out of their market as they cannot afford the lease rates.

Mike Horda, an attorney in Turlock stated he represents a several companies that deal with cannabis. He has been asked to look at a couple of projects in Madera. He stated that the

lottery system does not delivery what the City needs. He stated the City needs to evaluate a cannabis applicant. They need to look at a lot of objective factors not subjective factors. He stated it is possible that dispensaries can produce substantial revenue. The lottery process does not guarantee that. The lottery process makes successful applicants not want to apply. He thinks eliminating the lottery is a very smart decision.

David Alamari, a local business owner stated he objects to the lottery system. He feels it should be a merit-based system.

Rico Saldivar, a long time Madera business owner stated it should be merit-based, so that everyone is given a fair chance to obtain a license.

Christopher Bloom of Element 7 stated he is favor of the merit-based system. He stated the City wants the right operators in town. Those that know how to operate their business.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, ITEM A-1 TO ADOPT A MERIT-BASED PROCESS ON RETAIL AND QUALITY COMPLIANCE BASED ON NON-RETAIL WITH NO CAP (LIMIT) ON THE NUMBER OF PERMITS TO BE ISSUED WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

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 RODRIGUEZ, THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM B-8 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

B-1 Minutes – 01/06/21, 01/28/21
Recommendation: Approve the City Council Minutes of January 6, 2021 and January 28, 2021

B-2 Informational Report on Register of Audited Demands for March 6, 2021 to April 9, 2021
Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity
Recommendation: No Action Required (Report by Wendy Silva)

B-4 Informational Report on Contract City Attorney Services and Litigation Expenditures
Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-5 Amendments to Applications for Transportation Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year 2020/21

Recommendation: Adopt a Resolution Approving Amendments to the Applications for TDA-LTF and STA Funds for FY 2020/21 and Authorizing the City Engineer to Execute and Submit the Amendments to Madera County Transportation Commission (Report by Keith Helmuth)

RES 21-48 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENTS TO THE APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR 2020/21 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

B-6 First Amendment to Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Agreement with Carollo Engineers for Professional Engineering Design Services for a Water Storage Tank, Pump Station, and Transmission Main (Report by Keith Helmuth)

RES 21-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A WATER STORAGE TANK, PUMP STATION, AND TRANSMISSION MAIN FOR THE CITY OF MADERA

B-7 Agreement for the Use of the Firing Range at Central California Women's Facility (CCWF) by the Madera Police Department

Recommendation: Adopt a Minute Order

1) Approving a Temporary Right of Entry and License Agreement for Firing Range Use at Central California Women's Facility Effective for Five-Years Retroactive to November 1, 2020; and
2) Authorizing the Chief of Police to Execute the Agreement on behalf of the City (Report by Dino Lawson)

B-8 Ellis & D Street Subdivision (Tract No. 19-S-07)

Recommendation: Adopt a Resolution
1) Approving the Final Map for the Ellis & D Street Subdivision
2) Approving Improvement Agreement for the Construction of Improvements for the Ellis & D Street Subdivision (Tract No. 19-S-07)
3) Authorizing Staff to Record the Final Map and Agreement for the Construction of Improvements for the Ellis & D Street Subdivision (Tract No. 19-S-07)
4) Accepting the Dedication of Land for Public Use (Report by Keith Helmuth)

This item was pulled from the agenda.

B-9 Consideration of Fresno River Trash Removal Project

Recommendation: Adopt a Resolution Approving Memorandum of Understanding (MOU) between County of Madera and City of Madera Pertaining to a Fresno River Trash Removal Project (Report by Daniel Foss)

RES 21-50 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COUNTY OF MADERA AND CITY OF MADERA PERTAINING TO A FRESNO RIVER TRASH REMOVAL PROJECT

B-10 Purchasing Agent Agreement with County of Madera Relating to CalFresh Healthy Living Program

Recommendation: Adopt Resolutions
1) Approving a Purchasing Agent Agreement with County of Madera in the Amount of $24,999 Relating to CalFresh Healthy Living Program; and
2) Amending the City's Fiscal Year 2020/21 Budget for the Acceptance of Revenue in the Amount of $22,000 and Approving Related Expenditure Line Items (Report by Arnoldo Rodriguez)

RES 21-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING A PURCHASING AGENT AGREEMENT WITH COUNTY OF MADERA IN THE AMOUNT OF $24,999 RELATING TO CALFRESH HEALTHY LIVING PROGRAM

RES 21-52 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, AMENDING THE FISCAL YEAR 2020/21 BUDGET FOR THE ACCEPTANCE OF REVENUE IN THE AMOUNT OF $22,000 AND APPROVING RELATED EXPENDITURE ITEMS

B-11 Consideration of a Minute Order Acceptance of the Submittal of a Support Letter Expressing the Madera City Council's Support for AB 559 San Joaquin River Conservancy: Governing Board

Recommendation: Approve a Minute Order Approving Submittal of Support Letter Addressed to Assembly Member Dr. Joaquin Arambula, Expressing the Madera City Council's Support for AB 559 San Joaquin River Conservancy: Governing Board (Report by Arnoldo Rodriguez)

B-12 Appointment of Councilmember Cece Gallegos to the City's Golf Course Ad-Hoc Committee

Recommendation: Adopt a Minute Order Appointing Councilmember Cece Gallegos to the Golf Course Ad-Hoc Committee (Report by Arnoldo Rodriguez)

C. PUBLIC HEARINGS: None

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

D-1 Update to the Code of Conduct for the Madera City Council, Boards, Commissions and Committees

Recommendation: Adopt a Resolution Approving Amending and Restating the Code of Conduct, Adopted September 18, 2019 (Report by Arnoldo Rodriguez)

This item was pulled from the agenda and continued to the May 5, 2021 Council meeting.

D-2 Agreement with WSP USA for the Development of the Madera Transit Plan (Madera Metro) in the amount of $100,000

Recommendation: Adopt a Resolution Approving the Agreement with WSP USA for the Transit Consulting Services for the Development of the Madera Transit Plan (Report by Ivette Iraheta)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH WSP USA FOR THE ASSESSMENT OF

THE MADERA METRO TRANSIT SERVICES SYSTEM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

D-3 Agreement to Complete an Updated Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (SETP) and Related Budget Amendment

Recommendation: Adopt a Minute Order

1) Approving a Consulting Services Agreement with Sally Swanson Architects, Inc., to complete an updated ADA SETP for a total project cost of $244,550, inclusive of Geographic Information System (GIS) mapping of sidewalks and streetlights; and
2) Approving an Amendment to the Fiscal Year 2020/21 Budget for the Human Resources Department in the amount of $60,000 (Report by Wendy Silva)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

D-4 Amendment No. 2 to Professional Services Agreement with Provost & Pritchard Consulting Group

Recommendation: Adopt a Resolution Approving Amendment No. 2 to Agreement for Professional Planning Services with Provost & Pritchard Consulting Group, Designating Source of Funds for Amendment No. 2, and Approving Amendment to the General Fund Budget for a Budget Line Item Increase of $150,000 (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL PLANNING SERVICES WITH PROVOST & PRITCHARD CONSULTING GROUP, DESIGNATING SOURCE OF FUNDS FOR AMENDMENT NO. 2, AND APPROVING AMENDMENT TO THE CITY OF MADERA GENERAL FUND BUDGET FOR A BUDGET FOR A BUDGET LINE ITEM INCREASE OF $150,000

D-5 Professional Planning and Environmental Review Services Agreement with Rincon Consultants, Inc.

Recommendation: Adopt a Resolution Approving the Professional Services Agreement between the City of Madera and Rincon Consultants, Inc. for City Planning and Environmental Services and Rescinding Resolution 20-45 (Report by Gary Conte)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-5 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-55 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND RINCON CONSULTANTS, INC. FOR PROFESSIONAL PLANNING AND ENVIRONMENTAL REVIEW SERVICES AND RESCINDING RESOLUTION 20-45

D-6 Professional Planning and Environmental Services Agreement with QK

Recommendation: Adopt a Resolution Approving the Professional Services Agreement between the City of Madera and QK for City Planning and Environmental Services in the amount of $50,000 (Report by Gary Conte)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-6 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.
THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

RES 21-56 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH QK, INC. FOR PROFESSIONAL PLANNING AND ENVIRONMENTAL SERVICES AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2020/21 BUDGET

E. ADMINISTRATIVE REPORTS:

E-1 Receive and File of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2020

Recommendation: It is recommended City Council receive and file of the Audited Financial Statements for Fiscal Year ended June 30, 2020 (Report by Roger Sanchez)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, ITEM E-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

E-2 Informational Report on the American Rescue Plan

Recommendation: This report is submitted for informational purposes and action is not being requested from the City Council at this time (Report by Arnoldo Rodriguez)

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

Councilmember Gallegos attended the ADA committee meeting and mentioned although the committee members mean well and are doing great things, they continued to go off topic during the meeting. Councilmember Gallegos thanked Human Resources Director Wendy Silva for being patient with the ADA Committee.

Councilmember Rodriguez stated that the Madera County Transportation Committee will be requesting a letter of support for the widening of SR 99 from Avenue 12 to Avenue 7. The previous

letter of support included several projects, and this letter would be for a stand-alone project along the 99. He also thanked staff for all their hard work.

Councilmember Montes thanked staff for their hard work. He stated that he knew they were not going to stick to the three (3) minutes rule at the beginning of the meeting.

Councilmember Evans thanked staff and the Mayor. She thanked Councilmember Gallegos for her support. Councilmember Gallegos took her to the Police Department and Public Works. She commended Police Chief Dino Lawson and his team. They do a great job. She and Councilmember Gallegos went on a ride-along and she felt very safe. She stated she also visited the San Joaquin River Conservancy. She stated it is a hidden gem. The tour was amazing. She encouraged everyone to go. It includes swimming, hiking, fishing, etc. She thanked Fire Division Chief Matt Watson and Police Chief Dino Lawson for the work they are doing on the river. Councilmember Evans stated she will be having a Town Hall at Jack in the Box on May 12th at 8:00 a.m. She stated she is aware of the Brown Act, but it is just a chance to have open dialogue.

Mayor Pro Tem Villegas thanked staff.

Mayor Garcia would like a future presentation on the river efforts. It continues to be an expanding fire hazard and quads continue to be used in there. Mayor Garcia stated that his compadre who baptized his daughter passed away from Covid. He encouraged everyone to be vaccinated. He thanked staff who have been vaccinated.

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representatives:
Arnoldo Rodriguez, Wendy Silva, and Che Johnson

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

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 10:06 p.m.

Council returned from closed session at 11:02 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

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

ADJOURNMENT: The meeting was adjourned at 11:03 p.m. Next regular meeting on May 5, 2021.

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for July 24, 2021 to August 20, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 24, 2021 to August 20, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	30091 – 30416	$8,655,566.41

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$1,361,776.57
SDI	EDD	$7,154.91
CalPERS Payment	CalPERS	$258,214.15

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

September 1, 2021

CHECK	PAY DATE	DEPARTMENT	ISSUED TO	DESCRIPTION	AMOUNT
3	07/27/2021	FINANCE	CALPERS	UNFUNDED ACCRUED LIABILITY CONTRIBUTION	4,210,159.00
30091	07/27/2021	PD OPS	HARRY D. WILSON INC.	1000-5 HONDA SERVICE	411.02
30092	07/27/2021	PD OPS	KELLOM, JOEL	PER DIEM - DRE SCHOOL	297.00
30093	07/27/2021	GRANTS	BMY CONSTRUCTION GROUP, INC.	PLAQUE PEDESTAL -TRANSIT CENTER	12,500.00
30094	07/27/2021	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	800.00
30095	07/27/2021	PD OPS	LEATHAM FAMILY, LLC	STATE SEAL BADGES	155.32
30096	07/27/2021	PD OPS	DIEBERTS CREATIVE COPY INC	POST-IT NOTE PADS	661.51
30097	07/27/2021	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	700.00
30098	07/27/2021	PD OPS	MAHONEY, ROBERT	REIMBURSEMENT	269.26
30099	07/27/2021	HR/RISK MGT	PUBLIC AGENCY RISK MANAGEMENT ASSOC	PARMA ANNUAL DUES - HR	150.00
30100	07/27/2021	VOID	VOID	VOID	-
30101	07/27/2021	PD OPS	PACIFIC STORAGE COMPANY	SERVICE 36 INCH EXECUTIVE COSOLE	322.00
30102	07/27/2021	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	149.67
30103	07/27/2021	PD OPS	SANTOYO, ADRIAN	PER DIEM - NATIONAL GANG VIOLENCE	297.00
30104	07/27/2021	VOID	VOID	VOID	-
30105	07/27/2021	VOID	VOID	VOID	-
30106	07/27/2021	VOID	VOID	VOID	-
30107	07/27/2021	FINANCE	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q4 FY 2020 - TRANSACTIONS TAX	600.00
30108	07/27/2021	FACILITIES	AVIATION MANAGEMENT CONSULTING GROUP	CAT II CO-PILOT PROGRAM 05/21	1,960.00
30109	07/27/2021	STREETS	CEN-CAL PAVING, INC	PATCH PAVING - ROADWAYS	1,600.00
30110	07/27/2021	VOID	VOID	VOID	-
30111	07/27/2021	VOID	VOID	VOID	-
30112	07/27/2021	VOID	VOID	VOID	-
30113	07/27/2021	PD OPS	DOMINIC KINCAID	REIMBURSEMENT - PATROL VEST	433.51
30114	07/27/2021	VOID	VOID	VOID	-
30115	07/27/2021	PW ADMIN	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	986.00
30116	07/27/2021	VOID	VOID	VOID	-
30117	07/27/2021	VOID	VOID	VOID	-
30118	07/27/2021	FINANCE	AT&T	02/21 FIRSTNET SERVICE 2873026	5,893.34
30119	07/27/2021	VOID	VOID	VOID	-
30120	07/27/2021	VOID	VOID	VOID	-
30121	07/27/2021	HR/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 08/21	207.00
30122	07/27/2021	VOID	VOID	VOID	-
30123	07/27/2021	VOID	VOID	VOID	-
30124	07/27/2021	PD OPS	CALIFORNIA DEPARTMENT OF JUSTICE	JUNE 2021 BLOOD ALCOHOL ANALYSIS	2,152.00
30125	07/27/2021	VOID	VOID	VOID	-
30126	07/27/2021	VOID	VOID	VOID	-
30127	07/27/2021	FINANCE	CALIFORNIA DISTRICT ATTORNEY'S ASSOC	STATE FORFEITED ASSET FORFEITURE	38.61
30128	07/27/2021	VOID	VOID	VOID	-
30129	07/27/2021	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	340.50
30130	07/27/2021	FINANCE	DATAPROSE, LLC	JUNE 2021 BILLING	8,231.81
30131	07/27/2021	VOID	VOID	VOID	-
30132	07/27/2021	FACILITIES	DIAMOND COMMUNICATIONS	JULY 2021 TELEPHONE ANSWERING	115.00
30133	07/27/2021	VOID	VOID	VOID	-
30134	07/27/2021	IS	GLOBAL CTI GROUP	MOBILE PHONE SET UP	1,281.57
30135	07/27/2021	VOID	VOID	VOID	-
30136	07/27/2021	VOID	VOID	VOID	-
30137	07/27/2021	VOID	VOID	VOID	-
30138	07/27/2021	FINANCE	MADERA COUNTY	ASSET FORFEITURE DISTRIBUTION	11,613.41
30139	07/27/2021	FINANCE	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE - KEY 03510 ASSET	794.09
30140	07/27/2021	VOID	VOID	VOID	-
30141	07/27/2021	VOID	VOID	VOID	-
30142	07/27/2021	VOID	VOID	VOID	-
30143	07/27/2021	VOID	VOID	VOID	-
30144	07/27/2021	VOID	VOID	VOID	-
30145	07/27/2021	PD OPS	MCCOMBS, MATTHEW	PER DIEM - SLI 468 SESSION 4	462.00
30146	07/27/2021	VOID	VOID	VOID	-
30147	07/27/2021	VOID	VOID	VOID	-
30148	07/27/2021	VOID	VOID	VOID	-
30149	07/27/2021	VOID	VOID	VOID	-
30150	07/27/2021	VOID	VOID	VOID	-
30151	07/27/2021	HR/RISK MGT	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID RETIREE PRESCRIPTION	367.50
30152	07/27/2021	VOID	VOID	VOID	-
30153	07/27/2021	VOID	VOID	VOID	-
30154	07/27/2021	VOID	VOID	VOID	-
30155	07/27/2021	VOID	VOID	VOID	-
30156	07/27/2021	VOID	VOID	VOID	-

CHECK	PAY DATE	DEPARTMENT	ISSUED TO	DESCRIPTION	AMOUNT
30157	07/27/2021	VOID	VOID	VOID	-
30158	07/27/2021	VOID	VOID	VOID	-
30159	07/27/2021	PD OPS	GIBBS, JOSHUA	PER DIEM - NATIONAL GANG VIOLENCE	297.00
30160	07/27/2021	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM	1,000.00
30161	07/27/2021	ENGINEERING	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	302.43
30162	07/27/2021	IS	DELTA WIRELESS, INC.	CAMERAS FOR CITY BUILDINGS	40,523.50
30163	07/27/2021	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 06.16.21-06.30.21	1,126.40
30164	07/27/2021	IS	ZONES IT SOLUTIONS INC	CAMERA FOR COUNCIL	6,077.72
30165	07/27/2021	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	ADA SELF-EVAL TRANSITION PLAN	23,109.39
30166	07/27/2021	PD OPS	MADERA CO SUPERINTENDENT OF SCHOOLS	ROOM RENTAL FEES - PD TRAINING	180.00
30167	07/27/2021	FINANCE	AT&T	06/21 SERVICE 831-000-6408 576	6,853.76
30168	07/27/2021	PD OPS	AT&T	06/21 CALNET SERVICE 939106455	563.99
30169	07/27/2021	WWTP	BSK ASSOCIATES	PROCESS CONTROL LAB	1,242.00
30170	07/27/2021	FINANCE	BANK OF NEW YORK MELLON	LEASE REVENUE BONDS SERIES 2019	1,500.00
30171	07/27/2021	PW ADMIN	BOTWRIGHT JR., JOHN D.	PER DIEM - TRI-STATE SEMINAR	274.50
30172	07/27/2021	PW ADMIN	BROOKS, ERIC	PER DIEM - TRI-STATE SEMINAR	335.48
30173	07/27/2021	FACILITIES	CA DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL DAMAGE	301.87
30174	07/27/2021	FINANCE	CA DEPARTMENT OF TRANSPORTATION	AIRPORT HANGAR LOAN PAYMENT	28,480.00
30175	07/27/2021	PURCHASING	CANON FINANCIAL SERVICES	PD COPIER	186.77
30176	07/27/2021	IS	DELL COMPUTER CORPORATION	SERVER REPLACEMENTS FOR PD, PW	38,363.63
30177	07/27/2021	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SERVICES	12,040.00
30178	07/27/2021	PD OPS	LEGACY K9 INC.	BI MONTHLY MAINTENANCE TRAINING	2,022.20
30179	07/27/2021	PD OPS	LOU'S GLOVES, INC.	MEDICAL GLOVES	1,179.00
30180	07/27/2021	FINANCE	CITY OF MADERA	SMART IRR CONTROLLER REBATE	1,051.74
30181	07/27/2021	PD OPS	MADERA POLICE OFFICERS ASSOCIATION	REIMBURSEMENT FOR PD EVENT	500.00
30182	07/27/2021	FINANCE	MADERA POLICE DEPARTMENT	ASSET FORFEIT ACCT	2,509.58
30183	07/27/2021	ENGINEERING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	279.50
30184	07/27/2021	PD OPS	MADERA UNIFORM & ACCESSORIES	RAZOR BODY ARMOR	849.76
30185	07/27/2021	PD OPS	MATHIES, MICHAEL	PER DIEM - TRI-STATE SEMINAR	335.48
30186	07/27/2021	WWTP	MONDRAGON, JUAN	MILEAGE REIMBURSEMENT	107.50
30187	07/27/2021	FINANCE	PACIFIC GAS & ELECTRIC	06/21 SERVICE 443905948-8	43,300.05
30188	07/27/2021	FINANCE	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	505.41
30189	07/27/2021	PD OPS	PECK'S PRINTERY	FORMS FOR CODE ENFORCEMENT	737.19
30190	07/27/2021	WWTP	POLYDYNE INC.	CHEMICALS AND SOLVENTS	7,519.05
30191	07/27/2021	PD OPS	ROMERO, ARTURO	PER DIEM - TRI-STATE SEMINAR	335.48
30192	07/27/2021	PD OPS	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	1,040.00
30193	07/27/2021	PW ADMIN	TECH. MASTER PEST MANAGEMENT	JULY 2021 PEST CONTROL	880.00
30194	07/27/2021	FIRE	TESEI PETROLEUM INC.	FUEL FOR FIRE DEPT	1,762.92
30195	07/27/2021	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES MAY	2,650.33
30196	07/27/2021	PLANNING	BLDING/PLAN REFNDS	CUSTOMER OVERCHARGED FOR PERMIT	237.50
30197	07/27/2021	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	177.57
30198	08/02/2021	PD OPS	KER'S GAS & LUBE, INC.	JUNE 2021 PD CAR WASHES	484.50
30199	08/02/2021	GRANTS	PEQUENOS EMPRESARIOS	CDBG 20-21 Q2 INVOICE	1,628.38
30200	08/02/2021	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY ADMINISTRATIVE ASSISTANT	2,782.14
30201	08/02/2021	PW ADMIN	SERVICEMASTER BY J&C BROWN	JULY 2021 JANITORIAL SERVICE	18,283.83
30202	08/02/2021	FINANCE	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,614.88
30203	08/02/2021	FIRE	ROSENBAUER MINNESOTA, LLC	TRUCK 58 ANNUAL LADDER TESTING	3,600.00
30204	08/02/2021	PD OPS	HARRY D. WILSON INC.	BRAKE PAD REPLACEMENT	96.02
30205	08/02/2021	FINANCE	MID-MGMT EMPLOYEE GROUP	JULY 2021 MONTHLY DUES	580.00
30206	08/02/2021	PW ADMIN	RNS COMMUNICATIONS, INC.	DMV BEVERAGE RECYCLING AD	6,840.00
30207	08/02/2021	GRANTS	LINDA GARNER	4TH QTR FY 20/21 REIMBURSEMENT	2,819.41
30208	08/02/2021	ENGINEERING	GHD INC.	ORIGINAL PO30170308 DESG4	4,137.00
30209	08/02/2021	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS 07/21	1,200.00
30210	08/02/2021	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD DEPT	37.89
30211	08/02/2021	ENGINEERING	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	TRAFFIC SAFETY SIGNS ON LAKE	7,643.57
30212	08/02/2021	CITY ADMIN	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL	17,873.00
30213	08/02/2021	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICE	4,000.00
30214	08/02/2021	PD OPS	CAMP, REYNARD	REIMBURSEMENT - PATROL VEST	130.24
30215	08/02/2021	FACILITIES	PRESTIGE CUSTOM GLASS	WINDOW REPLACEMENT	662.39
30216	08/02/2021	GRANTS	HABITAT FOR HUMANITY FRESNO INC.	4TH QTR FY 20/21 REIMBURSEMENT	27,143.07
30217	08/02/2021	FACILITIES	CUBIC CORPORATION AND SUBSIDIARIES	TRAFFIC SOFTWARE	6,000.00
30218	08/02/2021	FINANCE	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	174.00
30219	08/02/2021	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	6.96
30220	08/02/2021	CITY ADMIN	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES	612.38
30221	08/02/2021	PARKS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE	16,740.00
30222	08/02/2021	GRANTS	ARMANDO VALENZUELA	OOR PI-2-220 RENEE WAY CHANGE	1,590.00
30223	08/02/2021	PLANNING	TELECOM LAW FIRM, P.C.	CONSULTING SERVICES	3,200.00
30224	08/02/2021	BUILDING	SIJ HOLDINGS LLC	RECRUITMENT AD	910.00
30225	08/02/2021	WWTP	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,596.00
30226	08/02/2021	FINANCE	AT&T	07/21 CALNET SERVICE 939102051	166.16
30227	08/02/2021	FINANCE	AT&T	07/21 CALNET SERVICE 939106873	882.14

CHECK	PAY DATE	DEPARTMENT	ISSUED TO	DESCRIPTION	AMOUNT
30228	08/02/2021	ENGINEERING	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	7,901.00
30229	08/02/2021	GRANTS	ARAMARK UNIFORM SERVICES	JANITORIAL CLEANING/MATS - TRANSIT	43.33
30230	08/02/2021	GRANTS	MEADOWS MOBILE HOME PARK	SPACE RENTAL #89- AUG 2021	710.12
30231	08/02/2021	GRANTS	BIG BROTHERS BIG SISTERS	4TH QTR FY 20/21 REIMBURSEMENT	2,974.68
30232	08/02/2021	PARKS	BSN SPORTS	BASEBALL CLINIC EQUIPMENT	134.85
30233	08/02/2021	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE JUNE 2021	3,464.91
30234	08/02/2021	FINANCE	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	847.63
30235	08/02/2021	FINANCE	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	932.54
30236	08/02/2021	PD OPS	COMCAST	07/21 SVS 8155500320092096	186.73
30237	08/02/2021	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	227.00
30238	08/02/2021	FIRE	DEPARTMENT OF FORESTRY AND FIRE	4TH QTR ACTUAL BILLING FOR CIT	1,095,907.11
30239	08/02/2021	FIRE	DIAMOND COMMUNICATIONS	06/21 ALARM MONITORING-CONDOR	861.00
30240	08/02/2021	HR/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIM PAYMENTS-MERP	13,803.84
30241	08/02/2021	HR/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JULY	3,325.00
30242	08/02/2021	PD OPS	J'S COMMUNICATIONS	1ST QTR 21/22 SERVICE AGREEMEN	5,025.60
30243	08/02/2021	HR/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	6,586.00
30244	08/02/2021	PARKS	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	1,477.21
30245	08/02/2021	FINANCE	M A C E A	JULY 2021 MONTHLY DUES	1,887.50
30246	08/02/2021	PD OPS	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES 04/21	482.46
30247	08/02/2021	FINANCE	CITY OF MADERA	CLOTHES WASHER REPLACEMENT REBATE	779.55
30248	08/02/2021	FINANCE	M.C.E.A.	JULY 2021 MONTHLY DUES	335.00
30249	08/02/2021	GRANTS	MADERA COALITION FOR COMM JUSTICE	Q4 CDBG 20/21	10,417.72
30250	08/02/2021	GRANTS	MADERA COUNTY E D C	4TH QTR FY 20/21 DISTRIBUTION	20,000.00
30251	08/02/2021	FINANCE	M P O A	JULY 2021 MONTHLY DUES	7,485.44
30252	08/02/2021	PW ADMIN	MADERA PUMPS, INC.	WELL # 34 REHAB	11,533.46
30253	08/02/2021	GRANTS	MADERA RESCUE MISSION, INC.	4TH QTR FY 20/21 CDBG	4,693.61
30254	08/02/2021	PLANNING	MADERA TRIBUNE	JOB RECRUITMENT AD - SENIOR PLANNER	49.40
30255	08/02/2021	PARKS	MAMMOTH OXYGEN	CO2 FOR POOL	348.99
30256	08/02/2021	FINANCE	WILLDAN FINANCIAL SERVICES	MADERA CFD 2005-1 ANNEXATION	3,500.00
30257	08/02/2021	FINANCE	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	8,212.90
30258	08/02/2021	FINANCE	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	2,070.68
30259	08/02/2021	FINANCE	PACIFIC GAS & ELECTRIC	07/21 SERVICE 6690755760-8	23,023.97
30260	08/02/2021	PW ADMIN	PROVOST & PRITCHARD CONSULTING GROUP	06/21 PROFESSIONAL SERVICES	1,999.20
30261	08/02/2021	PLANNING	RINCON CONSULTANTS, INC.	CONSULTING SERVICES	6,676.25
30262	08/02/2021	PARKS	SEAL RITE PAVING	INDIA PARK FENCE	17,778.00
30263	08/02/2021	WWTP	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING	4,374.50
30264	08/02/2021	PW ADMIN	STRATEGIC INSIGHTS, INC.	CIP SOFTWARE RENEWAL	750.00
30265	08/02/2021	ENGINEERING	TECHNICON ENGINEERING SVCS., INC.	COMPACTION TESTING	499.50
30266	08/02/2021	PARKS	TECH. MASTER PEST MANAGEMENT	JULY 2021 LTC PARK GOPHER PEST	550.00
30267	08/02/2021	PW ADMIN	UNDERGROUND SERVICE ALERT	2021 MEMBERSHIP FEE	5,254.68
30268	08/02/2021	ENGINEERING	UNION PACIFIC RAILROAD CO.	PLAN REVIEW -OLIVE ST / MILE	5,900.62
30269	08/02/2021	FINANCE	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	24,604.05
30270	08/02/2021	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING DOUBLETREE	12,978.00
30271	08/02/2021	PD OPS	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	101.27
30272	08/02/2021	FINANCE	AR REFUNDS	METER 5 DEPOSIT REFUND	1,700.00
30273	08/02/2021	FINANCE	AR REFUNDS	METER 4 DEPOSIT REFUND	1,700.00
30274	08/02/2021	FINANCE	AR REFUNDS	METER 7 DEPOSIT REFUND	1,700.00
30275	08/02/2021	FINANCE	AR REFUNDS	METER 23 DEPOSIT REFUND	1,700.00
30276	08/02/2021	FINANCE	AR REFUNDS	METER 11 DEPOSIT REFUND	1,700.00
30277	08/02/2021	FINANCE	AR REFUNDS	METER 8 DEPOSIT REFUND	1,488.72
30278	08/02/2021	FINANCE	AR REFUNDS	METER 22 DEPOSIT REFUND	1,700.00
30279	08/02/2021	FINANCE	AR REFUNDS	METER 11 DEPOSIT REFUND	1,700.00
30280	08/02/2021	FINANCE	AR REFUNDS	METER 15 DEPOSIT REFUND	1,217.58
30281	08/02/2021	FINANCE	AR REFUNDS	METER 26 DEPOSIT REFUND	1,502.72
30282	08/02/2021	FINANCE	AR REFUNDS	METER 35 DEPOSIT REFUND	1,700.00
30283	08/02/2021	FINANCE	AR REFUNDS	METER 8 DEPOSIT REFUND	1,700.00
30284	08/02/2021	FINANCE	AR REFUNDS	METER 31 DEPOSIT REFUND	1,700.00
30285	08/02/2021	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED PERMIT #20211574	147.68
30286	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 9922754 753 HARBOR CREDIT	144.36
30287	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 8575261 27 POINTE WEST CREDIT	49.45
30288	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 9894636 2700 GREENWOOD CREDIT	215.58
30289	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 8227072 1104 OWENS CREDIT	134.47
30290	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 7372008 708 S LAKE CREDIT	91.73
30291	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 8111009 1205 NEBRASKA CREDIT	79.01
30292	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 9903389 304 CALIFORNIA CREDIT	372.24
30293	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 9913837 421 S A CREDIT REFUND	298.64
30294	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 9913460 65 LOS CERRITOS CREDIT	75.29
30295	08/02/2021	UB - WATER	OTP- UB REFUNDS	UB 9916833 1019 NEBRASKA CREDIT	68.18
30296	08/04/2021	FINANCE	MID VALLEY DISPOSAL INC.	DISPOSAL FEES MARCH 2021	1,721,794.08
30297	08/10/2021	FLEET	TURF STAR, INC.	#4010 HYDRAULIC SYSTEM REPAIRS	2,611.89
30298	08/10/2021	GRANTS	PEQUENOS EMPRESARIOS	CDBG 3RD QTR FY 20/21 INVOICES	3,998.10

CHECK	PAY DATE	DEPARTMENT	ISSUED TO	DESCRIPTION	AMOUNT
30299	08/10/2021	ENGINEERING	ACRO SERVICE CORPORATION	TEMP ADMIN ASSISTANT - ENG DEPT	2,569.70
30300	08/10/2021	GRANTS	TRILLIUM SOLUTIONS, INC.	MADERA MAX GTFS	650.00
30301	08/10/2021	WWTP	DXP ENTERPRISES, INC	HEADWORK INFLUENT PUMP REBUILD	43,467.15
30302	08/10/2021	PW ADMIN	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY 07/01/21-07/15/21	20,788.09
30303	08/10/2021	WWTP	JM SQUARED ASSOCIATES, IN.C	INFLUENT PUMPS REPLACEMENT	27,975.55
30304	08/10/2021	FLEET	DUSTIN PICKETT	TOOL ALLOWANCE REIMBURSEMENT	300.00
30305	08/10/2021	FINANCE	AT&T	07/21 CALNET 3 SVS 9391026414	2,977.65
30306	08/10/2021	GRANTS	ARAMARK UNIFORM SERVICES	JANITORIAL CLEANING/SUPPLIES	127.23
30307	08/10/2021	WWTP	BSK ASSOCIATES	INDUSTRIAL PRE-TREATMENT COMPLIANCE	543.50
30308	08/10/2021	ENGINEERING	BUSH ENGINEERING, INC.	TS-17 TRAFFIC SIGNAL AT THE INTERSECTION	16,224.24
30309	08/10/2021	IS	CDW GOVERNMENT, INC	REPLACEMENT FIREWALLS	16,227.44
30310	08/10/2021	GRANTS	CAPMC	CDBG 20/21 QTR 4 INVOICE	10,334.37
30311	08/10/2021	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	20/21 DOT RECERT & PRE EMPLOYMENT PHYSICAL	784.00
30312	08/10/2021	HR/RISK MGT	CPS HR CONSULTING	BILINGUAL TEST 07/19/21	1,106.50
30313	08/10/2021	ENGINEERING	DAVE CHRISTIAN CONSTRUCTION	FD01 & FD03 FIRE STATION 57	9,114.16
30314	08/10/2021	GRANTS	DIAMOND COMMUNICATIONS	07/21 FIRE ALARM MONITORING	80.00
30315	08/10/2021	HR/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS PAYMENTS MERP	25,779.30
30316	08/10/2021	PURCHASING	FEDERAL EXPRESS	OVERNIGHT SHIPPING-PURCHASING	46.31
30317	08/10/2021	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 07/16/21-07/30/21	14,440.00
30318	08/10/2021	CITY COUNCIL	LEAGUE OF CALIFORNIA CITIES	LOCC GENERAL MEMBERSHIP MEETING	150.00
30319	08/10/2021	WATER OPS	CITY OF MADERA	TOILET REPLACEMENT REBATE X2	433.66
30320	08/10/2021	GRANTS	MADERA CHAMBER OF COMMERCE	4TH QTR 20/21 CDBG-CV DISTRIBUTION	5,000.00
30321	08/10/2021	FINANCE	MADERA COUNTY TREASURER	JUNE 2021 COUNTY'S PORTION	1,603.50
30322	08/10/2021	COMM PROMO	MADERA CO TRANSPORTATION COMMISSION	FY 20/21 MEMBER ASSESSMENT FEE	15,311.00
30323	08/10/2021	GRANTS	MADERA COUNTY E D C	CDBG 20/21 QTR 4 REVOLVING LOAN	1,046.77
30324	08/10/2021	ENGINEERING	MADERA COUNTY RECORDERS OFFICE	RECORDING FEES FOR ANNUAL LMD	1,052.00
30325	08/10/2021	CENTRAL ADMIN	MADERA TRIBUNE	ARPA PUBLIC NOTICE AD 07/28/21	234.00
30326	08/10/2021	FLEET	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - JULY 2021	408.63
30327	08/10/2021	GRANTS	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES	108.00
30328	08/10/2021	FINANCE	PACIFIC GAS & ELECTRIC	07/21 SERVICE 3499945233-6	217,139.26
30329	08/10/2021	FINANCE	PHOENIX GROUP INFO SYS	CITATIONS FOR MAY 2021	671.85
30330	08/10/2021	WWTP	POLYDYNE INC.	BIOSOLIDS DEWATERING CHEMICALS	7,519.05
30331	08/10/2021	IS	SHI INTERNATIONAL CORP.	TECHSMITH RENEWAL FY 21/22	1,075.00
30332	08/10/2021	WWTP	SYNAGRO WEST, INC.	MONTHLY TRAILER RENTAL	8,800.00
30333	08/10/2021	WATER OPS	TECH. MASTER PEST MANAGEMENT	AUGUST 2021 PEST CONTROL SERVICE	880.00
30334	08/10/2021	IS	TYLER TECHNOLOGIES INC.	PACE TRAINING	16,732.04
30335	08/10/2021	ENGINEERING	UNION PACIFIC RAILROAD CO.	PIPELINE CROSSING AGREEMENT	12,010.00
30336	08/10/2021	ENGINEERING	UNION PACIFIC RAILROAD CO.	WIRELINE CROSSING AGREEMENT	3,000.00
30337	08/10/2021	WATER OPS	OTP- REBATES	TURF REPLACEMENT REBATE	806.10
30338	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9918272 1181 GOOSECROSS CREDIT	172.21
30339	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9898003 941 DRYSDALE CREDIT	191.28
30340	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9921442 1334 BARCELONA CREDIT	136.39
30341	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9926195 513 SHANNON CREDIT	142.10
30342	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9890395 2504 RIVERVIEW CREDIT	44.41
30343	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9908527 1076 NAVAL CREDIT	211.40
30344	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9898478 733 MAINBERRY CREDIT	128.04
30345	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9922639 433 AHWAHNEE CREDIT	126.80
30346	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9923422 910 GARFIELD CREDIT	124.52
30347	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9917615 420 N G CREDIT REFUND	260.49
30348	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9917475 236 WALLACE CREDIT	133.70
30349	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9925507 1832 COOLIDGE CREDIT	69.03
30350	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9924757 676 PEAR CREDIT REFUND	132.07
30351	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9631122 2808 WILLOW CREDIT	332.32
30352	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9916670 1209 E KENNEDY CREDIT	110.07
30353	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9912989 2207 RIVERVIEW CREDIT	124.42
30354	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9920828 1519 SONORA CREDIT	101.50
30355	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9922145 1467 ACORN CREDIT	140.24
30356	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9923191 328 S TIMBERLINE CREDIT	73.28
30357	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9920391 1106 COLUMBIA CREDIT	154.82
30358	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9923318 1302 MERCED CREDIT	200.50
30359	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9912200 1168 COLOMBARD CREDIT	195.82
30360	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9924989 1219 KATHRYN CREDIT	110.86
30361	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9915575 472 JOYA CREDIT REFUND	141.68
30362	08/10/2021	UB - WATER	OTP- UB REFUNDS	UB 9896201 3 SEASONS CREDIT REFUND	214.10
30363	08/17/2021	ENGINEERING	ACRO SERVICE CORPORATION	TEMP ADMIN ASSISTANT - ENG DEPT	8,975.48
30364	08/17/2021	FINANCE	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,614.88
30365	08/17/2021	PD OPS	STANLEY CONVERGENT SECURITY SOLUTIONS	SERVICE TRIP CHARGE/STANDARD	467.00
30366	08/17/2021	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - CEDERQUIST	75.78
30367	08/17/2021	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND SERVICES	700.00
30368	08/17/2021	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICE	4,000.00
30369	08/17/2021	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	322.00

CHECK	PAY DATE	DEPARTMENT	ISSUED TO	DESCRIPTION	AMOUNT
30370	08/17/2021	PD OPS	TRILOGY MEDWASTE WEST LLC	44 GAL RMW REUSABLE TUB	149.66
30371	08/17/2021	FINANCE	MV CHENG & ASSOCIATES, INC.	TEMP SERVICES -PURCHASING MANAGER	200.00
30372	08/17/2021	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES	1,766.72
30373	08/17/2021	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM/SUSPECT EXAMINATIONS	2,500.00
30374	08/17/2021	ENGINEERING	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES JULY	300.50
30375	08/17/2021	PARKS	ELITE MAINTENANCE AND TREE SERVICE	GRP 1 DOWNTOWN LANDSCAPE MAINT	16,740.00
30376	08/17/2021	FINANCE	HINDERLITER, DE LLAMAS AND ASSOCIATES	1ST QTR 21/22 CONTRACT/AUDIT SERVICES	15,026.35
30377	08/17/2021	GRANTS	ARMANDO VALENZUELA	HOME OOR PI 19-04-220 RENEE	6,319.00
30378	08/17/2021	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CFD 07/01/21-07/15/21	937.11
30379	08/17/2021	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	ADA SE & TP UPDATE 07/21	36,260.74
30380	08/17/2021	UB - WATER	MADERA COUNTY WORKFORCE INVESTMENT	UB 9921337 2037 W CLEVELAND CREDIT	19,120.87
30381	08/17/2021	PD OPS	RUIZ FAMILY ENTERPRISES INC	CONCRETE WORK	700.00
30382	08/17/2021	FINANCE	AT&T	07/21 CALNET 3 SERVICES	387.06
30383	08/17/2021	GRANTS	ARAMARK UNIFORM SERVICES	JANITORIAL CLNG/SUPPLIES-TRANSIT	7,814.78
30384	08/17/2021	WWTP	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB	1,509.00
30385	08/17/2021	HR/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL SEP	130.40
30386	08/17/2021	FINANCE	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	890.73
30387	08/17/2021	FINANCE	COMCAST	CITY INTERNET CONNECTION JULY	1,300.00
30388	08/17/2021	HR/RISK MGT	CPS HR CONSULTING	POLICE OFFICE SUPERVISOR EXAM	771.40
30389	08/17/2021	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN SERVICES JULY 2021	633.00
30390	08/17/2021	FIRE	DEPARTMENT OF FORESTRY AND FIRE	CFSTES AERIAL APPARATUS	1,540.00
30391	08/17/2021	ENGINEERING	DIAMOND COMMUNICATIONS	FIRE/BURGLARY ALARM MONITORING	180.00
30392	08/17/2021	HR/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS PAYMENT MERP	2,824.12
30393	08/17/2021	HR/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS PAYMENT MERP	10,530.91
30394	08/17/2021	FINANCE	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXPENSE	1,076.70
30395	08/17/2021	FACILITIES	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	484.96
30396	08/17/2021	CITY ADMIN	MADERA COUNTY DISTRICT ATTORNEY	LEGAL SERVICES	562.06
30397	08/17/2021	HR/RISK MGT	MADERA TRIBUNE	JOB RECRUITMENT AD - PW MAINT	723.35
30398	08/17/2021	PD OPS	MCCOMBS, MATTHEW	PER DIEM - SLI 468 SESSION 5	231.00
30399	08/17/2021	FINANCE	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	8,419.36
30400	08/17/2021	FINANCE	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	1,607.66
30401	08/17/2021	FINANCE	PACIFIC GAS & ELECTRIC	07/21 SERVICES 9920095153-3	69,673.16
30402	08/17/2021	PD OPS	PECK'S PRINTERY	TR100 NOTICE OF CORRECTION 3PA	934.20
30403	08/17/2021	ENGINEERING	SEAL RITE PAVING	SIDEWALK IMPROVEMENTS GATEWAY	193,631.82
30404	08/17/2021	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	11,090.68
30405	08/17/2021	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JULY 2021	190.30
30406	08/17/2021	ENGINEERING	UNION PACIFIC RAILROAD CO.	PLAN/INSPECTION REVIEW-OLIVE AVE	5,277.17
30407	08/17/2021	FINANCE	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	24,493.91
30408	08/17/2021	RECREATION	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC	50.00
30409	08/17/2021	RECREATION	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - SUNRISE	50.00
30410	08/17/2021	RECREATION	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC	100.00
30411	08/17/2021	RECREATION	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC	50.00
30412	08/17/2021	RECREATION	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY	50.00
30413	08/17/2021	UB - WATER	OTP- UB REFUNDS	UB 9920894 436 BLUERIDGE CREDIT	228.44
30414	08/17/2021	UB - WATER	OTP- UB REFUNDS	UB 9922533 1217 NEBRASKA CREDIT	164.12
30415	08/17/2021	UB - WATER	OTP- UB REFUNDS	UB 9914137 2671 KIMBERLY CREDIT	297.70
30416	08/17/2021	UB - WATER	OTP- UB REFUNDS	UB 9905537 276 MAKENNA CREDIT	98.43

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL **$ 8,655,566.41**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-3

SUBJECT:

Fiscal Year 2020/2021 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 the Council 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 in-house City Attorney. This report captures June 2021 invoices received, as well as Fiscal Year (FY) 2020/21 tracking of invoices received.

If there is any additional information Council desires to see in future iterations of this report, please advice and staff will make the requested change.

Firm: Madera County District Attorney's Office (Litigation)

June Fees N/A: Charged on an Annual Basis

Matter	Charges	
	June 2021	FY 2020/2021
Prosecution Services for City per Agreement	$0.00	$562.06
Total	$0.00	$562.06

Firm: Colantuono, Highsmith & Whatley, PC (Litigation)

Billing Period: June 2021

Matter	Charges	
	June 2021	*FY 2020/2021*
Pending Litigation	$612.38	$10,105.07
Total	$612.38	$10,105.07

Firm: Montoy Law Corporation (City Attorney Services and Litigation)

Billing Period: June 2021

Matter	Charges	
	June 2021	*FY 2020/2021*
City Attorney Services		
General Legal Review/Advice	$0.00	$14,241.00
City Clerk	$540.50	$4,700.00
Attendance at Council Meetings & Advice on Same	$0.00	$27,025.00
City Council Requests for Information/Research	$3,243.00	$4,253.50
City Manager	$0.00	$3,360.50
Review and Advice on Agreements	$5,146.50	$45,707.50
Public Records Act Matters	$0.00	$3,078.50
Real Estate Transactions	$0.00	$0.00
Planning	$1,081.00	$43,639.50
Finance	$352.50	$3,807.00
Successor Agency	$0.00	$1,057.50
Public Works/Engineering	$1,269.00	$30,773.25
Grand Jury	$0.00	$0.00
Personnel/Payroll	$211.50	$1,057.50
Municipal Code Enforcement/Updates	$305.50	$2,726.00
Police Department - General	$0.00	$1,104.50
Ordinances	$2,397.00	$13,183.50
Discounted Hours	$0.00	$1,880.00
Total City Attorney Services	$14,546.00	$196,800.75
Litigation Services		
Total Litigation Services	$4,360.50	$79,814.88
Total City Attorney and Litigation Services	$18,907.00	$276,615.63

Firm: Law Office of Gregory L. Myers (Litigation)

Billing Period: June 2021

Matter	*Charges*	
	June 2021	*FY 2020/2021*
Pending Litigation	$0.00	$0.00
Total	$0.00	$0.00

Firm: Abbott & Kindermann, Inc.

Billing Period: June 2021

Matter	*Charges*	
	June 2021	*FY 2020/2021*
Legal Services	$0.00	$15,858.51
Total	$0.00	$15,858.51

FINANCIAL IMPACT:

At the end of FY 2020/2021, expenditures for invoices total $303,141.27. This represents expenditures for specific City Attorney services, as well as specialized legal representation in various matters of litigation. All invoices received are summarized per the following table.

Legal Invoices FY 2020/2021	
City Attorney Services	
Montoy Law Corporation	$196,800.75
Litigation Services	
Madera County District Attorney's Office	$562.06
Colantuono, Highsmith & Whatley, PC	$10,105.07
Montoy Law Corporation	$79,814.88
Law Office of Gregory L. Myers	$0.00
Abbott & Kindermann, Inc.	$15,858.51
Litigation Services Total	$106,340.52
Total City Attorney and Litigation Services FY 2020/21	$303,141.27

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Anthony R. Forestiere, Interim Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-4

SUBJECT:

Consulting Services Agreement with Demsey, Filliger & Associates, LLC

RECOMMENDATION:

Adopt a resolution approving a Consulting Services Agreement between the City and Demsey, Filliger & Associates, LLC to prepare the City's OPEB (Other Post-Employment Benefits) Actuarial Report as of June 30, 2021

SUMMARY:

Governmental Accounting Standards Board (GASB) 75 requires public employers to perform periodic actuarial valuations to measure and disclose their post-retirement benefit obligations. Demsey, Filliger & Associates, LLC has previously prepared the City's OPEB Actuarial Report and has extensive knowledge about the City of Madera that would allow for timely and accurate reports.

DISCUSSION:

The City of Madera is required to complete an OPEB valuation by a licensed actuarial firm every two years. In preparation for the Fiscal Year 2020/21 and 2021/22 audits, staff reached out to companies that specialize in preparing OPEB Actuarial Reports. The City received three (3) quotes as follows:

Consultant	Quote
Demsey, Filliger & Associates, LLC	$5,000
Jefferson Solutions, Inc	$5,875
Bartel Associates, LLC	$12,500

Since Demsey, Filliger & Associates, LLC has completed quality work for the City in previous years and because they are the lowest bidder, staff is recommending that Demsey, Filliger & Associates, LLC prepare the Actuarial Report for the fiscal year ending June 30, 2021, to be used in the preparation of our financial statements for Fiscal Years 2020/21 and 2021/22.

FINANCIAL IMPACT:

Approval of the agreement will provide ongoing financial reporting support for the City. The agreement amount of $5,000 was budgeted under the contracted services line item for the Finance Department.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement is not specifically addressed in the vision 2025 plan, but falls within the parameters to provide for A Well-Planned City.

ALTERNATIVES:

Should Council not take action on the agreement, the City would need to explore other potential consultants to prepare the GASB required OPEB valuation for the 2020/21 and 2021/22 fiscal year audits.

ATTACHMENTS:

1. Resolution
2. Agreement for Consulting Services with Demsey, Filliger, & Associates, LLC
   Exhibit A: Scope and Fees

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND DEMSEY, FILLIGER & ASSOCIATES, LLC FOR THE PREPARATION OF THE CITY'S OPEB ACTUARIAL REPORT FOR THE FISCAL YEARS 2020/21 AND 2021/22

WHEREAS, the City of Madera (the "City") has a fiduciary responsibility to have its financial records and transactions audited each fiscal year by an independent Certified Public Accounting (CPA) firm; and

WHEREAS, the City of Madera is also required to have an OPEB (Other Post Employment Benefits) valuation completed by a licensed actuarial firm every two years; and

WHEREAS, the audit of the fiscal year 2020/2021 City of Madera financial statements is currently in process and requires an OPEB valuation be completed in order to receive an unqualified opinion on its financial statements; and

WHEREAS, City staff has requested pricing from three different vendors and obtained the lowest quote from Demsey, Filliger & Associates, LLC for the amount of $5,000;

WHEREAS, Demsey, Filliger & Associates, LLC is qualified to perform the required services.

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

1. The above recitals are true and correct.

2. The Consulting Agreement between the City of Madera and Demsey, Filliger & Associates, LLC in an amount not to exceed $5,000, a copy of which is attached to this resolution and incorporated by reference, is hereby approved.

3. The resolution is effective immediately upon adoption.

****

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF MADERA AND DEMSEY, FILLIGER & ASSOCIATES LLC TO PREPARE THE CITY'S OPEB (OTHER POST-EMPLOYMENT BENEFITS) ACTUARIAL REPORT FOR FY 2020/21

This Consulting Services Agreement ("Agreement") is made and entered into this 1st day of September, 2021 between the City of Madera, a municipal corporation of the State of California, ("CITY"), and Demsey, Filliger & Associates LLC ("CONSULTANT").

RECITALS

WHEREAS, CITY is required to complete an OPEB Actuarial Report every two years in preparation for the fiscal year 2020/21 and 2021/22 financial statements (hereinafter referred to as "Services"); and

WHEREAS, CITY has the authority to contract for said services through a designated individual or entity; and

WHEREAS, CONSULTANT is qualified to provide the required professional services and is knowledgeable of Federal, State and City standard policies and regulatory requirements; and

AGREEMENT

NOW, THEREFORE, the Parties incorporate the foregoing recitals and agree as follows:

I. STATEMENT OF WORK

A. Scope of Services

CONSULTANT shall provide the professional services as set forth in Exhibit 'A', Scope and Fees, attached hereto and incorporated herein by reference as if fully set forth. CONSULTANT's Project Manager shall meet with CITY's Finance department, as needed, to discuss progress on the project.

II. COMPENSATION

The work to be performed under this AGREEMENT is described in Article I Statement of Work and the approved CONSULTANT's Cost Proposal dated January 26, 2021. The approved CONSULTANT's Compensation is attached hereto as Exhibit 'A', Scope and Fees and incorporated by reference as if fully set forth. If there is any conflict between the approved Compensation and this AGREEMENT, this AGREEMENT shall take precedence. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem,

unless otherwise expressly so provided.

III. METHOD OF PAYMENT

Consultant shall submit an invoice within thirty (30) days of performing services stating the amount. Payment of the invoice will be made after acceptance by the City. Such acceptance shall not be unreasonably withheld.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnity

Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

4.2 Insurance

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants 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.
- **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 Consultant.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

V. TERMINATION

This contract may be terminated by either party on thirty (30) days written notice to the other. The City and shall compensate Consultant for services performed and expenses incurred prior to the date of transmittal or receipt of said written notice.

VI. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgement.

VII. NOTICES

All notices that are required to be given by one to the other under this Agreement shall be in writing to the other part.

CITY:

City of Madera
Attn: Anthony Forestiere
205 West Fourth Street
Madera, CA 93637
(559) 661-5453

CONSULTANT:

DFA, LLC
Attn: Carlos Diaz, Actuary
46 Costa Brava Drive
Laguna Niguel, CA 92677

VIII. INDEPENDENT CONTRACTOR

In the furnishing of services provided herein, the Consultant is acting as an independent contractor and not an employee of the City. Consultant acknowledges and agrees that at all times, Consultant or any agent or employee of the Consultant shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Consultant, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Consultant, or any agent or employee of Consultant shall not have employee status with City, not be entitles to participate in an plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Consultant or any agent or employee of Consultant is liable for the acts and omissions of itself, its employees, and its agents. Consultant shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Consultant's performing services and work, or any agent or employee of Consultant providing same. Nothing in the Agreement shall be construed as creating an employment or agency relationship between City and Consultant or any agent or employee of Consultant. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the of Consultant's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Consultant performs work under this Agreement.

IX. COMPLIANCE WITH LAWS

In the performance of this Agreement, Consultant shall comply with all applicable local, state, federal laws and regulations and laws referenced in this section.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.) and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3 Proprietary Information. In the performance of Services, Consultant may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Consultant, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or confidential information.

9.4 Nondiscrimination Requirements. Consultant shall comply with all state and federal laws in the administration of this Agreement.

9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6 Public Records Act. Consultant acknowledges that this Agreement and all records related to its formation, Consultant's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code Section 6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

X. MISCELLANEOUS

10.1 Governing Laws. The laws of the State of California shall govern the rights and obligations of the parties under this 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.

10.2 Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

10.3 Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be the County of Madera.

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

* * * * * * * * * *

The City and Demsey, Filliger & Associates LLC have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF MADERA

By:_____

Its: Santos Garcia, Mayor

Dated:_____, 2021

_____

CITY CLERK of the City of
Madera, California

Approved as to form:

CONSULTANT

_____

City Attorney

By:_____

Its:_____

Dated:_____,

EXHIBIT A

January 26, 2021

Dear Roger:

Thank you for this opportunity to provide the City with the following proposal for actuarial services. City of Madera has been a DFA, LLC (DFA) client since 2014. We value our relationship and hope to continue it for many years into the future.

Fees

Our flat fee, for the scope of work (described below) will be as follows:

Actuarial Report as of July 1, 2020	$3,500
GASB 75 footnote information for fiscal year ending June 30, 2021	$750
GASB 75 footnote information for fiscal year ending June 30, 2022	$750
Meeting with City staff or board to explain the report and discuss any other issues or concerns	No Charge
Total Fee	$5,000

While we believe our fees to be quite competitive, please contact us immediately if you have any concerns about the level of fees. We would not want fees to affect our relationship and are available to discuss any concerns.

Scope of Work

DFA will provide City of Madera with an actuarial report as of July 1, 2020, setting forth all City liabilities of the postretirement health benefit program, including a projection of City expenditures under the plan. Our report will contain the following information:

- Determination of postretirement benefit obligations and components of expense in accordance with the Statement No. 75 of the Governmental Accounting Standards Board for fiscal year beginning July 1, 2020.
- Alternative amounts for prefunding the obligations as a percent of covered employee payroll.
- Reconciliation of Total OPEB Liability with the prior actuarial report.
- Roll-forward of Net OPEB Liability to GASB 75 measurement date.
- Summary of plan provisions, actuarial assumptions, and certification.

The scope also includes:

- Preparation (or review) of the GASB 75 footnote information at the time the City prepares its financial statements for fiscal years ending June 30, 2021 and June 30, 2022.
- Meeting with City staff or board to explain the report and discuss any other issues or concerns. Meeting would be virtual, in-person, or by telephone as requested.

Why Choose DFA

Continuity and Succession – Uninterrupted Service. City of Madera has been a DFA client since 2014. We continue to maintain easy access to your historical information in a secure environment. This allows us to supplement our services with a certain level of institutional knowledge.

We value our relationship and hope to continue it for many years into the future. We have developed a succession plan, in which our credentialed actuaries will ensure uninterrupted service for the foreseeable future. Our credentialed actuaries have years of experience ranging between 11 and 33 years. Individual biographies for all team members are available upon request.

Team Approach – Quality. Our valuations are prepared and peer-reviewed under the supervision of at least two credentialed actuaries on staff. Our approach results in a higher degree of quality control, improved response times, and effective project management. In addition, our team approach facilitates individual growth among the team members who serve you.

Systems – Improving Processing Time. We have made significant investments in technology. We moved away from a homegrown actuarial system to a world-renown valuation system. The system improves our processing time, enhances our capabilities, and helps in the recruitment of top talent.

We are currently testing and will soon roll out an interactive, state-of-the-art data management system to further improve processing time and to build a comprehensive database for each client.

Professional and Commercial Insurance. DFA is covered by appropriate levels of professional and commercial insurance. We are available to provide proof of insurance upon request.

*****

Feel free to call us with any questions about this proposal.

Sincerely,

DFA, LLC

City of Madera
GASB 75 DISCLOSURE DATA REQUEST

January 26, 2021

Dear Roger:

We are requesting the information required for the July 1, 2020, GASB 75 valuation of the retiree health insurance program.

We have prepared the checklist below to guide you through the data gathering process and to help ensure all required data is included.

- ☐ Census Data: Complete list of all active employees and retirees as of the valuation date. The Excel workbook provided shows a sample layout and label options. Additional notes can be found throughout the Excel workbook. If you provide the census data in a different worksheet, please reference the notes in the provided Excel sheet to be sure the data you have assembled is complete.

- ☐ Health Premiums: Premium rate sheets that show active rates, under age 65 retiree rates, and over age 65 (Medicare) retiree rates for all plans available to employees for the one-year period starting at the valuation date. This should include all benefits available to retirees such as medical, pharmacy, dental, vision, and/or life insurance.

- ☐ Employee Contracts: Relevant sections of collective bargaining agreements (Retirees' Health Insurance), employee booklets, and/or memorandum of understanding documents describing other post-employment benefits for retirees as of the valuation date.

- ☐ Audit: Copy of the most recent completed financial audit.

- ☐ Payroll: Total covered payroll for benefit eligible employees for the most recent completed fiscal year. This amount represents total gross wages before adjustments for benefits.

- ☐ Contributions: The pay-as-you-go contributions for retiree health benefits for the most recent completed fiscal year.

- ☐ OPEB Trust: If there is an irrevocable other post-employment benefits trust account, a copy of the annual statement for the most recent completed fiscal year.

Please email the updated workbook and attachments to Carlos Diaz: cdiaz@dfa-actuaries.com.

After you have had a chance to review this information, please let us know if you have any questions.

Regards,

Carlos Diaz

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

_____
Daniel Foss, Interim Public Works Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-5

SUBJECT:

Appointment of Miguel Gonzalez to the City of Madera Airport Advisory Commission

RECOMMENDATION:

Adopt a Resolution appointing Miguel Gonzalez to the City of Madera Airport Advisory Commission (AAC)

SUMMARY:

Mayor Santos Garcia has indicated that he would like to appoint Miguel Gonzalez to the City of Madera AAC. Each Council Member, inclusive of the Mayor, nominates one member to serve on this Committee. Formal appointment occurs through action by the full Council.

DISCUSSION:

The City of Madera AAC is a Council appointed body established to serve in an advisory capacity to Council and staff on matters involving the Madera Municipal Airport (Airport). The AAC is tasked with reviewing the annual budget, recommending capital projects, reviewing and recommending Airport policies and operation procedures, and reviewing and recommending action regarding land use surrounding the Airport. The Commissioners are nominated by an individual Councilmember and serve a term of four years, concurrent with the Councilmember.

Per the AAC Rules of Procedure, all members shall:

- Reside in Madera County; and,
- Should have some knowledge or connection to aeronautics.

At least four members of the AAC are required to be residents of the City of Madera. Mr. Gonzalez resides in the City and has the necessary experience and knowledge to be a beneficial addition to the Commission (Attachment 2).

FINANCIAL IMPACT:

There is no financial impact from the recommended action, as the Commission serves without compensation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this item does not directly implement a Vision action item, it is not in conflict with one either.

ALTERNATIVES:

Should Council choose to not appoint Mr. Gonzalez to the AAC, Mayor Santos Garcia would have to return to a future meeting with an alternative nomination request.

ATTACHMENTS:

1. Resolution – AAC Appointment
2. AAC Application – Miguel Gonzalez

RESOLUTION NO. 20 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MIGUEL GONZALEZ TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION

WHEREAS, the City Council, in previous action, has adopted an Ordinance that specifies nomination procedures, appointment procedures, and terms of office for members of City Boards and Commissions; and

WHEREAS, Miguel Gonzalez has been duly nominated by Mayor Santos Garcia; and

WHEREAS, the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

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

1. The above recitals are true and correct.

2. Miguel Gonzalez is hereby appointed to the Airport Advisory Commission of the City of Madera for the term prescribed by Ordinance.

3. This Resolution is effective immediately upon adoption.

* * * * * * * * * *

RECEIVED
OFFICE OF THE CITY CLERK

FEB 26 2021

BY: Jason Zalk

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

cc: PW Mayer

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Beautification Committee
- ☐ CDBG Review and Advisory Committee
- ☐ Planning Commission
- ☐ Other: _____
- ☒ Airport Advisory Commission (SC.)
- ☐ Civil Service Commission
- ☐ Loan Review Committee
- ☒ Transit Advisory Board

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Gonzalez	Miguel	A

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]	Madera, CA, 93638	[redacted]

MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
		[redacted]

EMPLOYER	JOB TITLE	BUSINESS PHONE
Madera Unified	Teacher	

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
13 YEARS 0 MONTHS	☒ YES ☐ NO	☐ YES ☒ NO

EDUCATIONAL BACKGROUND:

Fresno State

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

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

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I want to make a difference in our community. I want Madera to be a place where people want to live.

REFERENCES (Optional):

Tricia Molina - [redacted]

Gloria Evangelista - [redacted]

Santos Garcia Mayor [redacted]

2/3/21
DATE

Miguel Hozals
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Parks & Community Services Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-6

SUBJECT:

After School Program Consultant Services Agreement between Madera Unified School District (MUSD) and the City

RECOMMENDATION:

Adopt a Minute Order approving the Consultant Services Agreement with MUSD for partial administration of the academic school year 2021/22 After School Program, not to exceed $124,000

SUMMARY:

The City has partnered with MUSD to provide After School Programs (ASP) at sites throughout the District for more than five years. The City has successfully provided recreation, education, and enrichment programs in the afterschool setting and MUSD desires to enter into a similar agreement for the upcoming 2021/22 academic school year for services at 12 school sites. Under the proposed agreement, MUSD would reimburse the City for services up to $124,000. The Parks Department serves as the lead.

DISCUSSION:

The City works in concert with MUSD to ensure that students have access to quality enrichment programming during the critical after school hours. Like MUSD, the City is committed to the positive human development of our young residents. In ongoing partnership with MUSD, the City will deliver science education during select program days. City staff also provide resources to lead a variety of academic achievement, fitness, recreation, and enrichment activities.

Staff is pleased to recommend continuing our partnership with MUSD so that we can further efforts to narrow achievement gaps, strengthen youth, and provide safe and structured

enrichment activities. The proposed Agreement provides funding on a reimbursement basis at 12 sites as listed in Table 1.

Table 1: *School Sites and Funding Levels*	
School	*Amount*
La Vina Elementary	$5,000
Millview Elementary	$11,500
Monroe Elementary	$11,500
Nishimoto Elementary	$11,500
Parkwood Elementary	$11,500
Sierra Vista Elementary	$11,500
Washington Elementary	$11,500
Desmond Middle School	$7,500
Martin Luther King, Jr. Middle School	$7,500
Madera High School	$15,000
Madera South High School	$13,000
Mountain Vista High School	$7,000
TOTAL	**$124,000**

FINANCIAL IMPACT:

The total value of the Agreement is not to exceed $124,000. Billing is done on an hourly basis according to the number of staff members who run each day's programming. The fully burdened rate includes overhead for both supplies and full-time staff whose support make this program possible. As a result, the contract itself does provide some General Fund relief for the activities borne from this Agreement. Staff estimates this to be as much as $45,000 for Fiscal Year 2021/22.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

- Action 305.4: Expand youth service club and promote community services provided.
- Strategy 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.
- Strategy 334: After School Programs: Develop after-school programs with emphasis on local cultures and their histories.
- Strategy 404: Promote increased community wellness.
- Strategy 411: Enhance and expand recreational activities available to Maderans.

ALTERNATIVES:

1. Council may direct staff to defer resumption of the After School Program to a later date.

ATTACHMENTS:

1. Consultant Services Agreement

MADERA UNIFIED SCHOOL DISTRICT

CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 1st day of September 2021, by and between Madera Unified School District ("District") and The City of Madera ("Consultant").

1. Consultant agrees to provide the following specified services:
The City of Madera will assign staff to provide enrichment services to students in the Madera Unified School District Afterschool Program at twelve (12) sites.

2. Term. The Consultant's services described in Paragraph 1 shall commence on September 1, 2021, and shall end on June 30, 2022, unless earlier terminated pursuant to Paragraph 8.

3. Payment. District agrees to pay Consultant as follows: A total of $124,000 for services provided at the following sites: $5,000 at La Vina Elementary; $11,500 per site at Millview Elementary, Monroe Elementary, Nishimoto Elementary, Parkwood Elementary, Sierra Vista Elementary and Washington Elementary; $7,500 per site at Desmond Middle School and Martin Luther King Middle School; and $15,000 for services at Madera High School; $13,000 at Madera South High School; and $7,000 at Mt. Vista High School. Unless directed otherwise in writing by District, City shall not provide services in excess of allocated cost per site as listed above.

4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.

5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.

6. Indemnity.
General Liability. This section shall govern any liability incurred by one party through the fault of the other party.

District to Indemnify. The District shall defend, indemnify, and hold the City, it's officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of our incident to any negligent acts, omissions, or willful misconduct of the District, it's officials, officers, employees, agents, and volunteers arising out of or in connection with the District's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

City to Indemnify. The City shall defend, indemnify, and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the City, its officials, officers, employees, agents, and volunteers arising out of or in connection with the City's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

7. Insurance. Consultant agrees to procure and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than Two Million Dollars ($2,000,000) per occurrence, Five Million ($5,000,000) aggregated liability coverage and One Million Dollars ($1,000,000) for property damage. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.

8. Termination of Agreement. District and or Consultant may terminate this Agreement for any reason upon 30 days written notice. In the event of early termination, Consultant shall be paid for work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.

MUSD BOARD APPROVED: JUNE 8, 2021
MOTION NO. 178-2020/21
DOCUMENT NO. 358-2020/21

9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.

10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.

14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by the parties.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California, if applicable, to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.

17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.

18. Approvals. The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees and by the Madera City Council.

19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision is negotiable as to the needs of specific children.

20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.

22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

MUSD BOARD APPROVED: JUNE 8, 2021
MOTION NO. 178-2020/21
DOCUMENT NO. 358-2020/21

Madera Unified School District:

by: Todd Lile

Superintendent, Madera Unified School District

Signature

Date: 8.17.21

Consultant:

Santos Garcia

Mayor, City of Madera

Signature

Date: _____

Federal ID# _____

MUSD BOARD APPROVED: JUNE 8, 2021
MOTION NO. 178-2020/21
DOCUMENT NO. 358-2020/21

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-7

SUBJECT:

Use agreement with the City of Kerman for the use of its shooting range

RECOMMENDATION:

Approve a minute order authorizing the Chief of Police to sign the use agreement allowing the Madera Police Department to use the City of Kerman shooting range.

SUMMARY:

The City of Kerman (Kerman) Range is currently used by the Madera Police Department (MPD) for the majority range training. The use agreement is required to continue the use of the range facility.

DISCUSSION:

The prior use agreement between Kerman and MPD contained a sunset clause that has passed. A new use agreement is required for the MPD to continue to conduct training events at the Kerman Range. By policy, Madera Police Officers are required to attend quarterly range training. Having access to a nearby range facility is imperative to accomplishing MPD's mission of fielding professional, highly-trained officers. The MPD has benefited from the use of the Kerman Range for over a decade.

FINANCIAL IMPACT:

There is no fiscal impact for continuing to use the Kerman Range, given that the Kerman allows MPD to train at no cost. Other range facilities in the area typically charge. For example, the Fresno Police Department Regional Training Center costs approximately $1,200 per quarter for range training.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Accepting a minute order authorizing the Chief of Police to sign a use agreement for the City of Kerman Range does not conflict with our Vision Madera 2025 plan.

ALTERNATIVES:

As an alternative, Council may:

- Not approve a minute order allowing the Chief of Police to sign the use agreement.
- Request that the Madera Police Department use an alternative range.

ATTACHMENTS:

1. Agreement

Attachment 1

Use Agreement

AGREEMENT FOR USE OF CITY OF KERMAN PROPERTY

Use of Range Facility by City of Madera Police Department

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

RECITALS

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

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

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

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

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

3. **PAYMENT**. No payment is required.

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

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

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

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

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

9. **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.

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

TO:	**City**	**TO: Permittee**
	Attn: John Golden	**Attn: Dino Lawson**
	City of Kerman Police Department	**City of Madera Police Department**
	850 S. Madera Ave.	**330 S. C Street**
	Kerman, CA 93630	**Madera, CA 93637**

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

12. **SEVERABILITY**. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or

unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

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

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

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

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

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

18. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Permittee and the City. This Agreement shall inure to the benefit of and be binding upon the parties herein and their respective successors and assigns.

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

CITY OF KERMAN	**CITY OF MADERA POLICE DEPARTMENT**
By: John Jansons	By: Dino Lawson
Title: City Manager	Title: Police Chief
Date:	Date:

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-8

SUBJECT:

City's contribution to cover the cost of Police, Public Works, and Park's fees in conjunction with the Old Timers' Day Parade

RECOMMENDATION:

Adopt a resolution waiving the fees to cover the costs of Police, Public Works, and Parks services relating to the Old Timers' Day Parade in the amount of $2,935

SUMMARY:

The Madera Downtown Association (MDA) and Madera Sunrise Rotary Club 587 (Rotary) will be sponsoring the annual Old Timers' Day Parade on Saturday, September 25, 2021, from 10:00 am to 12:00 pm. Historically, the Council has recognized this function as a community event and has covered the costs associated with traffic control and clean-up.

DISCUSSION:

Rotary has requested the City cover the costs associated with Police Department, Public Works, and Park's involvement with the event. Costs include traffic and crowd control, as well as clean-up. Each Department is prepared to provide these services at the direction of Council.

The MDA and Rotary will be required to obtain the appropriate encroachment permits for the use of City streets as part of the parade route. As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control is estimated at $1,562 to pay for overtime and straight time for seven officers. Public Works expenses for the day are anticipated at $624, and the Parks Department's costs are estimated at $749. These figures

represent the cost of personnel's time that would be on duty already, except for the two police officers who will be brought in on overtime. The total amount being petitioned for Council relief is $2,935.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 317: "Develop and encourage festival, gatherings, and events…"
Strategy 313: "Provide year-round programs fostering community pride…"

ALTERNATIVES:

Council may decline the request to waive fees or may request additional information.

ATTACHMENTS:

1. Resolution waiving the fees to cover city employee costs for services related to the Old Timers' Day Parade.
2. Letter received from MDA and Rotary.

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, AND PARK FEES RELATING TO OLD TIMERS PARADE FOR MADERA DOWNTOWN ASSOCIATION AND MADERA SUNRISE ROTARY CLUB 587 IN THE AMOUNT OF $2,935.00

WHEREAS, on September 1, 2021, the City Council of the City of Madera considered a request by Madera Downtown Association and Madera Sunrise Rotary Club 587 to waive the fees to cover costs relating to the Old Timers Parade; and

WHEREAS, the Madera Downtown Association and Madera Sunrise Rotary Club 587 has planned and organized this annual community event providing citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, the City fees for Police, Public Works, and Park fees are $2,935; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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

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

2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.

3. The City Council does hereby waive the City fees requested by Madera Downtown Association and Madera Sunrise Rotary Club 587 in the amount of $2,935 associated with the Old Timers Parade.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

Madera Old Timers' Day Parade
120 N. E St.
Madera, CA 93638

559-474-9901
District3@Maderacounty.com

Mr. Mayor and Councilmember's,

On behalf of the Madera Downtown Association and Madera Sunrise Rotary Club 587, we respectfully request waiving the costs associated with the Police Department's services for the Old Timers Day Parade (OTDP), as the City of Madera has graciously done for countless years past. The year marks the parades 90th year, and will take place on Saturday September 25th, 2021 and will begin at 10:00am.

Since 1931 the OTDP has taken place for countless years in Downtown Madera. The OTDP typically features 50-70 various entries from stagecoach's, firetrucks, bands, and several youth groups. Attendance is usually in the neighborhood of 5,000 and concludes with the Booths in the Park Event (located in Courthouse Park) hosted by the Madera Young Professionals. The parade spans from Flume St. down to G St. along Yosemite Ave. and is distinguished as the hallmark of parades in Madera County.

As you may have heard, the OTDP was at risk of becoming history in 2019. With the Kiwanis Club closing their chapter in 2018, and no other non-profit forthcoming to take the reins, the future of the parade looked uncertain. Thankfully, once the Madera Sunrise Rotary caught word of this, they stepped up to the plate to ensure that the parade would continue its legacy. The parade was also canceled in 2020 due to the COVID pandemic.

Historically, the parade has been operated without requests for funding. The Madera Downtown Association (which is funded by the business & property owners in Downtown Madera) has covered all operational costs and donates $2,000.00 to the non-profit organization who organizes and conducts the parade. With the increased costs to conduct the parade, the Old Timer's Day Parade accounts for nearly half of the Madera Downtown Association's annual budget. This will impact other various initiatives the Madera Downtown Association offers such as crow abatement, the Annual Christmas Parade, seasonal lighting, and several other Downtown Madera projects.

We thank you for your consideration in helping continue one of Madera's longest lasting legacy's.

Respectfully,

Nick Salinas – Parade Chair
Board Member - Madera Downtown Association

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-9

SUBJECT:

Construction of 2019-20 SB-1 (RMRA) Seals and Overlays, City Project No. R-77, to Improve Approximately 2 Miles of Roadway

RECOMMENDATION:

Adopt a Minute Order Approving the Acceptance of 2019-20 SB-1 Road Maintenance and Rehabilitation Account (RMRA) Seals and Overlays, City Project No. R-77, Notice of Completion, Release of Retention 35 days after Recording Notice of Completion

SUMMARY:

The City Council, at its October 7, 2020 meeting, awarded a contract to Avison Construction, Inc. for the Project in the amount of $861,323. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a “Notice of Completion” recorded. The work in general consisted of grinding asphalt concrete, removal of severely deteriorated sections of asphalt pavement, installation of pavement reinforcing fabric, paving with new asphalt concrete overlay, application of Type III Micro-surfacing, installation of ADA ramps, drive approaches, adjustment of existing manholes/utility covers to final grade, replacing traffic striping/marking, and installation of loop detectors. A map of said improvements is provided in Attachment 2.

One Change Order was processed. The change orders consisted of lump sum, time and material costs, and final balancing change order involving additives or deductive items based on the total worked performed versus the total quantity included in the bid item.

The final progress payment, less the retention amount of five percent, has been processed. See Table 1 for a summary of contract costs.

Table 1: *Project Summary*		
Original Contract Amount	*Total Change Orders*	*Total Construction Contract Cost*
$861,323.00	$98,675.09	$959,998.09

The total cost of the Change Orders increased the cost of the project approximately 11.5 percent, wherein a contingency of 15 percent was included. The construction project was completed within the contract time and available budget.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund given that funding for the project is in the RMRA and Measure T – LTP Street Maintenance accounts. These funds are included in the City's CIP Budget FY 2020/21.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance which will result in staff's inability to release retention funds and closing the Project.

ATTACHMENTS:

1. Notice of Completion
2. Location Map
3. Pictures

ATTACHMENT 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

_____ Space above this line for Recorder's Use _____
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera**.
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637**.
4. The nature of the title of the undersigned is: In fee **Public Project**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name	Address
N/A	**N/A**

6. A work of improvement on the property hereinafter described was completed on **09/01/2021**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)

   Avison Construction, Inc.
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	**N/A**

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

   2019-20 SB-1 (RMRA) SEALS AND OVERLAYS

   CITY PROJECT NO. R-77
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

The 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

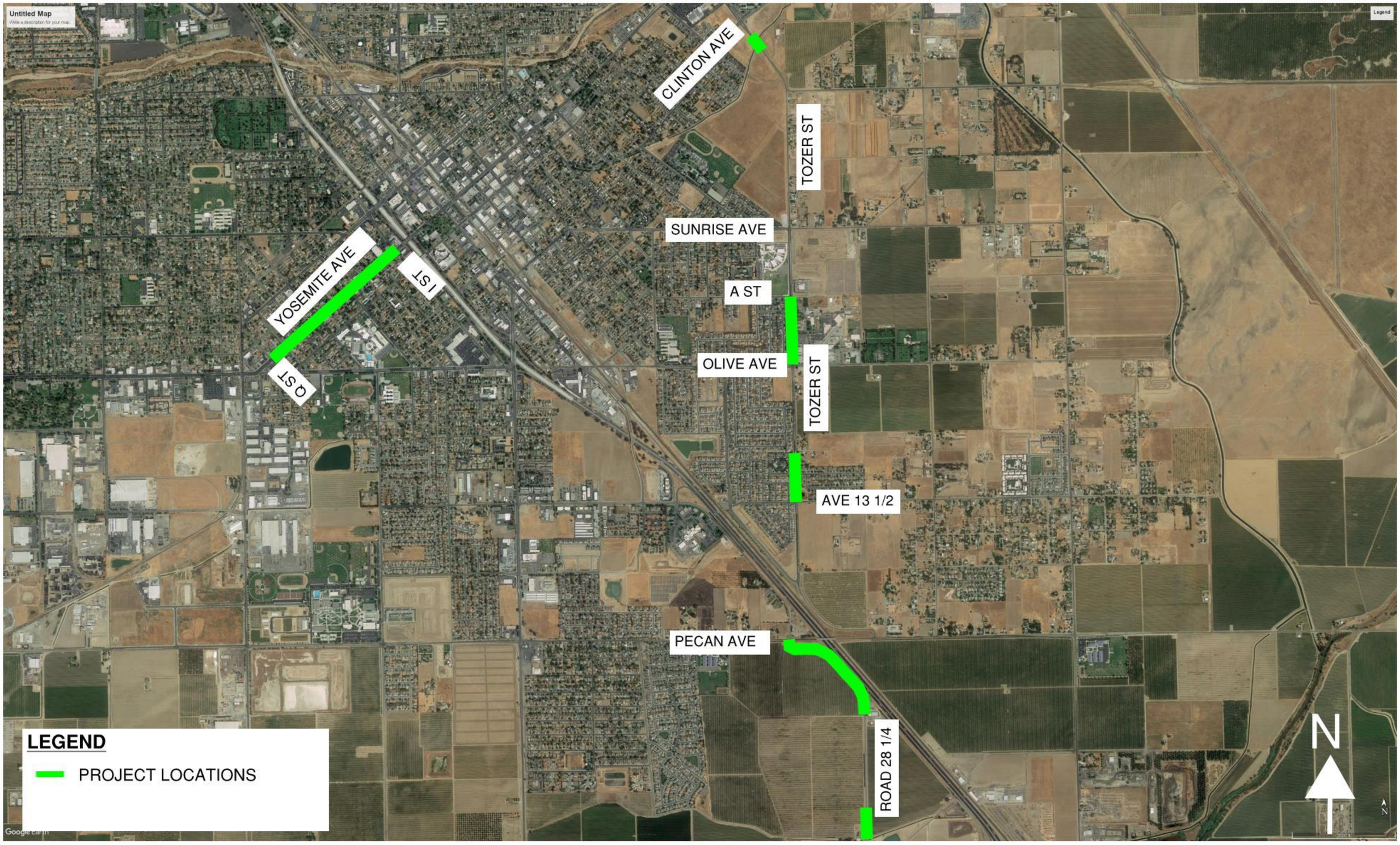
Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2021 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

ATTACHMENT 2

Location Map

LOCATION MAP



ATTACHMENT 3

Pictures



Figure 1 – Road 28 ¼ from Pecan Avenue to City Limits (BEFORE)



Figure 2 – Road 28 ¼ from Pecan Avenue to City Limits (AFTER)



Figure 3 – Tozer Street Multiple Segments (BEFORE)



Figure 4 – Tozer Street Multiple Segments (AFTER)



Figure 5 – Yosemite Avenue from Q Street to I Street (BEFORE)



Figure 6 – Yosemite Avenue from Q Street to I Street (AFTER)

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-10

SUBJECT:

Approval of Caltrans Maintenance Agreements

RECOMMENDATION:

Adopt a Resolution Approving a Landscape Maintenance Agreement and a Cost Sharing Agreement Between the State Department of Transportation (Caltrans) and the City of Madera

SUMMARY:

The Arco Gas Station and Car Wash (Project) at the northeast corner of Pecan Avenue and Madera Avenue (State Route 145, (SR 145)) will be constructing improvements within the State right of way. These improvements include sidewalk and landscaping along SR 145 and modifications to the existing traffic signal at the intersection. For what would normally be considered property owner private maintenance of the sidewalk and landscaping, Caltrans is requiring that the City enter into an agreement for maintenance of these facilities. Caltrans is also requiring the existing cost sharing agreement between the City and Caltrans for electrical facilities along SR 145 be updated.

DISCUSSION:

At their December 2017 meeting, the City Planning Commission conditionally approved the Project to develop at the northeast corner of the intersection of Pecan Avenue and SR 145. The Project will construct improvements along Pecan Avenue and SR 145. Since Madera Avenue is also SR 145, Caltrans established conditions for approval for the Project that were incorporated into the Planning Commission's December 2017 action. Among these conditions is a requirement for an encroachment permit for work, which includes among other items, sidewalks and landscaping within the State right of way. Additionally, modifications to the existing traffic signal at this intersection are also being constructed as a condition of the Project.

Caltrans as part of their approval is requiring that the City enter into a Landscape Maintenance Agreement (LMA) for landscape maintenance along this project's frontage. The LMA sets

conditions for the maintenance of the proposed sidewalk and landscaping that will be installed by the Project. Though these improvements will be constructed and maintained by the property owner, it is Caltrans policy to work with local agencies instead of private property owners for maintenance agreements.

Work on the existing traffic signal at the Pecan Avenue/SR 145 intersection is also a requirement of the Project. Because of these improvements, Caltrans is also requiring that the cost sharing agreement already in place between the City and Caltrans be updated. This agreement updates the terms of previous agreements for the shared maintenance of electrical facilities along SR 145.

Approval of these agreements is necessary for Caltrans to issue an encroachment permit to the developer of the Project.

FINANCIAL IMPACT:

Subject to the Project owner maintaining landscaping as required, there will be no impact to the General Fund with this action associated with maintenance as maintenance of the landscaping improvements will be performed by the property owner, as required by the City. Maintenance costs for the electrical facilities along SR 145 will be paid by existing Public Works Department accounts consistent with previous versions of the cost sharing agreement.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 – This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

ALTERNATIVES:

Should Council not approve these agreements, Caltrans will not issue an encroachment permit to the developer of this Project and the improvements will not be constructed.

ATTACHMENTS:

1. Council Resolution
    a. Exhibit 1 – Landscape Maintenance Agreement
    b. Exhibit 2 – Cost Sharing Agreement
2. Vicinity Map

ATTACHMENT 1
Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LANDSCAPE MAINTENANCE AGREEMENT AND A COST SHARING AGREEMENT BETWEEN THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF MADERA

WHEREAS, the Planning Commission of the City of Madera has conditionally approved the Arco Gas Station and Car Wash (the Project) located at the northeast corner of Pecan Avenue and Madera Avenue (State Route 145); and

WHEREAS, a Landscape Maintenance Agreement has been prepared by Caltrans that specifies the obligations, responsibilities, and costs of the City of Madera for the maintenance of landscaping within the State right of way; and

WHEREAS, an Agreement for Sharing Cost of State Highway Electrical Facilities has been prepared by Caltrans that specifies the obligations, responsibilities, and costs of the City of Madera for the maintenance of electrical facilities along State Route 145.

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

1. The above recitals are true and correct.

2. The Landscape Maintenance Agreement and the Cost Sharing Agreement as described above and attached hereto as Exhibit 1 and Exhibit 2 are necessary for the issuance of an encroachment permit by Caltrans for the carrying out of the Project and are hereby approved.

3. This resolution is effective immediately.

****

EXHIBIT 1
Landscape Maintenance Agreement

LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 145 WITHIN THE CITY OF MADERA

THIS AGREEMENT is made effective this _____ day of _____, 2021, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Madera; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way.

2. This Agreement addresses CITY responsibility for the landscaping, planting, irrigation systems, control, litter and weed removal, sidewalks, and parking restriction signs (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 145, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

    1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."

    1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:

2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.

2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.

2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District

Maintenance at District 06 Maintenance Landscape Specialist, 1635 West Pine Avenue, Fresno, Ca 93728.

2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.

2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.

2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

2.16. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.

2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

2.18. To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.

2.19. To keep the entire landscaped area policed and free of litter and deleterious material.

2.20. All work by or on behalf of CITY will be done at no cost to STATE.

3. STATE agrees to do the following:

3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal

liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed

by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

6. INSURANCE -

6.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF MADERA

By: _____
Santos Garcia, Mayor

Initiated and Approved

By: _____
Arnoldo Rodriguez, City Manager

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Approved as to Form

By: _____
Hilda Cantu Montoy, City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TOKS OMISHAKIN
Director of Transportation

By: _____
John, Liu, Deputy District Director
Maintenance and Operations

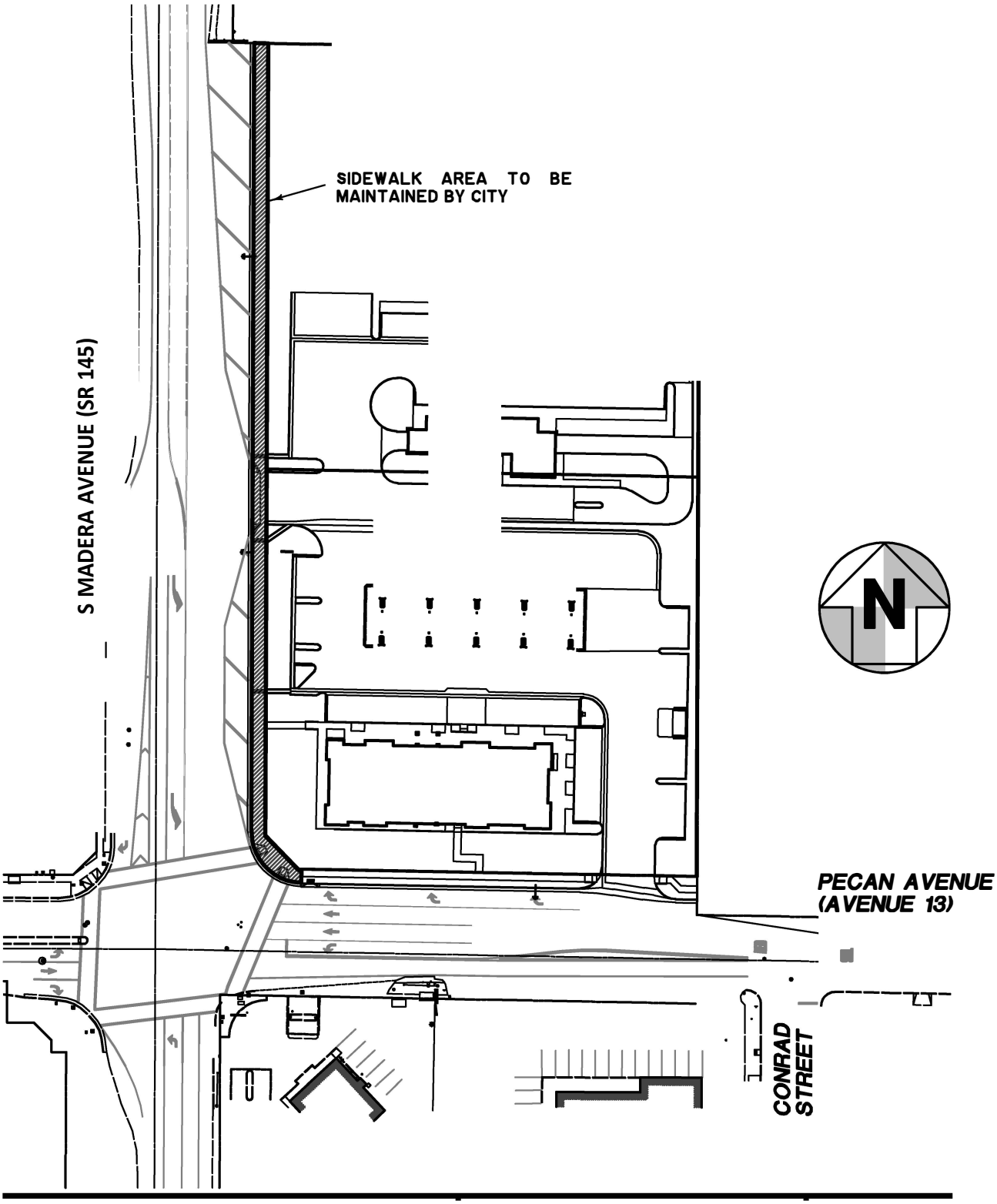


EXHIBIT A

FOR CITY OF MADERA
LANDSCAPE MAINTENANCE AGREEMENT

EXHIBIT 2
Cost Sharing Agreement

AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES WITH CITY OF MADERA

THIS AGREEMENT is made effective this _____ day of _____, 2021, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Madera, hereinafter referred to as "CITY" and collectively referred to as "PARTIES"

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any CITY street/road shall be shared as shown in Exhibit "A".

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:

    1.1. It is agreed that monthly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:

        1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

        1.1.2. Electrical energy

    1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter. Costs are as follows:

        1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

        1.2.2. Electrical energy

    1.3. It is agreed that quarterly billings invoiced to CITY for STATE-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill CITY quarterly in arrears for any CITY share of electrical facilities expenses shown in Exhibit "A".

2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.

3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

    4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

    4.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the CITY.

    4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.

6. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF MADERA

By: _____
Santos Garcia, Mayor

Initiated and Approved

By: _____
Arnoldo Rodriguez, CITY Manager

ATTEST:

By: _____
Alicia Gonzales, CITY Clerk

Approved as to Form

By: _____
Hilda Cantú Montoy, CITY Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TOKS OMISHAKIN
Director of Transportation

By: _____
John Liu, Deputy District Director
Maintenance and Operations

CITY OF MADERA (5157)
EXHIBIT "A"

Effective May 01, 2021

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE COST DISTRIBUTION

ROUTE	POST MILE	LOCATION/INTERSECTION DESCRIPTION	TYPE OF FACILITY	E-NUMBER UNITS	DISTRIBUTION STATE	DISTRIBUTION CITY
			LIGHTS			
MAD 99	9.491	SR 99 & Almond SB Off Ramp	4-137W(LED)	1.6	34%	66%
			1-137W(LED)	0.4	0%	100%
	10.27	SR 99 & SR 145 SB On Ramp	6-137W(LED)	2.4	75%	25%
		SR 99 & SR 145 SB Off Ramp	3-137W(LED)	1.2	34%	66%
	11.01	SR 99 & 4th St. - O.C.	5-137W(LED)	2.0	50%	50%
	11.19	SR 99 & 4th St. - SB Off	2-137W(LED)	0.8	34%	66%
	11.224	SR 99 & 4th St NB On Ramp	1-137W(LED)	0.4	34%	66%
	12.10	SR 99 & Cleveland	10-137W(LED)	4.0	50%	50%
	12.64	SR 99 & Ave 16 O.C.	7-137W(LED)	2.8	50%	50%
	14.271	SR 99 & Ave 17 O.C.	4-137W(LED)	1.6	50%	50%
MAD 145	8.061	SR 145 & Ave 13	4-137W(LED)	1.6	50%	25%
	8.56	SR 145 & Ave 13 1/2	5-137W(LED)	1.6	50%	50%
	9.32	SR 145 & 9th St.	4-137W(LED)	1.6	50%	50%
	9.62	6th & Gateway	4-137W(LED)	1.6	50%	50%
	9.67	Yosemite & Gateway	4-137W(LED)	1.6	50%	50%
	9.87	Yosemite @ C & D St.	8-137W(LED)	3.2	50%	50%

CITY OF MADERA (5157)
EXHIBIT "A"

Effective May 1, 2021

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE COST DISTRIBUTION

ROUTE	POST MILE	LOCATION/INTERSECTION DESCRIPTION	TYPE OF FACILITY	E-NUMBER UNITS	DISTRIBUTION STATE	DISTRIBUTION CITY
	10.11	Yosemite & Lake	4-137W(LED)	1.6	50%	50%
	11.02	Tozier/Cleveland	4-137W(LED)	1.6	50%	50%
			1-137W(LED	0.4	0%	100%
		SIGNALS				
MAD 99	9.491	SR 99 & Almond SB Off Ramp	"P"	E4134	34%	66%
	10.25	SR 99 & Olive SB	"P"	E4101	75%	25%
			"P"	E4126	34%	66%
			"M"	EM103	34%	66%
	11.01	SR 99 & 4th St.	"P"	E4141	50%	50%
	12.10	SR 99 & Cleveland	"P"	E4115	50%	50%
			"P"	E4116	50%	50%
MAD 145	8.061	SR 145 & Ave 13	"P"	E4121	50%	50%
	8.56	SR 145 & Ave 13 1/2	"P"	E4109	50%	50%
	9.32	SR 145 & 9th St.	"P"	E4108	50%	50%
	9.62	6th & Gateway	"P"	E4102	50%	50%
	9.67	Yosemite & Gateway	"P"	E4103	50%	50%
	9.87	Yosemite @ C & D St.	"P"	E4104	50%	50%
			"P"	E4105	50%	50%

CITY OF MADERA (5157)
EXHIBIT "A"

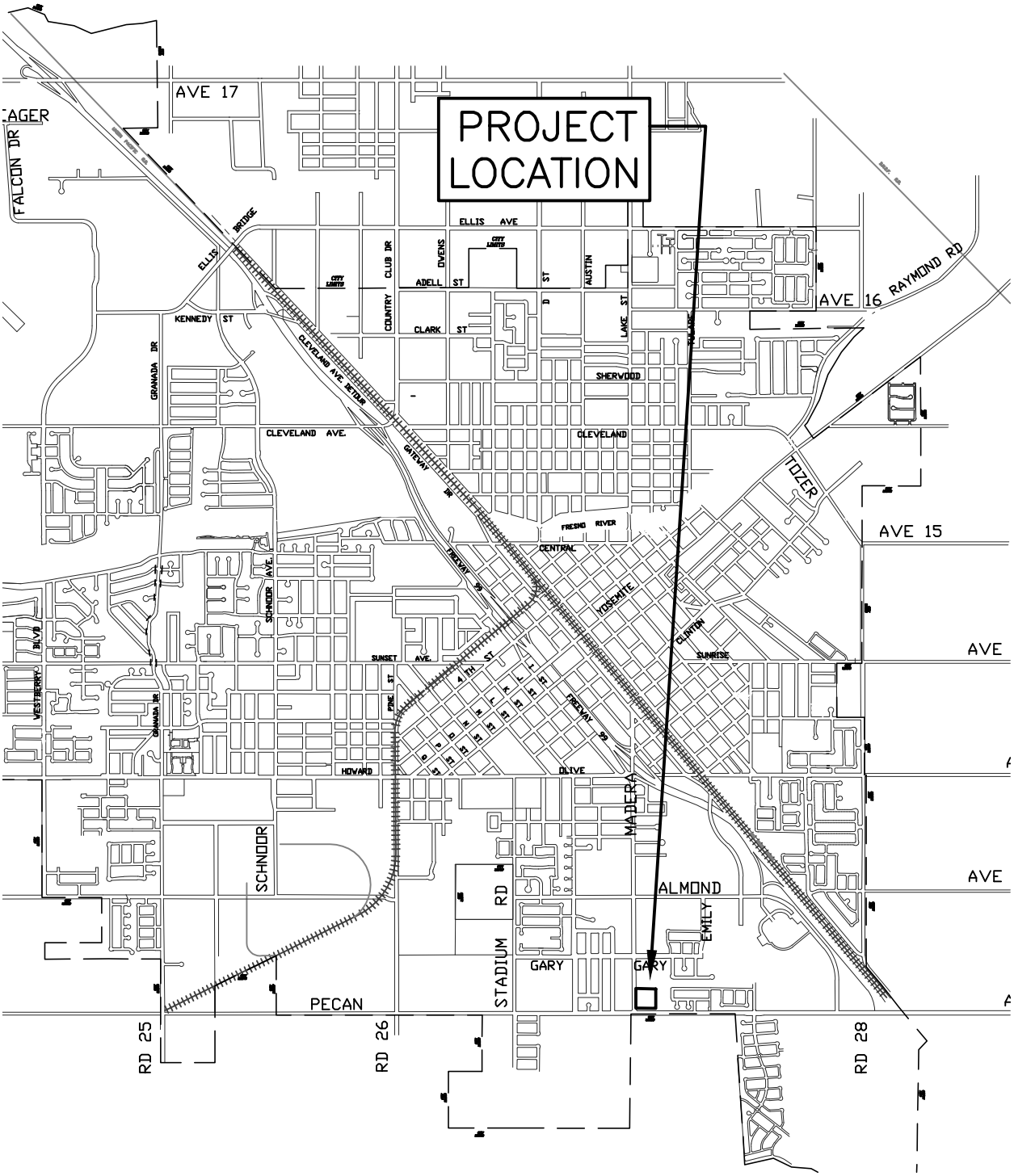
Effective May 01, 2021

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE
COST DISTRIBUTION

ROUTE	POST MILE	LOCATION/INTERSECTION DESCRIPTION	TYPE OF FACILITY	E-NUMBER UNITS	DISTRIBUTION STATE	DISTRIBUTION CITY
	10.11	Yosemite & Lake	"P"	E4106	50%	50%
	11.02	Tozier	"P"	E4128	50%	50%

ATTACHMENT 2
Vicinity Map

CITY OF MADERA



VICINITY MAP

CITY OF MADERA ENGINEERING DEPARTMENT 428 E. YOSEMITE AVE MADERA, CA 93638	*ARCO GAS STATION* PECAN AVE/MADERA AVE	DR BY: RB CH BY: RB DATE: 09/01/21 SCALE: AS SHOWN SHT 1 OF 1

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-11

SUBJECT:

Acceptance of Improvements for Pond Place Estates Subdivision (Tract No. 05-S-17)

RECOMMENDATION:

Adopt a Resolution:

1) Accepting the Improvements for Pond Place Estates Subdivision (Tract No. 05-S-17).
2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements.
3) Authorizing staff to record the Notice of Acceptance of Subdivision Improvements.

SUMMARY:

The Pond Place Estates Subdivision (Tract No. 05-S-17) is a residential development located on the west side of Stadium Road between Olive Avenue and Almond Avenue. The City Council (Council) approved the Final Map on November 16, 2005.

The Subdivider, David L. Berry and Patricia Rea Berry as Trustees of the David and Patricia Berry Living Trust Created UTD March 21, 2000 as Amended May 24, 2000 and May 30, 2000, has completed the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans associated with the Subdivision, which was approved by Council on November 16, 2005. The Subdivider has paid all required fees. A Warranty Bond has not been required for said improvements as the improvements have been in place for several years beyond the time in which a warranty period would have been in place. It is recommended that the Council accept the improvements for the Pond Place Estates Subdivision (Tract No. 05-S-17).

DISCUSSION:

The Subdivider, David L. Berry and Patricia Rea Berry as Trustees of the David and Patricia Berry Living Trust Created UTD March 21, 2000 as Amended May 24, 2000 and May 30, 2000, has completed the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans.

All required public improvements for this subdivision have been completed except for the construction of interior sidewalks. In accordance with the Subdivision Agreement installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision

improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house. This is common practice for new residential subdivisions to avoid damaging sidewalk as houses are being constructed.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of the improvements for Pond Place Estates Subdivision (Tract No. 05-S-17) is not directly addressed in the vision or action plans. However, the requested action could address the following specific task in the action plan:

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution

    Exhibit A – Notice of Acceptance

Attachment 1

Resolution

RESOLUTION NO. 21-___

A RESOLUTION ACCEPTING IMPROVEMENTS FOR POND PLACE ESTATES SUBDIVISION (TRACT NO. 05-S-17), AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

WHEREAS, the Subdivider, David L. Berry and Patricia Rea Berry as Trustees of the David and Patricia Berry Living Trust Created UTD March 21, 2000 as Amended May 24, 2000 and May 30, 2000, has requested final acceptance of the improvements for the Pond Place Estates Subdivision (Tract No. 05-S-17); and

WHEREAS, the City Engineer has certified to this Council that the required improvements for Pond Place Estates Subdivision (Tract No. 05-S-17) have been completed.

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

1. The above recitals are true and correct.

2. The improvements for the Pond Place Estates Subdivision (Tract No. 05-S-17) are accepted.

3. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

4. This resolution is effective immediately upon adoption.

* * * * * * *

Exhibit A

Notice of Acceptance

RECORDING REQUESTED BY:

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

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

NOTICE OF ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

NOTICE IS HEREBY GIVEN that on September 1, 2021, the City Council of the City of Madera confirmed the satisfactory completion of the improvements as shown on the plans for the Pond Place Estates Subdivision (Tract No. 05-S-17).

Dated: _____

By: _____
Alicia Gonzales
City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-12

SUBJECT:

Acceptance of Gateway Drive-Central Avenue-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML 5157(095), City Project No. R-38

RECOMMENDATION:

Adopt a Minute Order Approving:

1) Acceptance of the Construction of Gateway Drive-Central Avenue-3rd Street-E Street Sidewalk Improvements Project, Federal Project No. CML 5157(095), City Project No. R-38.
2) The Recording of Notice of Completion.
3) The release of retention 35 days after recording of the Notice of Completion.

SUMMARY:

The City Council, at its December 16, 2020 meeting, awarded a contract to Witbro, Inc. dba Seal Rite Paving and Grading for the Project in the amount of $383,857. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a “Notice of Completion” recorded. The work in general consisted of installation of sidewalk in the area bounded by Gateway Drive, Central Avenue, E Street and 3rd Street. A solar powered, pedestrian activated rectangular rapid flashing beacon system was installed for the crosswalk on Gateway at Central Avenue. A map of said improvements is provided in Attachment 2.

One Change Order was processed. The change orders consisted of lump sum, time and material costs, and final balancing change order involving additives or deductive items based on the total worked performed versus the total quantity included in the bid item.

The final progress payment, less the retention amount of five percent, has been processed. See Table 1 for a summary of contract costs.

Table 1: *Project Summary*		
Original Contract Amount	*Total Change Orders*	*Total Construction Contract Cost*
$383,857.00	$33,149.20	$417,006.20

The total cost of the Change Orders increased the cost of the project approximately 8.6 percent, wherein a contingency of up to 15 percent of the original contract amount was included. The construction project was completed within the adjusted contract time and available budget.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund given that funding for the project was primarily Congestion Mitigation and Air Quality (CMAQ) funding and Local Transportation Funds (LTF). These funds were included in the City's CIP Budget FY 2020/21.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance which will result in staff's inability to release retention funds and closing the Project.

ATTACHMENTS:

1. Notice of Completion
2. Location Map
3. Pictures

ATTACHMENT 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

_____ Space above this line for Recorder's Use _____
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera**.
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637**.
4. The nature of the title of the undersigned is: In fee **Public Project**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name	Address
N/A	**N/A**

6. A work of improvement on the property hereinafter described was completed on **09/01/2021**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)

   Avison Construction, Inc.
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	**N/A**

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

   2019-20 SB-1 (RMRA) SEALS AND OVERLAYS

   CITY PROJECT NO. R-77
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

The 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

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2021 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

ATTACHMENT 2

Location Map

PROJECT MAP


CENTRAL AVENUE
D STREET
CENTRAL AVENUE
LAKE STREET
GATEWAY DRIVE
E STREET
3RD STREET
A STREET
B STREET
C STREET
LEGEND
NEW SIDEWALK IMPROVEMENTS
RECTANGULAR RAPID FLASHING BEACON (RRFB)
N

ATTACHMENT 3

Pictures



Figure 1 – New Solar Powered Pedestrian Activated Rectangular Rapid Flashing Beacon on Gateway Drive at Central Avenue



Figure 2 – New sidewalk along the south side of 3rd Street

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Council Meeting of: September 1, 2021

Agenda Number: B-13

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Contract Award for the Construction of Bid Package 1 – Water Main Replacement at Dunham Avenue and Lewis Street, City Project No. W-40 (Project) in the Amount of $313,839.00 to Rolfe Construction Inc. and Authorizing Construction Contingencies Related to the Contract

RECOMMENDATION:

Adopt a Resolution Approving the Contract Award for Bid Package 1 – Water Main Replacement at Dunham Avenue and Lewis Street, City Project No. W-40 (Project)

SUMMARY:

On August 27, 2021, the City received nine bids for the Project. Rolfe Construction Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Funds for the Project were programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2021/22. Therefore, it is recommended that City Council (Council) award the project to Rolfe Construction Inc.

DISCUSSION:

The Project consists of replacement of the existing 6” water main with a new 8” water main, gate valves, fire hydrants, and trench resurfacing at Dunham Avenue and Lewis Street. A map of said improvements is provided in Attachment 2.

The purpose of the Project is to mitigate low water pressure for fire flow condition as a result of the construction of the new Sugar Pine Village apartments located East of Madera Avenue and Lewis Street. The original water system analysis for the apartment complex indicated that the water system would meet fire flow conditions once the apartments open. However, during construction, it was discovered that the existing water main had substantial tuberculation, the formation of mounds of reddish-brown iron-oxide on a pipe’s interior, which reduces the overall

capacity and pressure of the system. This was later confirmed when several residents living along Dunham Avenue notified the City about their home experiencing low to no pressure when the existing fire hydrant along Dunham Avenue was in use to fill up water truck during the construction of the apartments. In order to mitigate the loss of capacity in the system, it is staff's recommendation to replace the existing 6-inch pipe with a new 8-inch water main. Although the replacement of the pipe is urgent, it is not considered to be an emergency given that the system still has pressure under normal conditions with no fire. Additionally, the apartment complex is scheduled to complete the off-site asphalt paving in the upcoming month or two. In order to reduce the possible need to cut into new asphalt paving, staff is attempting to proceed with the installation of the new water main prior to the completion of the asphalt paving for the complex. The first year of recommendations for pipeline repair, rehabilitation or replacements was included for funding from the Water Fund in the FY 21/22 CIP under Project W-000040. Although this project was not included in that list, it is an equitable candidate given the imminent completion of the Sugar Pine Village Apartments. Therefore, it is recommended that this project be added to CIP Project W-000040 as Bid Package 1. The remaining identified projects will move forward under future bid packages.

The "Advertisement for Bids" for the project was duly noticed in the Madera Tribune Newspaper on August 18 and August 25, 2021. The bid documents (plans and specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On August 27, 2021, the City received nine responses. All bids were checked for accuracy against bidding requirements of the bid documents and for validity of licenses and bid security. The bids received are listed in Table 1.

Table 1: *Bid Overview*

Bidder	Base Bid
1. Rolfe Construction Inc.	$313,839.00
2. Mid Cal Pipeline & Utilities, Inc.	$335,678.00
3. RTC Construction Management, Inc.	$371,118.00
4. Emmett's Excavation, Inc,	$381,079.00
5. West Valley Construction	$410,417.50
6. JT2 Inc. dba Todd Companies	$429,761.00
7. Sutton Enterprises	$463,559.00
8. Haydon Construction, Inc.	$528,996.00
9. American Pipeline Services	$608,905.00
City Engineer's Opinion of Cost	*$393,800.00*

Rolfe Construction Inc. submitted the lowest, responsive, and responsible bid that meets the contract requirements. It is recommended that the Council award the contract to Rolfe Construction Inc. in the amount of $313,839.00 for the Project.

The project budget and funding are outlined in Table 2.

Table 2: *Project Budget*	
Projected Costs for Bid Package 1	
Preliminary Engineering, Design & Bidding	$15,000.00
Construction Contract – pending approval	$313,839.00
Contingencies (15% of Contract Amount)	$47,076.00
Construction Engineering, Inspection and Testing	$47,000.00
Total Costs for Bid Package 1	**$422,915.00**
Funds Programmed in FY 21/22 CIP Budget	
Water Utility Funds - Bid Package 1	$422,915.00
Water Utility Funds - Remaining Bid Packages	$677,085.00
Total Budget CIP Project W-000040	**$1,100,000.00**

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Funds for the project are programmed in the in the FY 2021/22 Capital Projects Budget, as outlined above.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6: Ensure infrastructure can sustain population growth.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids.

ATTACHMENTS:

1. Contract Award Resolution
   Exhibit 1: Contract Agreement
2. Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR BID PACKAGE 1 – WATER MAIN REPLACEMENT AT DUNHAM AVENUE AND LEWIS STREET, CITY PROJECT NO. W-40 IN THE AMOUNT OF $313,839.00 TO ROLFE CONSTRUCTION INC. AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on August 18 and August 25, 2021 the City of Madera (City) Engineering Department advertised a solicitation for bids for Construction of for Bid Package 1 – Water Main Replacement at Dunham Avenue and Lewis Street, City Project No. W-40, hereinafter referred to as "the Project";and

WHEREAS, nine sealed bids were received on August 27, 2021, and opened by the City Engineer; and

WHEREAS, the project is an eligible candidate to include in CIP Project W-000040 that is programmed in the Capital Improvement Projects Budget for Fiscal Year (FY) 2021/22.

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

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.

3. The City finds that Rolfe Construction Inc. is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $313,839.00 to Rolfe Construction Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 15 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

EXHIBIT 1

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 1st day of September, 2021, between the City of Madera, hereinafter called "**OWNER",** and Rolfe Construction Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "BID PACKAGE 1 - WATER MAIN REPLACEMENT AT DUNHAM AVENUE AND LEWIS STREET, CITY PROJECT NO. W-40"

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

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $313,839.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

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

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

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**BID PACKAGE 1 - WATER MAIN REPLACEMENT AT DUNHAM AVENUE AND LEWIS STREET, CITY PROJECT NO. W-40 dated August, 2021.**

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Two Hundred Dollars ($3,200.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

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

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

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

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

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

A. Claims:

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

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

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

B. *The Claim Must Be Timely and in Writing:*

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

C. *Receipt of Claim by Owner:*

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

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

D. *City Council Approval:*

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

E. *Payment of Claim:*

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

F. Meet and Confer:

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

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor

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

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

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

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

G. *Filing a Government Code Written Claim Notice:*

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

H. Owner's Failure to Respond to Claim:

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

I. Interest:

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

J. Subcontractor Claims:

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

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

K. Filing of Action on Unresolved Claims:

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

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

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

10. In accordance with the provisions of Article 5, Chapter 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. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

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

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

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

Section 1777.5 provides, in part, as follows:

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

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

(a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the

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

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

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

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

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

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

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

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

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

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

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

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 39-41** of the Contract Documents.

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

20. Termination.

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

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

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

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

Notice of termination shall be mailed to the City:

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

To the Contractor **Rolfe Construction Inc.**

Rolfe Construction Inc.
3573 Southern Pacific Avenue
Atwater, CA 95301

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

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

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

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

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

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

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

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

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

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

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Rolfe Construction Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Rolfe Construction Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Rolfe Construction Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. 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).

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

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

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

Rolfe Construction Inc.

BY: _____
CONTRACTOR (Signature)

BY: _____
Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____,2021 before me, _____
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT 2

Location Map

LOCATION MAP



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: B-14

SUBJECT:

Madera ADA Advisory Council (MADAAC) participation in 2021 Old Timers' Day Parade

RECOMMENDATION:

Adopt a Minute Order approving MADAAC's participation in the 2021 Old Timers' Day Parade and authorize the City Manager to execute the Entry Form and Hold Harmless Agreement

SUMMARY:

MADAAC was established by the City Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs, and infrastructure. MADAAC participates in various community events to raise disability awareness. The requested action is to approve MADAAC's participation in the 2021 Old Timers' Day Parade.

DISCUSSION:

As part of their community outreach and education campaign for the 2021-22 Fiscal Year, MADAAC would like to have an entry in the 2021 Old Timers' Day Parade. The entry will include a vehicle with MADAAC logo magnets as well as a member participating on their power scooter. In order to participate, an Entry Form and Hold Harmless Agreement must be executed. The requested action is to authorize the City Manager to execute these documents to effectuate MADAAC's entry into the parade.

FINANCIAL IMPACT:

The cost for entry will be $45.00. Funds for MADAAC outreach and educational opportunities are included in the adopted budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

MADAAC plays an integral role in helping the City to achieve vision action items related to accessibility. Specifically:

113.1 After update of General Plan, update existing City Accessibility Plan.

113.4 Provide parking with easy access for the handicapped.

138.1 Update the City of Madera's ADA program.

138.2 Inventory those public structures currently not in ADA compliance and develop a plan to bring them into compliance.

ALTERNATIVES:

Council may direct MADAAC to seek other outreach opportunities besides the parade.

ATTACHMENTS:

1. Old Timers' Day Entry Form and Hold Harmless Agreement

Category of Entries *(SELECT ONE)*

(see parade rules #5 & #6)

Class: 1 Floats
1. Commercial
2. Youth Groups
3. Organizations

Class 2: Military Units
1. Drill Teams
2. Color Guard

Class 3: Bands
1. High School (over 1600 students)
2. High School (700-1599)
3. High School (100-699)
4. Junior High School

Class 4: Drill Teams (Non Military)
1. Auxiliary – Jr.
2. Auxiliary – Sr.

Class 5: Majorette/Drum Majors
1. Majorette, Peewee Group (3 or more)
2. Majorette, Single Junior
3. Majorette, Single Senior
4. Majorette, Jr. Group (3 or more)
5. Majorette, Sr. Group (3 or more)
6. Drum Major, Junior. High School
7. Drum Major, Senior High School

Class 6 Open Class
1. Future Horseman (ages 1 - 8) Costume or Western
2. Junior Equestrian (ages 9 - 12)

Class 7: Divided Classes (Male & Female)
1. Mounted Group
2. Color Guard
3. Charro/Charra
4. Parade Horse or Pony
5. Charro/Charra Costume
6. Working Horse Western – Jr.
7. Working Horse Western – Sr.
8. Fancy Dressed Western – Jr.
9. Fancy Dressed Western – Sr.
10. Plain Western – Jr.
11. Plain Western – Sr.
12. Novelty – Fiesta (Jr. & Sr.)

Class 8: Hitch Classes
1. Horse
2. Pony
3. Mule

Class 9: Special Groups
1. Antique Auto
2. Antique Auto Group (3 or more)
3. Classic Auto
4. Classic Auto Group (3 or more)
5. Decorated Auto, Truck, Car, or Boat
6. Dune Buggy or 4-Wheel Drive
7. Comic
8. Street Rods
9. Motorcycle
10. Old Fire Trucks

Class 10: Youth Groups
1. Dance Group
2. Performing Gymnastics Group
3. Youth Comic
4. Scout Troops
5. Bike Group/Clubs
6. Cheer
7. Youth Activities-Other

Class 11: Non-Judged
1. Commercial
2. Political Individual/Group
3. Miscellaneous

Entry Fees:

Political	$100.00
All Others	$45.00
Late Fees (after 9/10/2021)	$20.00

No Entry Fee for Bands

Completed signed application and hold harmless agreement can be mailed or delivered to:

Old Timers' Day Parade
c/o Madera Chamber of Commerce
120 North E Street
Madera, CA 93638

Or email forms to:
District3@maderacounty.com

Please make checks payable to:
Madera Downtown Association

PARADE RULES

1. Parade starts at 10:00 a.m. SHARP!
2. Forward motion at all times. Units will be penalized for delay.
3. Maintain approximately 50 ft. between units.
4. NO throwing or distributing of candy or objects to spectators.
5. Junior Units are age 13 and under. (circle)
6. Senior Units are age 14 and older. (circle)
7. Bands should play often along route.
8. Identification numbers are to be placed in view of the judges (facing north).
9. Entries involving vehicles or animals must maintain control of same at all time.
10. Entries may enter in only one category.
11. Only one trophy awarded per entry.
12. Children under the age of 6 may not enter unless accompanied by a person 18 years of age or older.
13. Parade officials reserve the right to discharge any parade participant…
14. All vehicles participating in parade must be insured for liability.

PARADE GOES ON RAIN OR SHINE!

AWARDS CEREMONY

After the parade, and upon judges final tallying of scores, the Awards Ceremony will be held after the parade, at Courthouse Park.

AWARDS

1st, 2nd & 3rd Place categories receive trophies.

Bands: In addition to 1st, 2nd, and 3rd place trophies, the school who places 1st Overall (band, aux., and drum major) will receive $200.00

Equestrian: All will be judged by CAHA judge. The 1st Overall equestrian will receive $150.00, 2nd Overall will receive $100.00 and 3rd Overall will receive $50.00. Trophies will be awarded for all equestrian entries.

Questions??
Call: 559-474-9901
Email: district3@maderacounty.com

MADERA OLD TIMERS' DAY PARADE

Presented by Madera Downtown Association & Madera Sunrise Rotary

ROTARY INTERNATIONAL

ENTRY FORM

2021 Old Timers' Day Parade
Saturday, September 25, 2021
Entries Close September 15, 2021

_____
Organization Name

_____
Authorized Representative

Address_____

City_____Zip_____

Phone_____

Email _____

# of Participants_____# of Vehicles_____

Entry Type_____
(ex: Semi-Trailer/Car/Truck/Horses/Float/Harley)

Approx. length of entry_____

Amount Enclosed $_____

My signature certifies the category of entry in which to be judged. In entering this event, I agree to accept the decision of the duly appointed judges. I have read and agree to abide by all rules and regulations of the event. I agree to release the Madera Downtown Association, Madera Sunrise Rotary, and all their associates affiliates with this event from any, and all, responsibility for loss, damage, and/or personal injury to any person or property from any participation in this event. I also confirm that this entry holds a current liability insurance policy to cover event participation.

_____
Signature of Authorized Representative

2021 Old Timers Day Parade

HOLD HARMLESS AGREEMENT

In submitting this application, the Applicant (organization/group name)_____, and its agents and those assigned, agrees to release and hold harmless the, Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club, and their directors, members, employees, volunteers, and other representatives, and to promptly indemnify same, from and against any and all claims, actions, damages, liability of every typed and nature, including all costs and legal expenses incurred by the applicant or any other party, by reason of any activity arising under, or in connection with the applicant's participation in the Old Timers Day Parade including but not limited to loss of life, personal injury, and/or damage to property arising from, or out, of any occurrence, omission, or activity to such participation. In the event Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club shall be made a party to any litigation by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club harmless and shall pay all cost, expenses and attorney's fees incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your acceptance of this entry, I intend to be legally bound myself , my heirs, executors and administrators, waive and release any and all rights I may have against Madera Downtown Association, City of Madera, and Madera Sunrise Rotary Club, and all other associated sponsors, promoters, and agents for any and all injuries suffered by me in conjunction with/and or arising in and out of my traveling to, participate in, and returning from Old Timers Day Parade.

By signing this document, the applicant certifies that they have read, understand and will comply with the Old Timers Day Parade Rules and Regulations. The applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The applicant further agrees to hold harmless, the Madera Downtown Association, City of Madera, Madera Sunrise Rotary Club and its designated representatives, volunteers and sponsors, for all claims, damages and liability arising from any injury associated with the parade in all manner.

THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED OR THE APPLICANT WILL NOT BE ADMITED TO THE PARADE.

I agree to the Hold Harmless Agreement.

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

_____

Print Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT

Date_____

The Madera Downtown Association & Madera Sunrise Rotary
2021 Old Timers' Day Parade
SATURDAY, SEPTEMBER 25, 2021 AT 10:00 A.M.

Entries due by September 15, 2021

Announcers Script Information

Please tell us a little about your entry, your past awards, and other parades you've been involved in. If your entry is a float, please tell us who built it, the name of your sponsors, etc. This information will be read by the parade announcer and will be used in the pre-parade publicity. Please limit your script to 50 words. We will edit your script if necessary.

Your entry will be final when all paperwork; entry form, hold harmless agreement, publicity information sheet, and payment has been submitted. After completion of parade application forms, please make a copy for your records.

Mail or deliver your completed entry form, with payment (Cash, Check, or Credit Card, to):

Madera Old Timers' Day Parade c/o Madera Chamber of Commerce
120 N. E St. Madera, CA 93638
Or email forms to: district3@maderacounty.com

Please contact the parade organizer with any questions at:
District3@maderacounty.com or (559) 474-9901

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 1, 2021

Agenda Number: D-1

Arnoldo Rodriguez, City Manager

SUBJECT:

First Reading and Introduction of an Ordinance Amending the City's Municipal Code Relating to Cannabis

RECOMMENDATION:

Conduct a public hearing, waive full reading of ordinance, and introduce ordinance amending the Madera Municipal Code by title only as follows:

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

SUMMARY:

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

BACKGROUND:

Initial workshops on the cannabis regulatory ordinance and related procedures were presented to Council on January 6, 2021, January 20, 2021, and April 21, 2021. The workshops discussed the basic components of the ordinance, procedural guidelines, selection criteria, and approval of cannabis business permits. Staff presented reasoning for the recommended approach and

solicited feedback and direction by Council majority on policy considerations before completing the preparation of the ordinance and land use ordinance designating zone districts where cannabis businesses may be permitted. Following the workshops, Council considered regulations pertaining to cannabis on June 7, 2021, and adopted them on June 16, 2021.

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

PROPOSED AMENDMENT:

Regulatory Ordinance (Chapter 5 To Title VI)

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

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

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

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

(D) The distance requirements prescribed in this section (§6-5.33) shall not apply to:
(1) The Fresno River
(2) Rotary Park, Courthouse Park, Wells Center (including the community garden and Centennial Park), Frank Bergon Center**, and Lions Town and Country Community**

Park

(3) Madera County Fairgrounds
(4) Madera Municipal Golf Course
(5) Madera County Library
(6) Madera Downtown Business Improvement Area

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

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

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The proposed project has been reviewed for compliance with CEQA. The City prepared an initial study and, on that basis, determined that the proposed project will not have significant adverse effects on the environment and that a Negative Declaration could be prepared. The Initial Study/Negative Declaration (IS/ND) was published for a 21-day review and comment period commencing on August 11, 2021. No comments have been received as of the date of this report.

FINANCIAL IMPACT:

Costs associated with cannabis-related work includes the following:

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

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

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

ATTACHMENTS:

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

Attachment 1:

Ordinance

Municipal Code Update

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

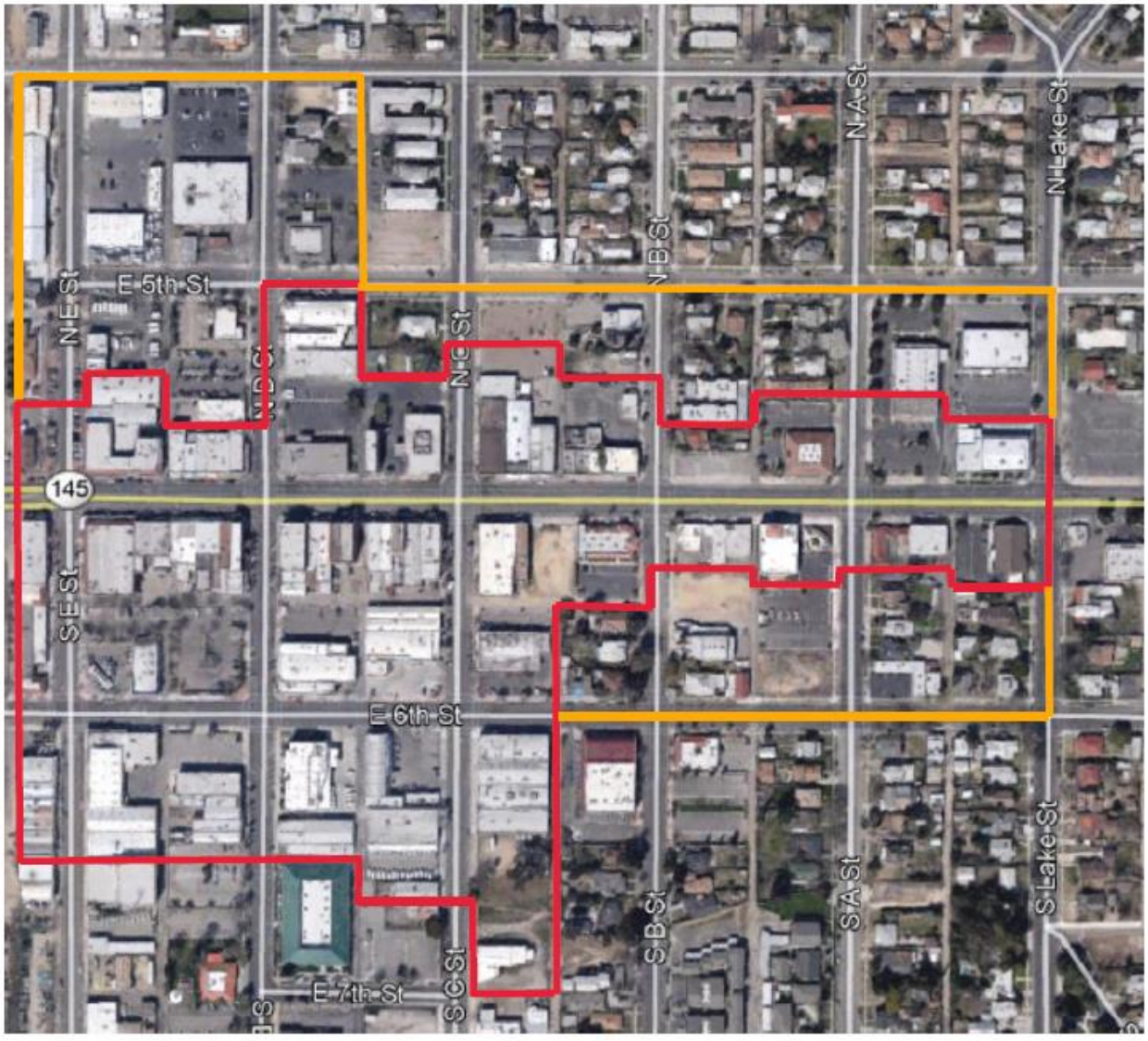
THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

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

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

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

Madera Downtown Business Improvement Area



Benefit Zone A: subject to Parking District and MDBID Assessments

Benefit Zone B: subject to MDBID Assessment

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

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

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

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

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

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

Attachment 2:

Initial Study/Negative Declaration pursuant to the California Environmental Quality act

City of Madera
Cannabis Business Location Setback Exemptions Amendment

Initial Study / Negative Declaration

August 2021

Prepared by:

The City of MADERA

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

Table of Contents

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

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

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

List of Figures

Figure 2-1 – Area Map

Figure 2-2 – Project Update Overview

Figure 2-3 – Project Update Detail

Chapter 1 Introduction

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

1.1 Regulatory Information

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

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

1.2 Document Format

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

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

Chapter 2 Project Description

2.1 Project Background

2.1.1 Project Title

City of Madera Cannabis Business Location Setback Exemptions Amendment

2.1.2 Lead Agency Name and Address

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

2.1.3 Contact Person and Phone Number

Lead Agency Contact

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

Applicant Information

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

2.1.4 Study Prepared By

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

2.1.5 Project Location

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

2.1.6 Zoning

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

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

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

2.1.7 Description of Project

Project Description

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

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

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

RELEVANT ADOPTED AMENDMENTS:

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

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

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

1. Zoning Ordinance Amendments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Regulatory Ordinance (Chapter 5 To Title VI)

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

Operating Requirements

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

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

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

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

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

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

2.1.8 Other Public Agencies Whose Approval May Be Required

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

2.1.9 Consultation with California Native American Tribes

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

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

Figure 2-1 Area Map

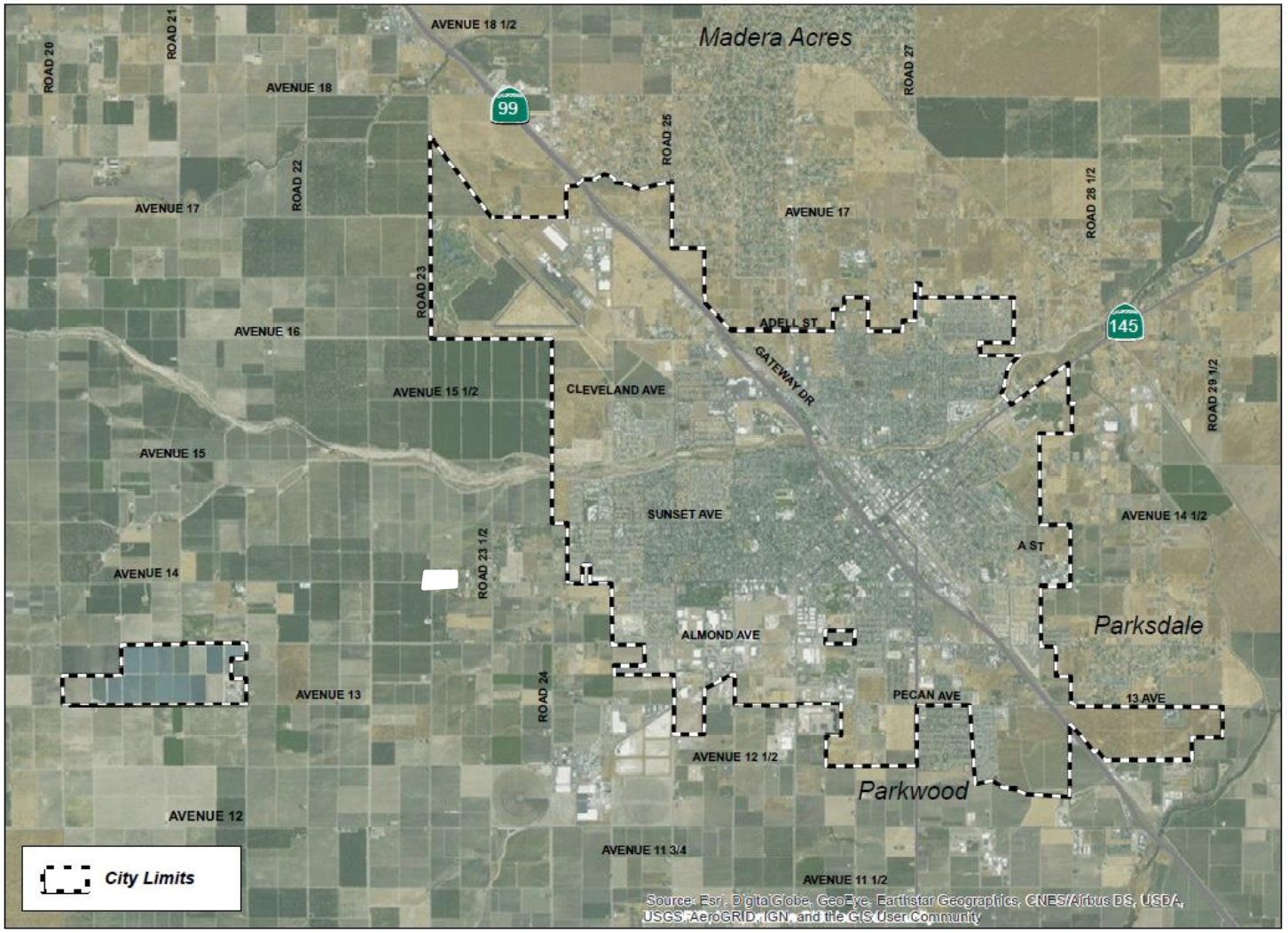


Figure 2-2 Project Update Overview

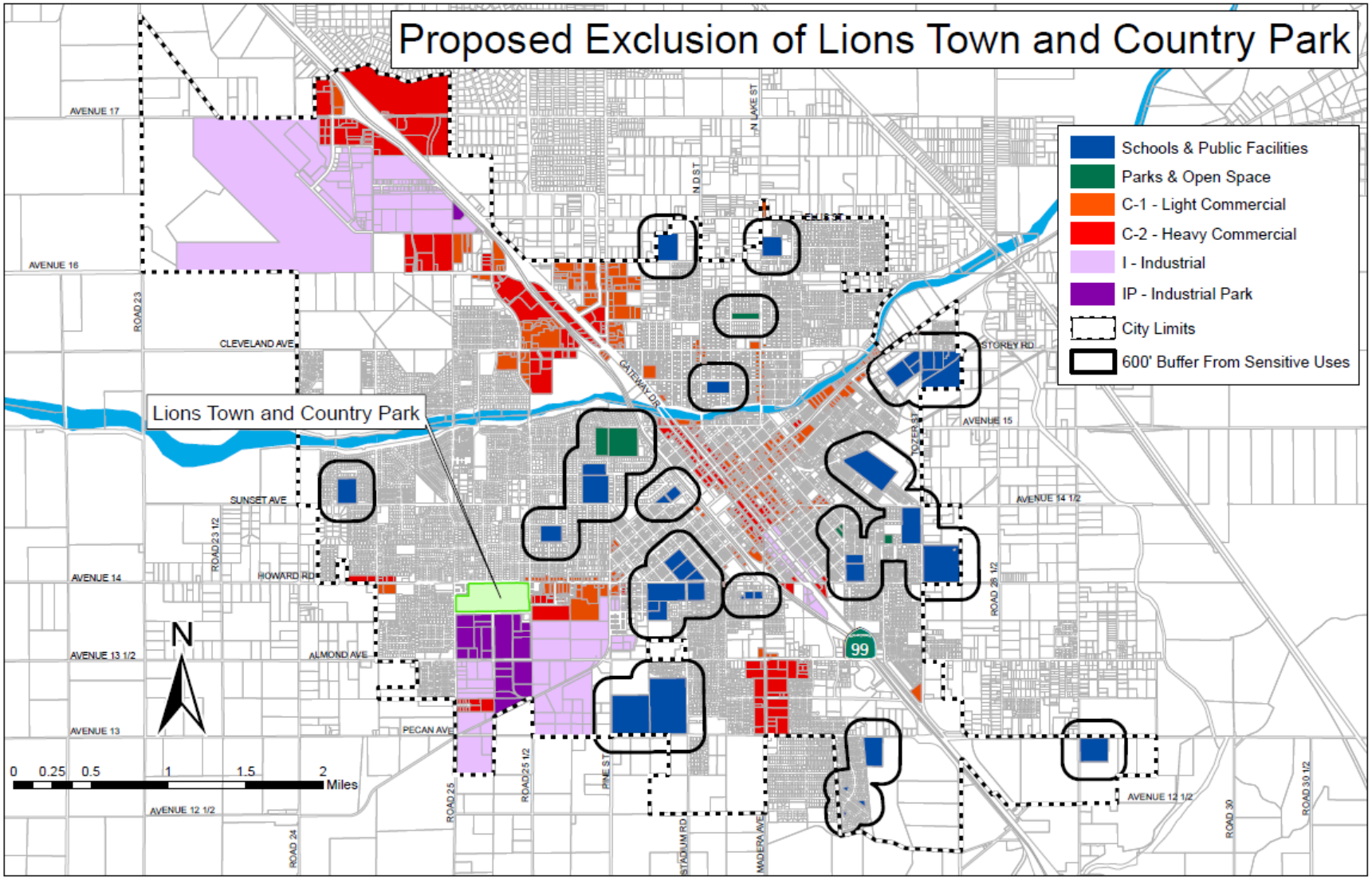
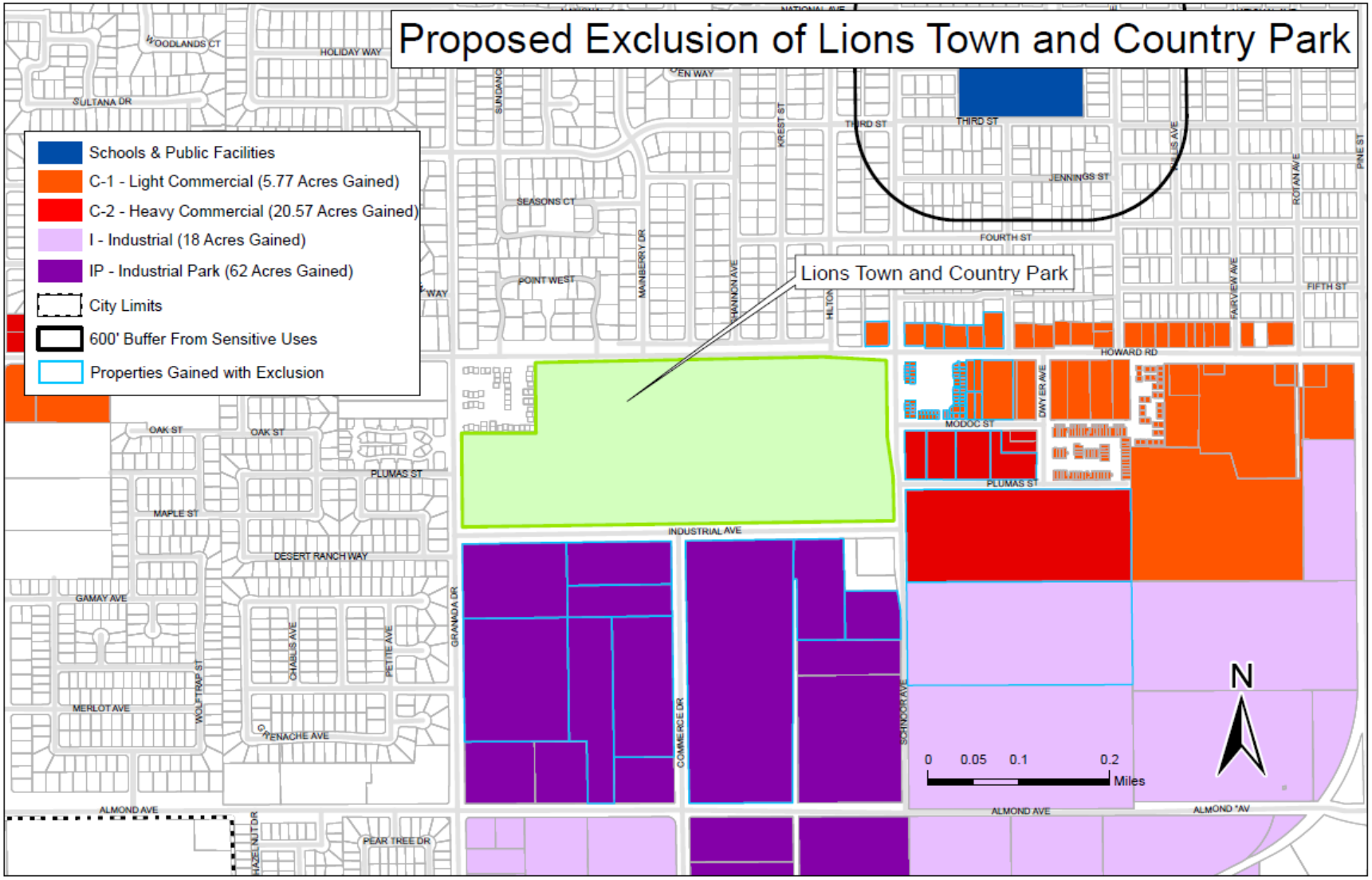


Figure 2-3 Project Update Detail



Chapter 3 Determination

3.1 Environmental Factors Potentially Affected

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

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

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

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

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

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

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

3.2 Determination

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

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

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

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

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

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

Gary Conte _____ 8/10/21 _____

Signature Date

Gary Conte, AICP, Planning Manager

Chapter 4 Impact Analysis

4.1 Aesthetics

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

4.1.1 Environmental Setting

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

4.1.2 Impact Assessment

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

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

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

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

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

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

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

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

4.2 Agriculture and Forestry Resources

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

4.2.1 Impact Assessment

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

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

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

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

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

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

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

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

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

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

4.3 Air Quality

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

4.3.1 Environmental Setting

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

4.3.2 Impact Assessment

Thresholds of Significance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Biological Resources

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

4.4.1 Environmental Setting

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

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

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

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

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

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

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

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

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

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

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

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

4.4.2 Impact Assessment

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Cultural Resources

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

4.5.1 Impact Assessment

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

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

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

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

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

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

4.6 Energy

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

4.6.1 Environmental Setting

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

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

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

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

4.6.2 Impact Assessment

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

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

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

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

4.7 Geology and Soils

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

4.7.1 Environmental Setting

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

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

4.7.2 Impact Assessment

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

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

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

a-ii) Strong seismic ground shaking?

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

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

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

a-iv) Landslides?

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

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

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

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

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

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

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

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

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

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

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

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

paleontological resources. No impacts would occur.

4.8 Greenhouse Gas Emissions

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

4.8.1 Environmental Setting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.8.2 Impact Assessment

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

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

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

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

4.9 Hazards and Hazardous Materials

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

4.9.1 Environmental Setting

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

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

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

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

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

4.9.2 Impact Assessment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.10 Hydrology and Water Quality

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

4.10.1 Environmental Setting

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

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

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

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

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

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

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

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

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

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

4.10.2 Impact Assessment

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

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

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

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

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

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

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

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

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

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

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

iv) impede or redirect flood flows?

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

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

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

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

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

4.11 Land Use and Planning

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

a) Would the project physically divide an established community?

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

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

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

4.12 Mineral Resources

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

4.12.1 Environmental Setting

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

4.12.2 Impact Assessment

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

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

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

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

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

4.13 Noise

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

4.13.1 Environmental Setting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.13.2 Impact Assessment

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

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

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

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

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

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

4.14 Population and Housing

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

4.14.1 Impact Assessment

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

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

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

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

4.15 Public Services

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

4.15.1 Impact Assessment

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

Fire Protection:

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

Police Protection

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

Schools

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

Parks

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

Other Facilities

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

4.16 Recreation

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

4.16.1 Impact Assessment

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

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

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

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

4.17 Transportation

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

4.17.1 Environmental Setting

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

4.17.2 Impact Assessment

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

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

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

No Impact.

Vehicle Miles Traveled

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

transportation impact.

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

CEQA Guidelines Section 15064.3(b)(4) states that "[a] lead agency has discretion to evaluate a project's VMT, including whether to express the change in absolute terms, per capita, per household or in any other measure. A lead agency may use models to estimate a project's VMT and may revise those estimates to reflect professional judgment based on substantial evidence. Any assumptions used to estimate VMT and any revision to model outputs should be documented and explained in the environmental document prepared for the project." Below is a discussion of the threshold and analysis used to analyze VMT impacts from the proposed Project.

According to page 19 of the Technical Advisory on Evaluating Transportation Impacts in CEQA published by the Governor's Office of Planning and Research (OPR), "of land use projects, residential, office, and retail projects tend to have the greatest influence on VMT. For that reason, OPR recommends the quantified thresholds described above for purposes of analysis and mitigation. Lead agencies, using more location-specific information, may develop their own more specific thresholds, which may include other land use types." Neither the City of Madera nor the County's Regional Transportation Planning Agency (Madera County Transportation Commission (MCTC)), have established VMT thresholds or guidelines. Since the MCTC and the City of Madera do not have established thresholds or guidelines, the state guidelines, including the Technical Advisory document mentioned above, have been utilized as the default methodology used to analyze VMT impacts.

Although it is likely that any proposed developments that could be implemented under the proposed Project could be screened out and thus VMT impacts determined to be less than significant, such developments would nonetheless be required to undergo both traffic impact and VMT analysis as applicable on a project level. No impacts would occur.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. Because the proposed Project does not specify any development, there are no traffic design features such as curves or intersections. Future development that could be constructed and operated would undergo project-specific analysis. No impacts would occur.

d) Would the project result in inadequate emergency access?

No Impact. Emergency access would only be affected if development construction would result in lane closures or long-term operations would result in restricted road capacity. Because the Project does not propose specific development and such development would undergo site-specific analysis with regard to emergency access, no impacts would occur.

4.18 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	☐	☐	☐	☒
i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

4.18.1 Environmental Setting

Assembly Bill 52 (AB 52) requires consultation with California Native American tribes during the CEQA process to determine potential effects of proposed projects on a tribal cultural resource. Pursuant to Public Resources Code (PRC) Section 21080.3.1, the lead agency shall begin consultation with the California Native American tribe that is traditionally and culturally affiliated with the geographical area of the proposed project. Such significant cultural resources are either sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe which is either on or eligible for inclusion in the California Historic Register or local historic register, or, the lead agency, at its discretion, and support by substantial evidence, choose to treat the resources as a Tribal Cultural Resources (PRC Section 21074(a) (1-2)). To date, the City of Madera has not received a request from any California Native American tribes in the geographic area to be notified about projects in the City of Madera.

4.18.2 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or

No Impact. The Project does not propose specific development. Such development that could occur would be analyzed in a site-specific environmental review including with regard to Tribal Cultural Resources.

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. The Project does not propose specific development. Such development that could occur would be analyzed in a site-specific environmental review including with regard to Tribal Cultural Resources.

4.19 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

4.19.1 Environmental Setting

The Project does not propose specific development. Future projects that could occur as a result of Project implementation would be required to connect to water, sewer, stormwater, and wastewater services provided by the City of Madera and may be subject to fees to be provided such services. In addition, future projects would be subject to compliance with the City's Water System Master Plan (2014), Sanitary Sewer System Master Plan (2014), and Urban Water Management Plan (2015).

4.19.2 Impact Assessment

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No Impact. The project would permit the construction and operation of both vertically integrated and retail only cannabis businesses in specific areas of the City. It is unlikely that such activities would require new water or storm water infrastructure, however the Project analyzed herein does not propose specific development. Future development that could occur under the Project would be subject to project-level environmental review, including on the topic of water and wastewater infrastructure. Because the Project does not propose specific development, no impacts would occur.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

No Impact. As mentioned in the above under item a), the Project is a regulatory and policy ordinance that would permit a limited number of cannabis businesses in certain sections of the City subject to specific regulations. It is unlikely that developments that could be permitted under the Project would use water supplies at a rate such that current water supplies become insufficient. However, the Project does not propose specific development and future development would be subject to project-level environmental review. Therefore, no impacts would occur.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. The City of Madera Wastewater Treatment Plant (WWTP) is the regional facility for disposal of wastewater for residential, commercial, and industrial accounts. As previously mentioned, the Project does not propose specific development and would therefore not generate additional wastewater. No impacts would occur.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact. Although future developments that could occur as a result of Project implementation would be required to comply with Madera Municipal Code, Title V: Sanitation and Health, Chapter 3: Garbage, Refuse, and Recycling, and all other State and local solid waste standards, the Project itself does not propose specific development. Therefore, no impacts would occur as no solid waste would be generated as a result of Project implementation.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. Although vertically integrated cannabis production facilities that would be constructed and operated under the proposed Project have the potential to generate solid waste beyond what is currently

generated in the City, it is not known to what extent as the Project does not propose specific development. Future developments that could occur as a result of Project implementation would undergo site-specific environmental reviews. No impacts would occur.

4.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

4.20.1 Environmental Setting

The Project site is not identified by the California Department of Forestry and Fire Protection (Cal Fire) or the City of Madera as a Very High Fire Hazard Severity Zone (VHFHSZ).

4.20.2 Impact Assessment

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The Project site is not within an area of local responsibility and are not identified by Cal Fire as a Very High Fire Hazard Severity Zone (VHFHSZ). Further, future projects implemented under the cannabis ordinances would be required to comply with adopted emergency response plans and emergency evacuation plans and thereby would not substantially impair any such plans. As such, the Project would have no impact.

b) Due to slope, prevailing winds, and other factors exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The City of Madera does not lie within a VHFHSZ so future projects that could occur under the ordinances both adopted and amended would be unlikely to expose occupants to wildfire hazards beyond existing conditions. However, the Project does not propose specific developments and such developments that could occur in the future would have site-specific environmental evaluations. No impacts would occur.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. Cannabis developments that could occur under the adopted and amended ordinances would be subject to individual environmental review, including infrastructure provision. Because the ordinances do not propose specific development, no impacts would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The Project site is composed of relatively flat, infill properties. As a result, slopes are not expected to be affected by future projects that would be constructed in the Project site. In addition, future developments in the footprint would be required to undergo project-specific environmental evaluation. No impacts would occur.

4.21 CEQA Mandatory Findings of Significance

Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

4.21.1 Impact Assessment

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

No Impact. The analyses of environmental issues contained in this Initial Study indicate that the Project is not expected to have substantial impact on the environment or on any resources identified in the Initial Study. Any potential impacts based on specific development that could be developed in the future would be subject to project-level environmental review. No impacts would occur.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are

considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

No Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. As stated elsewhere above, the Project does not propose specific development. No impacts would occur.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No Impact. As stated elsewhere above, the Project does not propose specific development. No impacts would occur. Future development would be evaluated on a project-specific basis.

Appendix A

Ordinance 976 C.S.

ORDINANCE NO. 976 C.S.

AN ORDINANCE OF THE CITY OF MADERA AMENDING SECTIONS 10-3.802, 10-3.902, 10-3.1002, AND 10-3.11.503 OF THE MADERA MUNICIPAL CODE RELATING TO AUTHORIZING COMMERCIAL CANNABIS ACTIVITIES IN CERTAIN ZONE DISTRICTS OF THE CITY

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

SECTION 1. Section 10-3.802 relating to the Light Commercial Zone District (C-1) of the Madera Municipal Code is amended to read as follows:

§ 10-3.802 USES PERMITTED.

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

(1) Appliance stores, sales and repair;

(2) Bakeries, limited to retail sales on the same premises;

(3) Banks;

(4) Barber shops;

(5) Beauty parlors;

(6) Bicycle repair and sales;

(7) Book stores;

(8) Candy stores;

(9) Department stores;

(10) Dressmaking or millinery shops;

(11) Drug stores;

(12) Dry goods or notions stores;

(13) Florist shops;

(14) Food stores (groceries, fruits, and vegetables);

(15) Hardware stores;

(16) Insurance offices;

(17) Jewelry stores;

(18) Meat markets or delicatessens;

(19) Nurseries (plant material and supplies);

(20) Offices, business or professional;

(21) Service stations, but not including auto engine and transmission overhauling, tire rebuilding, or battery manufacture;

(22) Restaurants and cafes;

(23) Shoe shops, sales and repair;

(24) Stationery stores;

(25) Studios, photographic;

(26) Tailor shops;

(27) Single bay, fully automatic car wash accessory to a permitted use; and

(28) Apparel stores and boutiques;

(29) Art galleries;

(30) Arts and craft studios;

(31) Automobile parts and supply stores;

(32) Clinics (medical and dental);

(33) Electrical appliance repair shop (small appliances only);

(34) Hobby supplies and craft sales;

(35) Laundries;

(36) Laundromat, self serve;

(37) Locksmith and key shops;

(38) Newspaper and magazine stands;

(39) Newspaper and magazine stands;

(40) Pet shops;

(41) Pharmacies;

(42) Video arcades of five or fewer games;

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

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

SECTION 2. Section 10-3-9.202 relating to the Heavy Commercial Zone District (C-2) of the Madera Municipal Code is amended to read as follows:

§ 10-3.902 USES PERMITTED.

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

(1) Any use permitted in the C-1 zone.

(2) Wholesale stores and storage within buildings.

(3) Building material yards.

(4) Lumber yards.

(5) Used secondhand merchandise within enclosed buildings.

(6) Emergency shelter as provided in § 10-3.422.

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

SECTION 3. Section 10-3.1002 relating to the Industrial Zone District (I) of the Madera Municipal Code is amended to read as follows:

§ 10-3.1002 USES PERMITTED.

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

(1) Animal hospitals, kennels and veterinarians;

(2) Automobile dismantling and use parts storage, provided such must be conducted wholly within a building;

(3) Boat-building works;

(4) Building materials, sales and storage;

(5) Dairy products processing;

(6) Dwelling for a caretaker or security guard and his immediate family, necessary and incidental to a use located in such zone;

(7) Electrical and electronic instruments, devices and appliances, manufacture and assembly;

(8) Garment manufacture;

(9) Ice and cold storage plants;

(10) Laboratory, experimental and testing;

(11) Machine shops;

(12) Pharmaceuticals and drugs, manufacture;

(13) Prefabrication of buildings;

(14) Stone monument works;

(15) Textile manufacturing;

(16) Accessory buildings and uses customarily incidental to any of the above uses;

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

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

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

SECTION 4. Section 10-3.11.503 relating to the Industrial Park Zone District (IP) of the Madera Municipal Code is amended to read as follows:

§ 10-3.11.503 PERMITTED USES.

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

(1) Apparel and other finished products made from fabrics and similar materials;

(2) Books, newspaper and magazine printing and publishing and allied industries;

(3) Electrical and electronic instruments, machinery, equipment and supplies manufacturing;

(4) Furniture and fixture manufacturing;

(5) Fabricated metal products manufacturing, except ordnance machinery and transportation equipment;

(6) Leather and leather products;

(7) Textile mill products;

(8) Professional, scientific, and controlling instruments;

(9) Photographic and optical goods;

(10) Watches and clocks.

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

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

SECTION 5. CEQA. Until July 1, 2021, Business and Professions Code section 26055, subdivision (h), as amended, provides that the California Environmental Quality Act (CEQA) does not apply to adoption of an ordinance, rule, or regulation by local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. The proposed ordinance is subject to a statutory exemption from CEQA because the City requires discretionary review

and approval, including applicable environmental review pursuant to CEQA of permits or other authorizations to engage in commercial cannabis activity.

SECTION 6. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 8. Effective Date. This ordinance shall become effective thirty days from the date of adoption.

The foregoing Ordinance No. 976 C.S. was introduced and given its first reading at a special meeting of the City Council of the City of Madera held on the 7th day of June 2021 and adopted after a second reading at a regular meeting of the City Council held on 16th day of June 2021 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	District 5 is currently vacant.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Appendix B

Ordinance No. 977 C.S.

ORDINANCE NO. 977 C.S.

AN ORDINANCE OF THE CITY OF MADERA, CALIFORNIA ADDING CHAPTER 5 TO TITLE VI RELATING TO CANNABIS BUSINESSES; REPEALING CHAPTER 15, MEDICAL MARIJUANA AND CULTIVATION, OF TITLE IV, PUBLIC WELFARE; AND ADDING SUBSECTION 95 TO CHAPTER 1, BUSINESS LICENSE, OF TITLE VI, BUSINESS, PROFESSIONS, AND TRADES OF THE MADERA MUNICIPAL CODE

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

SECTION 1. Chapter 5 is added to Title VI of the Madera Municipal Code to read as follows:

CHAPTER 5

CANNABIS BUSINESSES

6-5.01 Title
6-5.02 Purpose and Intent
6-5.03 Legal Authority
6-5.04 Cannabis Cultivation and Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter
6-5.05 Compliance with State and Local Laws and Regulations
6-5.06 Definitions
6-5.07 Cannabis Business Permit Required to Engage in Cannabis Business
6-5.08 Evidence of Cannabis Owners and/or Employees Background Check Required
6-5.09 Personnel Prohibited from Holding a License or from Employment with a Cannabis Business Permittee
6-5.10 Maximum Number and Type of Authorized Cannabis Businesses Permitted
6-5.11 Community Benefits
6-5.12 City's Reservation of Rights
6-5.13 Procedure Guidelines and Review Criteria to Evaluate Cannabis Business Applications
6-5.14 Application Review Process
6-5.15 Exercise of a Cannabis Business Permit
6-5.16 Scope of Approval
6-5.17 Reapplying for a Cannabis Business Permit
6-5.18 Renewal of Cannabis Business Permits
6-5.19 Revocation of Permits
6-5.20 Effect of State License Suspension
6-5.21 Effect of State Revocation
6-5.22 Appeals

6-5.23 Written Request for Appeal
6-5.24 Grounds for Appeal
6-5.25 Appeal Hearing Process
6-5.26 Administrative Hearing and Proceedings
6-5.27 Change in location; updated application form
6-5.28 Transfer of Cannabis Business Permit
6-5.29 City Business License
6.5.30 Building Permits and Inspection
6.5.31 Authorization from the Community Development Director
6.5.32 Right to Occupy and to Use Property
6.5.33 Location and Design of Cannabis Businesses
6.5.34 Limitations on City's Liability
6.5.35 Records and Recordkeeping
6.5.36 Security Measures
6.5.37 Fees and Charges
6.5.38 General Operating Requirements
6.5.39 Amendments to General Operating Requirements
6.5.40 Operating Requirements for Store Front/Retail Facilities
6.5.41 Operating Requirements for Non-Store Front Retailer
6.5.42 Retailer, Non-Store Front Retailer and Microbusiness Delivery Vehicle Requirements
6.5.43 Operating Requirements for Distributors
6.5.44 Operating Requirements for Testing Labs
6.5.45 Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale of Edible and Other Cannabis Products
6.5.46 Operating Requirements for Cultivators
6.5.47 Operating Requirements for Delivery Services
6.5.48 Permissible Delivery Locations and Customers
6.5.49 Promulgation of Regulations, Standards and Other Legal Duties
6.5.50 Community Relations
6.5.51 Fees Deemed Debt to the City
6.5.52 Permit Holder Responsible for Violations
6.5.53 Inspection and Enforcement
6.5.54 Violations declared a public nuisance

6-5.01 Title.

This Chapter shall be known as the Cannabis Business Permit Ordinance of the City of Madera.

6-5.02 Purpose and Intent.

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") to accommodate the needs of medically-ill persons in need of cannabis for medicinal purposes as recommended by their health

care provider(s), and to provide access to same. It is also the purpose and intent of this Chapter to provide access to adult-use cannabis for persons aged 21 and over as authorized by the Control, Tax & Regulate the Adult Use Cannabis Act ("AUMA" or "Proposition 64" approved by California voters in 2016), while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. It is the purpose and intent of this Chapter to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law.

6-5.03 Legal Authority.

This Chapter is adopted pursuant to the authority granted to the City by Sections 5 and 7 of Article XI of the California Constitution and the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (hereinafter "MAUCRSA").

6-5.04 Cannabis Cultivation and Cannabis Activities Prohibited Unless Specifically Authorized by this Chapter.

Except as specifically authorized by this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution, or transportation (other than as provided under Business and Professions Code Section 26090(e)), of cannabis or cannabis products is expressly prohibited in the City.

6-5.05 Compliance with State and Local Laws and Regulations.

It is the responsibility of the owners and/or operators of any commercial cannabis business within the City limits to ensure that they operate in a manner compliant with this Chapter, all applicable state and local laws, and any regulations promulgated thereunder, including but not limited to the MAUCRSA.

6-5.06 Definitions.

All definitions pertaining to cannabis regulation that appear in Business and Professions Code Section 26001, as codified by Senate Bill 94, the MAUCRSA of 2017, are hereby incorporated by reference. Definitions appearing in this ordinance are either those that are not covered by state law, pre-date Proposition 64 and the MAUCRSA, or are outside the scope of Business and Professions Code Section 26001.

(A) "Applicant" means a person or entity that submits an application for a Cannabis Business Permit under this Chapter.

(B) "Bureau" means the Bureau of Cannabis Control with the California Department of Consumer Affairs, or its successor the Department of Cannabis Control which becomes effective July 1, 2021.

(C) "Cannabis" shall have the same meaning as that appearing in Business and Professions Code Section 26001(f).

(D) "Canopy" shall have the same meaning as that appearing in Title 3, Section 8000(f) of the California Code of Regulations.

(E) "Caregiver" or "primary caregiver" has the same meaning as that term is defined in Health and Safety Code Section 11362.7.

(F) "City" shall mean the City of Madera, California.

(G) "City Manager" shall mean the City of Madera City Manager or his or her designee.

(H) "Commercial cannabis business" means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

(I) "Cannabis Business Permit" means a regulatory permit issued by the City pursuant to this Chapter to a commercial cannabis business and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business is made expressly contingent upon the business' ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the commercial cannabis activity at issue.

(J) "Cannabis Business Permittee" or "Permittee" means a person or entity that has received a Cannabis Business Permit from the City as authorized under this Chapter.

(K) "Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a retailer.

(L) "Distributor" shall have the same meaning as that appearing in Section 26070 of the Business and Professions Code.

(M) "Limited-access area" means an area in which cannabis is stored or held and is only accessible to a permittee and authorized personnel.

(N) "Manufactured cannabis" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(O) "Manufacturing site" means a location that produces, prepares, propagates, or compounds cannabis or cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid Cannabis Business Permit for manufacturing from the City of Madera and a valid state license as required for manufacturing of cannabis products.

(P) "Microbusiness" shall have the same meaning as that contained in Section 26070(a)(3) of the Business and Professions Code.

(Q) "Non-retailer business" means a wholesale business which includes cultivation, manufacturing, distribution, and testing labs.

(R) "Non-storefront retailer" is a subset of "Retailer" and is a licensed retail business that is closed to the public and provides product to customers solely by means of a delivery service which the retailer owns and controls.

(S) "Non-volatile solvent" means any solvent used in the extraction process that is not a volatile solvent as defined by state law. For purposes of this chapter, a non-volatile solvent includes carbon dioxide (CO_2) used for extraction and ethanol used for extraction or post-extraction processing.

(T) "Owner" means any of the following:

(1) A person with an aggregate ownership interest of 10 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien or encumbrance.

(2) The Manager of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the person applying for a license. Such an individual includes any of the following:

(a) A general partner of a commercial cannabis business that is organized as a partnership.
(b) A non-member manager or manager of a commercial cannabis business that is organized as a limited liability company.
(c) An officer or director of a commercial cannabis business that is organized as a corporation.
(d) An individual entitled to a share of at least 10 percent of the profits of the commercial cannabis business.

(5) Any individual who assumes responsibility for the license.

(6) When an entity is an owner in a commercial cannabis business, all entities and individuals with a financial interest in the entity shall be disclosed to the City and may be considered owners of the commercial cannabis business. For example, this includes all entities in a multi- layer business structure, as well as the chief executive officer, members of the board of directors, partners, trustees and all persons who have control of a trust and managing members or non-member managers of the entity. Each entity disclosed as having a financial interest must disclose the identities of persons holding financial interests until only individuals remain.

(U) "Package" means any container or receptacle used for holding cannabis or cannabis products.

(V) "Patient" or "qualified patient" shall have the same meaning as that contained in California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which includes within its definition a person who is entitled to the protections of California Health & Safety Code Section 11362.22.

(W) "Person" shall mean any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

(X) "Person with an identification card" shall have the same meaning as that contained in California Health and Safety Code Section 11362.7.

(Y) "Processing" means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis and nonmanufactured cannabis products.

(Z) "Retailer" or "Storefront Retailer" shall have the same meaning as that contained in Section 26070(a)(1) of the California Business and Professions Code.

(AA) "State license" means a permit or license issued by the State of California, or one of its departments or divisions, under the MAUCRSA and any subsequent related State of California legislation, to engage in cannabis activity. A state license alone will not authorize the holder to operate a cannabis business, as state law also requires a permit or other authorization issued by a local jurisdiction.

(BB) "Topical cannabis" means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by California Health and Safety Code Section 109925.

(CC) "Transport" means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting cannabis activity authorized by the MAUCRSA which may be amended or repealed by any subsequent related State of California legislation. Transport can only be performed by licensed distributors and does not include deliveries of cannabis or cannabis products.

(DD) "Vertical Integration" means a Cannabis Business that will hold a minimum of three (3) non-retail cannabis permit which includes manufacturing, distribution, and at least one cultivation license which shall cultivate at least 20,000 square feet of canopy in the City. A Vertical Integrated business may also be eligible to operate a retail or non-storefront retail business upon evidence of actual operation of at least three non-retail cannabis permit in the City.

(EE) "Volatile solvent" means a solvent as defined by Health and Safety Code Section 11362.3(b)(3) as of the effective date of this article and as subsequently amended.

(FF) "Youth center" means any:

(1) Public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to:

(a) Private youth membership organizations or clubs,
(b) Social service teenage club facilities,
(c) Video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or
(d) Similar amusement park facilities, and
(e) Must be used for youth activities at least 60 percent of the time in a calendar year.

(2) It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on public or private school grounds, or on City, county, or state parks.

(3) This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

6-5.07 Cannabis Business Permit Required to Engage in Cannabis Business.

No person may engage in any cannabis business within the City including cultivation, manufacture, processing, laboratory testing, distributing, dispensing, or sale of cannabis or a cannabis product unless the person meets all of the following requirements:

(A) Possesses a valid Cannabis Business Permit from the City;

(B) Possesses a valid State of California Seller's Permit;

(C) Possesses a valid City cannabis business license tax certificate; and

(D) Is currently in compliance with all applicable state and local laws and regulations pertaining to the cannabis business and the cannabis activities, including the duty to obtain any required state licenses.

6-5.08 Evidence of Cannabis Owners and/or Employees Background Check Required.

(A) Any person who is an owner, employee or who otherwise works within a cannabis business must be legally authorized to do so under applicable state law.

(B) Cannabis business owners, operators, investors, managers, and employees shall be required to submit to a criminal background check for themselves and all persons in their employment.

(C) The City shall conduct criminal background checks which must at a minimum identify the following:

(1) Whether the individual applying for employment has ever been convicted of a violent felony as defined by California Penal Code 667.5 or equivalent offenses in other states;

(2) Whether the owner or employee has ever been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in California Penal Code Sections 186.11, 470, 484, and 504a, respectively; or equivalent offenses in other states; or

(3) Whether the owner or employee has ever been convicted of the illegal use, possession, transportation, distribution, or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, not including cannabis-related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(D) Evidence of a conviction of any the offenses enumerated in Section 6-5.08(c) shall be grounds for denial of employment.

(E) Violation of this section shall be grounds for immediate suspension of the business' operating Cannabis Business Permit, pending a hearing before the City Manager within 30 days for a final determination of the status of the permit.

6-5.09 Personnel Prohibited from Holding a License or from Employment with a Cannabis Business Permittee.

(A) Any person, including but not limited to any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, in which any of the following actions or notices have been issued for non-compliance, shall not be eligible to obtain a Cannabis Business Permit from the City or from employment with a Cannabis Business Permittee in the City of Madera:

(1) The applicant has been denied a cannabis license due to a disqualifying factor or has had a cannabis license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;

(2) The applicant was notified by the state, county, or city that it was conducting cannabis activity in violation of City ordinances, codes, and requirements, and failed to cure the violation in a timely manner;

(3) Evidence that the applicant is delinquent in payment of federal, state, or local taxes and/or fees, and has taken no steps to cure the delinquency when notified by the appropriate agencies;

(4) As of June 16, 2021, applicant was conducting cannabis activity in the City of Madera in violation of local and state law.

(B) No person shall be issued a Cannabis Business Permit to operate if that person enters into either a verbal or written agreement to lease, sublease, or any other agreement for any terms of use of the premises granted by a property owner, commercial broker or any third party, that is in violation of Section 6-5.07 above unless that property is leased at fair market value. Any such lease, sublease or agreement shall not contain terms or conditions requiring the Cannabis Businesses Permit licensee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the City. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

6-5.10 Maximum Number and Type of Authorized Cannabis Businesses Permitted.

This section is only intended to create a maximum number and types of cannabis businesses that may be issued permits to operate in the City.

(A) The number of each type of cannabis business that shall be permitted to operate in the City shall be established by resolution by the City Council.

(B) Each year following the City Council's initial award of permits, if any, or at any time in the City Council's discretion, the City Council may reassess the number of Cannabis Business Permits which are authorized for issuance and make any changes by resolution.

(C) The City Council at its sole discretion may determine that the number and/or types of Cannabis Business Permits should remain the same or be modified.

6-5.11 Community Benefits.

(A) The application procedure process shall include a component on community benefits.

(B) Any community benefits that a cannabis business agrees to provide shall be incorporated into the terms and conditions under which the cannabis business will operate with the City's approval, if and when a Cannabis Business Permit is issued. Such terms and conditions shall be in addition to the requirements of this Chapter.

(C) Community benefits may include but will not be limited to: in-kind donations; sponsorship of community events; financial support or otherwise, for special community events such as fairs, afterschool programs, youth centers, Boys and Girls Clubs, local schools whether public or private; school athletic programs; school clubs; community centers, homeless shelters, senior centers and/or senior living facilities, parks and recreation programs.

6-5.12 City's Reservation of Rights.

The City reserves the right to reject any or all applications for a Cannabis Business Permit. Prior to such permit issuance, the City may modify, postpone, or cancel any request for applications, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under California law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this Chapter, may be cancelled at any time prior to permit issuance. The City further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to a failure to comply with other requirements in this Chapter, an application may be rejected for any of the following reasons:

(A) The application was received after the designated time and date of the deadline.

(B) The application did not contain the required elements, exhibits, or was not organized in the required format.

(C) The application was considered not fully responsive to the request for a permit application.

6-5.13 Procedure Guidelines and Review Criteria to Evaluate Cannabis Business Applications.

(A) By resolution the City Council shall adopt Procedure Guidelines (also referenced as application process in this Chapter) and Review Criteria for the City's evaluation of cannabis business permit applications.

(B) The Procedure Guidelines shall provide the process for soliciting applications including time frames, limitations, requirements, forms, and rules for completing applications.

(C) The Review Criteria shall include detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to particular sets of criteria.

(D) The scoring on Review Criteria shall be used to determine which candidates will be eligible to participate in the interview or other decision process as determined by City Council resolution.

(E) The City Manager shall be authorized to prepare any necessary forms and adopt any necessary rules to implement the Procedures Guidelines and Review Criteria.

(F) At the time of filing, each applicant shall pay an application fee established by resolution of the City Council to cover all costs incurred by the City in the application process.

(G) For applicants with ten or more employees, the applicant shall attest that the applicant has entered into a labor peace agreement and will abide by the terms of the agreement, and the applicant shall provide notarized statement thereof to the City. For applicants that have not yet entered into a labor peace agreement, the applicant shall provide a notarized statement indicating that within 30-days of receipt of cannabis permit from the City, the applicant will enter into and abide by the labor peace agreement.

6-5.14 Application Review Process.

(A) Applications will be reviewed per the Procedure Guidelines and Review Criteria and will be either denied or approved.

(B) Once the proposed locations of approved applications have been identified, the Community Development Director, or his or her designee shall verify whether they are

properly zoned for the type of license(s) in which the applicant has applied. If permitted, a zoning verification letter shall be issued.

(C) Only approved applications meeting guidelines set by City Council resolution will be eligible to participate in the final selection process.

(D) Upon the completion of the review process, a public meeting shall be set in which concerns of residents, businesses, and community organizations alike may be brought before the City.

(E) The Community Development Director, or his or her designee shall conduct the public meeting to solicit community feedback.

(F) Public Notice shall be mailed at least ten (10) days prior to the public meeting to the following:

(1) All property owners of record within a minimum 300-foot radius of the subject property as shown on the latest available assessment role or a larger radius if deemed necessary by the Community Development Director, or his or her designee in order to provide adequate public notification; and

(2) Any person or group who has filed a written request for notice regarding the specific application.

(3) Failure to Notify Individual Properties. The validity of the proceedings shall not be affected by the failure of any property owner, resident or neighborhood or community organization to receive a mailed notice.

(G) Applications shall be vetted by the City Manager and a team of his/her choice consistent with Review Criteria established by City Council Resolution. At the conclusion of the vetting process, the City Manager shall prepare a report for consideration by the City Council.

(H) The City Council may either deny or approve the final candidates and shall select the top candidates in each category of the cannabis businesses pursuant to Review Criteria established by City Council Resolution. The City Council's decision as to the selection (denial or approval) of the prevailing candidates shall be final and shall not be subject to further administrative or City Council review or appeal.

(I) The City will issue a notice to the prevailing applicants that the City will issue an official Cannabis Business Permit(s) upon the prevailing applicant(s) obtaining all required land use approvals. Once all required land use approvals are secured, the City will issue an Official Cannabis Business Permit.

6-5.15 Exercise of a Cannabis Business Permit.

(A) Each Cannabis Business Permit issued pursuant to this Chapter shall expire twelve (12) months after the date of issuance. Cannabis Business Permits may be renewed as provided in Section 6-5.18.

(B) A Cannabis Business Permit shall be exercised within twelve (12) months of issuance. Exercised shall be when any of the following occur:

(1) A Certificate of Occupancy has been issued,

(2) The permitted use(s) has commenced on the site, and

(3) A City Building Permit or Grading Permit is secured and construction lawfully commenced.

6-5.16 Scope of Approval.

(A) If a location has not been in regular and continuous operation in the preceding four (4) months, it shall be considered abandoned unless mitigating circumstance occur which were beyond the control of the permittee and an extension has be authorized by the City Manager.

(B) The approval of a new use under the City's zoning ordinance shall terminate all rights and approvals of a Cannabis Business Permit occupying the same site or location.

6-5.17 Reapplying for a Cannabis Business Permit.

If an application is denied a permit due to a disqualifying factor such as failing a background check or not complying with any state, or local jurisdictions regulatory requirements in which legal or administrative action has been taken a new application may not be filed for one (1) year from the date of the denial. This section shall not apply to an approved applicant not awarded a permit resulting from the City not selecting them for one of the permits in the application process.

6-5.18 Renewal of Cannabis Business Permits.

(A) An application for renewal of a Cannabis Business Permit shall be filed at least sixty (60) calendar days prior to the expiration date of the current permit.

(B) The renewal application shall contain all the information required for new applications.

(C) The applicant shall pay a fee in an amount to be set by the City Council to cover the costs of processing the renewal permit application, together with any costs incurred by the City to administer the program created under this Chapter.

(D) An application for renewal of a Cannabis Business Permit shall be rejected if any of the following exists:

(1) The application is filed less than sixty (60) days before its expiration or a shorter time period which shall be at the discretion of the City Manager.

(2) The Cannabis Business Permit is suspended or revoked at the time of the application.

(3) The Cannabis Business has not been in regular and continuous operation in the four (4) months prior to the renewal application or the approved extension of the deadline from the City Manager.

(4) The Cannabis Business has failed to conform to the requirements of the Cannabis Business Permit or this Chapter or any regulations adopted pursuant to this Chapter.

(5) The permittee fails or is unable to renew its State of California license.

(6) If the state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of the state rules and regulations and the state has determined that the violation is grounds for termination or revocation of the Cannabis Business Permit.

(E) The City Manager is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the City Manager is authorized to impose additional conditions to a renewal permit, if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety, or welfare. Appeals from the decision of the City Manager shall be handled pursuant to this Chapter.

(F) If a renewal application is denied, a person may file a new application pursuant to this Chapter not sooner than one (1) year from the date of the denial.

6-5.19 Revocation of Permits.

Cannabis Business Permits may be revoked for any violation of any state or local laws, and/or rules, and/or standards, policies, procedures, or regulations in this Chapter relating to cannabis.

6-5.20 Effect of State License Suspension.

Suspension of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City until the State of California or its respective department or division reinstates or reissues the State license.

6-5.21 Effect of State Revocation.

Revocation of a license issued by the State of California, or by any of its departments or divisions, shall immediately suspend the ability of a cannabis business to operate within the City until the State of California or its respective department or division takes appropriate action. Should the state revoke a license, the cannabis business owner may re-apply for a local permit at such time as it can demonstrate that the grounds for revocation of the license by the state no longer exist or that the underlying deficiency has otherwise been cured.

6-5.22 Appeals.

Appeals relating to denial of an initial application; denial of advancement to the interview or other process established by the City Council; to revoke or suspend a permit; to deny renewal of an application for a permit; or to add conditions to a permit shall be conducted as prescribed in this Chapter.

6-5.23 Written Request for Appeal.

(A) Within ten (10) calendar days after the date of a decision of the City Manager to revoke, suspend or deny an initial or renewed permit application or to add conditions to a permit, an Applicant or Permittee may appeal such action by filing a written appeal with the City Clerk setting forth the reasons why the decision was not proper.

(B) At the time of filing the appellant shall pay the designated appeal fee, established by resolution of the City Council from time to time.

6-5.24 Grounds for Appeal.

(A) Denial of Initial Permit Decision. The City Manager or an appointed hearing officer will hear appeals that address the following issues:

(1) Any deviation from the City's published Application Procedures that adversely affected the applicant by altering the outcome of the City's decision on the Applicant's application. Examples of appealable deviations are:

(2) Failure on the part of the City to provide appropriate notification regarding changes to the application process via website postings and/or email to the Applicant prior to the time the application was submitted;

(3) Failure on the part of the City to provide an Applicant an equal opportunity to modify an application where that opportunity was provided to other applicants;

(4) The scoring of one or more portions of the Applicant's application was not justified based on the information presented in the application or due to a material error or omission on the part in scoring the application.

(5) Any appeal based upon this Section 6-5.24 must be supported by evidence that the Applicant presented the relevant information with completeness and in the appropriate section of the application. Information presented in the application that is incomplete in nature or that is relevant to a question posed by the City on the application form but appears in the incorrect section, even if complete, may be grounds for the dismissal of the appeal.

(B) A hearing officer or body as determined by City Council Resolution shall hear appeals relating to denial of a renewed application, to revoke or suspend a permit, or to add conditions to an existing permit.

(C) An applicant that is eligible to participate in the interview or other final decision process but is not selected during the interview or other final decision process shall not be eligible to appeal the outcome of the process.

6-5.25 Appeal Hearing Process.

(A) Within ten (10) calendar days after service of the notice of the decision of the City Manager to deny advancement to the interview or other final decision process, to revoke or suspend a permit, to deny a renewed application for a permit; or to add conditions to a permit, the applicant or permittee may appeal such action by filing a written appeal with the City Clerk setting forth the reason why the decision was not proper. For an initial permit application appeal, reasons shall be stated with specificity and shall address the issues outlined in Section 6-5.24 (a). Date of service shall mean the date when a notice or written decision was personally delivered to the Applicant or permittee or the date when the notice was caused to be delivered by certified, first class mail. In cases in which the city can verify delivery of a notice to an applicant or in which an applicant is documented as refusing delivery, lack of receipt of the notice cannot form the basis for an appeal.

(B) The Notice of Appeal shall be in writing and signed by the person making the appeal ("Appellant"), or their legal representative, and shall contain the following:

(1) Name, address, and telephone number of the appellant.

(2) Specify decisions, actions, or a particular part thereof, made that are the subject of the appeal.

(3) Include a true and correct copy of the notice issued by the City Manager for which the appellant is appealing.

(4) State with specificity the reasons and grounds for making the appeal, including, but not limited to, a statement of facts upon which the appeal is based in sufficient detail to enable the City Council, or any appointed hearing officer, to understand the nature of the controversy, the basis of the appeal, and the relief requested.

(5) All documents or other evidence pertinent to the appeal that the appellant requests the hearing officer or body to consider at the hearing.

(6) An appeal fee as established by Resolution of the City Council.

(C) Failure of the City Clerk to receive a timely appeal constitutes a waiver of the right to appeal the notice issued by the City Manager. In this event, the City Manager's notice of revocation, nonrenewal, or suspension shall be final.

(D) In the event a written Notice of Appeal is timely filed, the nonrenewal, suspension, revocation shall not become effective until a final decision has been rendered and issued by the City Council or appointed hearing officer. Notices of appeal not served in a timely manner or served by non-operational business shall not serve to allow such business to operate pending appeal.

(E) If no appeal is timely filed in the event of a decision of nonrenewal, the Cannabis Businesses Permit shall expire at the conclusion of the term of the permit. If no appeal is timely filed in the event of a decision supporting suspension or revocation, the suspension or revocation shall become effective upon the expiration of the period for filing a written Notice of Appeal.

6-5.26 Administrative Hearing and Proceedings.

(A) Review by Appointed Hearing Officer or Body; Administrative Hearing and Proceedings.

(1) Appellants who file a timely written Notice of Appeal will be entitled to an administrative hearing before a hearing officer or body as set forth in the City Council Procedures and Guidelines Resolution.

(2) Upon receipt by the City Clerk of a timely-filed Notice of Appeal pertaining to suspensions, revocations, or non-renewals the City Clerk shall forward such appeal to the hearing officer who shall schedule a hearing within thirty days (30) days. In the event such hearing cannot be heard within that time period or a mutually agreed upon time with the appellant then the City Clerk shall schedule the appeal to be heard by the City Council within forty-five (45) days or as reasonably possible at the next scheduled City Council meeting proceeding the deadline from receiving the appeal.

(3) The appellant(s) listed on the written Notice of Appeal shall be notified in writing of the date, time, and location of the hearing at least ten (10) days before the date of the hearing ("notice of appeal hearing").

(4) A request by an appellant or by the City to continue a hearing must be submitted to the City Clerk in writing no later than three (3) business days before the date scheduled for the hearing. The City Council, or appointed hearing officer, may continue a hearing for good cause or on its own motion; however, in no event may the hearing be continued for more than thirty (30) calendar days, unless there is a stipulation by all parties to do so.

(B) At the date, time and location set forth in the Notice of Appeal hearing, the City Council or an appointed hearing officer shall hear and consider the testimony of the appellant(s), City staff, and/or their witnesses, as well as any documentary evidence properly submitted for consideration.

(C) The following rules shall apply at the appeal hearing:

(1) Appeal hearings are informal, and formal rules of evidence and discovery do not apply. However, rules of privilege shall be applicable to the extent they are permitted by law, and irrelevant, collateral, undue, and repetitious testimony may be excluded.

(2) The City bears the burden of proof to establish the grounds for nonrenewal, suspension or revocation by a preponderance of evidence. Appellant(s) bear the burden of proof regarding denial of an Applicant's application.

(3) The issuance of the City Manager's notice constitutes prima facie evidence of grounds for the denial, nonrenewal, suspension or revocation.

(4) The hearing officer or body may accept and consider late evidence not submitted initially with the Notice of Appeal upon a showing by the appellant of good cause. The hearing officer or body shall determine whether a particular fact or facts amount to good cause on a case-by-case basis.

(5) The appellant may bring a language interpreter to the hearing at their sole expense.

(6) The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. If the appellant requests from the City that a court reporter, stenographer, or videographer be used, appellant shall bear the costs of same and shall deposit such fees prior to commencement of the administrative hearing.

(D) If the appellant, or their legal representative, fails to appear at the appeal hearing, the City Council, or the appointed hearing officer or body, may cancel the appeal hearing and send a notice thereof to the appellant by certified, first class mail to the address(es) stated on the Notice of Appeal. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal and a failure to exhaust all administrative remedies. In such instances, the City Manager's notice of decision is final and binding.

(E) Final Decision. Following the conclusion of the administrative hearing officer or body shall issue a written decision within twenty (20) days which (i) determines if the action appealed from is affirmed or overturned and (ii) specifies the reasons for the decision.

(F) The written decision of the hearing officer or body shall provide that it is final and conclusive and is subject to the time limits set forth in California Code of Civil Procedure Section 1094.6 for judicial review.

(G) A copy of the written decision shall be served by certified, first class mail on the appellant. If the appellant is not the owner of the real property in which the cannabis business is located, or proposed to be located, a copy of the final decision may also be served on the property owner by first class mail to the address shown on the last equalized assessment roll. Failure of a person to receive a properly addressed final decision shall not invalidate any action or proceeding by the City pursuant to this Chapter.

6-5.27 Change in location; updated application form.

(A) Any time the cultivation, dispensing, testing, manufacturing, and distribution location specified in the regulatory permit is changed, the Permittee shall submit an updated application form to the City Manager. The process and the fees for the processing of the application form shall be the same as the process and fees set forth in Sections 6-5.18 and 6-5.28.

(B) Within fifteen (15) calendar days of any other change in the information provided in the updated application form or any change in status of compliance with the provisions of this Chapter, including any change in the cannabis business ownership or management members, the applicant shall file an updated application form with the City Manager for review along with an application amendment fee.

6-5.28 Transfer of Cannabis Business Permit.

(A) The owner of a Cannabis Business Permit shall not transfer ownership or control of the permit to another person or entity unless and until the transferee obtains an amendment to the permit from the City Manager stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the City Manager in accordance with all provisions of this Chapter (as though the transferee

were applying for an original Cannabis Business Permit). The proposed transferee's application shall be accompanied by a transfer fee in an amount set by resolution of the City Council (or if not set, shall be the same amount as the application fee).

(B) The City Manager shall conduct a hearing to determine whether the transferee satisfies the eligibility requirements for a new permit. The transferee's application will be treated as a new application and will be evaluated according to the procedures used for the existing application and for renewal of applications. This will require a complete evaluation of the application and an interview of the applicant prior to the hearing, including a determination of whether the transfer involves a substantial change in ownership (any alteration in the permittee's business structure/ownership that results in a change of 51% or more of the original ownership). Following the hearing, the City Council must approve the transfer in order for it to be authorized, as provided in subsection 6-5.28(d). If the transfer involves a lesser percentage of the change in ownership than the threshold cited above, then the hearing will be administrative in nature and City Council approval will not be required for the transfer to be authorized.

(C) Cannabis Business Permits issued through the grant of a transfer by the City Manager shall be valid for a period of one year beginning on the day the City Manager approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit and pay the appropriate fee in the manner required by this Chapter.

(D) Changes in ownership of a permittee's business structure or a substantial change in the ownership of a permittee business entity (changes that result in a change of more than 51% of the original ownership), must be approved by the City Council following completion of the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(E) A permittee may change the form of business entity without applying to the City Manager for a transfer of permit, provided:

(1) The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical)

(2) Although a transfer is not required in this circumstance, the permit holder is required to notify the City Manager in writing of the change within ten (10) days. Failure to comply with this provision is grounds for permit revocation.

(F) A Cannabis Business Permit shall not be transferred when the City has notified the Permittee in writing that the permit has been or may be suspended or revoked.

(G) Any attempt to transfer a Cannabis Business Permit either directly or indirectly in violation of this section is hereby declared a violation of the Permit and this ordinance. Such a purported transfer shall be deemed a ground for revocation of the permit.

6-5.29 City Business License.

Prior to commencing operations, a cannabis business shall obtain a City of Madera business license.

6-5.30 Building Permits and Inspection.

Prior to commencing operations, a Cannabis Business Permit shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the Fire Department approvals, Police Department approval, Code Enforcement, Planning, County Health Department approvals and other applicable zoning and land use permit(s) and approvals.

6-5.31 Authorization from the Community Development Director.

Prior to commencing operations, a Cannabis Business must obtain authorization from the Community Development Director certifying that the business is located on a site that meets all of the requirements of Sections 6-5.30, 6-5.32 and 6-5.33 of this Chapter.

6-5.32 Right to Occupy and to Use Property.

Prior to the City 's issuance of a Cannabis Business Permit pursuant to this Chapter, any person intending to open and to operate a cannabis business shall first provide sufficient evidence of the legal right to occupy and to use the proposed location. If the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property, acknowledging that the property owner has read this Chapter and consents to the operation of the cannabis business on the owner's property.

6-5.33 Location and Design of Cannabis Businesses.

(A) A cannabis business must meet land use and building standards pursuant to Title X of this Code:

(1) Conform with the City 's general plan, any applicable specific plan, master plan, and design requirements.

(2) Comply with all applicable zoning and related development standards pursuant to Title X of this Code.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

(C) A cannabis business must meet all of the following requirements:

(1) Shall be no closer than six hundred (600) feet from any zoned parcel in the City designated by state law as a sensitive use. The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels to the closest property line of the lot on which the cannabis business is located.

(2) Shall not be closer than six hundred (600) feet from any parcel containing any of the following:

(a) A school providing instruction in kindergarten or any grades 1 through 12, (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12);

(b) A commercial daycare center licensed by the State, County or City or that is in existence at the time the license is issued, unless the State licensing authority or the City specifies a greater radius;

(c) A youth center that is in existence prior to the submittal of the initial cannabis application or at the time the permit is issued, unless the State licensing authority or the City specifies a greater radius.

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

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

(6) Madera Downtown Business Improvement Area as depicted in the following diagram



6-5.34 Limitations on City's Liability.

To the fullest extent permitted by law, the City of Madera shall not assume any liability whatsoever with respect to having issued a Cannabis Business Permit pursuant to this Chapter or otherwise approving the operation of any cannabis business. As a condition to the approval of

any Cannabis Business Permit, the applicant shall be required to meet all of the following conditions before they can receive the Cannabis Business Permit:

(A) Execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City of Madera, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the City 's issuance of the Cannabis Business Permit, the City 's decision to approve the operation of the cannabis business or activity, the process used by the City in making its decision, or the alleged violation of any federal, state or local laws by the cannabis business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager.

(C) Reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the Applicant's Cannabis Business Permit or related to the City 's approval of a cannabis activity. The City, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

6-5.35 Records and Recordkeeping.

(A) Each owner and operator of a cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a Cannabis Business Permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each cannabis business shall file a sworn statement detailing the number of sales by the cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City.

(B) Each owner and operator of a cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by the cannabis business. The register required by this paragraph shall be provided to the City Manager upon a reasonable request.

(C) All cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing processes until purchase as set forth in the MAUCRSA.

6-5.36 Security Measures.

(A) A Cannabis Business Permittee shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at the cannabis business. Except as may otherwise be determined by the City Manager, these security measures shall include, but shall not be limited to, all of the following:

(1) Perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the Chief of Police and/or the Community Development Director were applicable.

(2) Preventing individuals from remaining on the premises of the cannabis business if they are not engaging in an activity directly related to the permitted operations of the cannabis business in cases in which the individual will not voluntarily leave the premises the cannabis employee shall contact the Police Department.

(3) Establishing limited access areas accessible only to authorized cannabis business personnel.

(4) Except for live growing clone plants which are being sold at a cannabis business where applicable, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, shall be kept in a manner as to prevent diversion, theft, and loss.

(5) Installing 24-hour security surveillance cameras of at least high-definition (HD) quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The cannabis business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City 's software and hardware. In addition, if required remote and real-time, live access to the video footage from the

cameras shall be provided to the Chief of Police at the expense of the permittee. Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the Chief of Police upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the cannabis business and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Police Department by the cannabis business, to facilitate remote monitoring of security cameras by the Department or its designee. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(6) Sensors shall be installed to detect entry and exit from all secure areas and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(7) Panic buttons shall be installed in all cannabis businesses with direct notification to the Police Department dispatch and shall be configured to immediately alert dispatch for the Police Department.

(8) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services. If requested by the Police Department permittee shall also be required to participate in the MPD False Alarm reduction unit program.

(9) Any security measures, such as bars, installed on the windows or the doors of the cannabis business shall be installed only on the interior of the building.

(10) Security personnel shall be on-site 24 hours a day or alternative security as authorized by the City Manager and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld.

(11) Each cannabis business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(12) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the cannabis business; or (b) a licensed security professional.

(13) Each cannabis business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(14) Each cannabis business shall demonstrate to the Chief of Police, City Manager or their designees, compliance with the state's track and trace system for cannabis and cannabis products as soon as it is operational.

(15) Each cannabis business shall have a professionally installed video surveillance system, access control and intrusion alarm systems designed to protect the inventory, facility, and employees. Each business shall have network security protocols that are certified by Underwriters Laboratories.

(16) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(17) Emergency access and emergency evacuation plans that are in compliance with state and local fire safety standards.

(18) Installation of "mosquitos" (high-pitch frequency devices) as a deterrent to vandalism/loitering.

(B) Each cannabis business shall identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Manager regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the cannabis business, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request that meets the following requirements:

(1) Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all Managers of the cannabis business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior, and exterior security personnel who will monitor individuals inside and outside the cannabis business, the parking lot, any adjacent property under the business' control, and ensure that the parking lot is cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process each cannabis business shall have a storage and transportation plan, which describes in detail the procedures for safely and

securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

(D) The cannabis business shall cooperate with the City whenever the City Manager makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.

(E) A cannabis business shall notify the City Manager within twenty-four (24) hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager.

(2) Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business

(a) The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.

(b) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the City Manager prior to commencing business operations. The City Manager may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

6-5.37 Fees and Charges.

(A) No person may commence or continue any cannabis activity in the City, without timely paying in full all fees and charges required for the operation of a cannabis activity. Fees and charges associated with the operation of a cannabis activity shall be established by resolution of the City Council which may be amended from time to time.

(B) All cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state, and local law. Each cannabis business shall cooperate with City with respect to any reasonable request to audit the cannabis business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes or fees required to be paid during any period.

(C) Prior to operating in the City and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational or community benefit agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Chapter, including, but

not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

6-5.38 General Operating Requirements.

(A) Cannabis businesses may operate only during the hours specified in the Cannabis Business Permit issued by the City. No person under the age of 21 shall operate or be issued a permit for a cannabis business of any kind, unless permitted per Section 6.5-38 (h)(2) of this Chapter.

(B) Restriction on Sales and Consumption. Cannabis shall not be consumed by any person on the premises of any cannabis business. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages or tobacco on or about the premises of the cannabis business.

(C) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a Cannabis Business Permit, or on any of the vehicles owned or used as part of the cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.

(D) Reporting and Tracking of Product and of Gross Sales. Each cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The cannabis business shall ensure that such information is compatible with the City 's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by the permittee.

(E) All cannabis and cannabis products sold, distributed, or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.

(F) Emergency Contact. Each cannabis business shall provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.

(G) Signage and Notices.

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis business shall conform to the requirements of

Title X, Chapter 6 Sign Regulations the City, including, but not limited to, seeking the issuance of a City sign permit.

(2) No signs placed on the premises of a cannabis business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the cannabis business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage shall not depict any image of cannabis or cannabis products. No banners, flags, snipe signs, billboards, or other prohibited signs may be used at any time.

(6) In accordance with state law and regulations or as stipulated in the City's Cannabis Business Permit, holders of a Cannabis Business Permit shall agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any cannabis business located in the city limits utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising. This paragraph is not intended to place limitations on the ability of a cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

(H) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a cannabis business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person at a cannabis business who is not at least twenty-one (21) years of age.

(2) The entrance to the cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the cannabis business.

(3) Notwithstanding Section 6-5.38(h)(a), persons at least 18 years shall be allowed on the premises of a cannabis retail business if they can produce a physician's recommendation and/or Health and Safety Code Section 11362.71 identification

card (Medical Marijuana Card). In that event, such persons can lawfully purchase cannabis for the sole purpose of addressing the medical need that is the subject of the physician's recommendation.

(I) Odor Control. Odor control devices and techniques shall be incorporated in all cannabis businesses to ensure that odors from cannabis are not detectable off-site. Cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis business. As such, cannabis businesses must install and maintain the following equipment, or any other equipment which the Community Development Director or his/her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the cannabis business's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

(J) Display of Permit and City Business License. The original copy of the Cannabis Business Permit issued by the City pursuant to this Chapter and the City issued business license shall be posted inside the cannabis business in a location readily visible to the public.

(K) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for cannabis employment, licensing, or certification purposes and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, investor, manager, supervisor, employee, contract employee or who otherwise works in a cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of Madera Police Department. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from cannabis employment, licensing or certification based on specific criminal conduct on the part of the subject of the record. No person shall be issued a permit to operate a cannabis business or be allowed to work in a cannabis business unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Madera to conduct the background investigation as it deems necessary and appropriate, shall be

paid at the time the application for a Cannabis Business Permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, shall be grounds for immediate disqualification of the applicant.

(L) Loitering. The owner and/or operator of a cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises. The cannabis business shall notify the Police Department if anyone continues to loiter around the building or premises after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner.

(M) Permits and other Approvals. Prior to the establishment of any cannabis business or the operation of any such business, the person intending to establish a cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such cannabis business intends to establish and to operate pursuant to Section 6-5.25 and all applicable requirements in this Chapter.

(N) Each cannabis operator shall establish minimum training standards for all employees. The City Manager shall have the discretion to require other training for the business operations should the City identify deficiencies or non-compliance issues with City or state requirements.

6-5.39 Amendments to General Operating Requirements.

The City Manager may develop other cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

6-5.40 Operating Requirements for Store Front/Retail Facilities.

(A) No more than the number of cannabis retailers adopted by Council resolution may operate within the City at any one time and shall be issued a permit by the City.

(B) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Marijuana Card). For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(C) Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or

cannabis card must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(D) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the Chief of Police.

(E) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(F) All restroom facilities shall remain locked and under the control of management.

(G) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(H) Access to Retailer Premises.

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding Section 6-5.38 (h)(a), individuals who are at least 18 years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

(I) Authorized Sales. A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(J) Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager, Chief of Police, or their designees upon request.

(K) Operating hours of the Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

(L) Store Front/Retail Security Requirements. All provisions incorporated within Section 6-5.31 of this Chapter (Security Measures), are directly applicable to and binding on all cannabis businesses, including all Store Front/Retail businesses.

6-5.41 Retailer, Non-Store Front Retailer and Microbusiness Delivery Requirements.

(A) Non-Store Front Retailer License Owners and Operators are required to verify the age and the necessary documentation of each customer. They must ensure that medical customers are at least eighteen (18) years of age and verify that the customer has a valid doctor's recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Marijuana Card). Doctor recommendations are not to be obtained or provided at the retail location. In the case of adult-use customers, they must verify that the customer is at least twenty-one (21) years of age. Sales shall only be made to persons matching this criteria.

(B) All Store Front Retailers, Non-Store Front Retailers (delivery) and Microbusinesses which conduct deliveries into or within the City of Madera shall be required to obtain a permit from the City of Madera in order to conduct retail sales regardless, if they are located in the City or another local jurisdiction.

(C) Operating hours of the Non-Store Front Retailer License or out of town retail delivery services shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

6-5.42 Retailer, Non-Store Front Retailer and Microbusiness Delivery Vehicle Requirements.

Prior to commencing delivery operations, a cannabis Retailer, cannabis Non-Store Front Retailer and Microbusiness shall provide the following information to the City:

(A) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.

(B) The year, make, model, color, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

(C) Proof of insurance as required in Section 6-5.34(b) for any and all vehicles being used to deliver cannabis goods.

(D) The licensee shall provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis goods.

(E) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.

6-5.43 Operating Requirements for Distributors.

(A) A distributor shall not store non-cannabis products or non-cannabis accessories that are to be sold to another party on any licensed or permitted premises. Additionally, a distributor shall not distribute non-cannabis products or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis products are any goods that do not meet the definition of cannabis goods as defined in Title 16, Division 42, Section 5000(c) of the California Code of Regulations.

(B) After taking physical possession of a cannabis goods batch, the distributor shall contact a testing laboratory and arrange for a laboratory employee to come to the distributor's licensed premises to select a representative sample for laboratory testing. The

determination of which cannabis goods are to be included in the sample for laboratory testing shall be left to the sole discretion of the laboratory employee.

(C) A distributor shall ensure that all cannabis goods batches are stored separately and distinctly from other cannabis goods batches on the distributor's premises.

(D) The distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.

(E) A distributor or an employee of the distributor shall be physically present to observe the laboratory employee obtain the sample of cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded, and the recording kept available to state and the City for a minimum of 180 days, pursuant to Title 16, Division 42, Section 5305 of the California Code of Regulations.

(F) A distributor shall not transport cannabis or cannabis products to a licensed retail facility until and unless it has verified that the cannabis or cannabis products have been tested and certified by a testing lab as being in compliance with state health and safety requirements pursuant to Title 16, Division 42, Sections 5705, 5710 and 5714 of the California Code of Regulations.

6-5.44 Operating Requirements for Testing Labs.

(A) Testing Labs shall be required to conduct all testing in a manner pursuant to Business and Professions Code Section 26100 and shall be subject to state and local law. Each Testing Lab shall be subject to additional regulations as determined from time to time as more regulations are developed under this Chapter and any subsequent State of California legislation regarding the same.

(B) Testing Labs shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using verified methods.

(C) All cannabis testing laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.

(D) Testing labs shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the bureau unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the bureau.

(E) Each operator shall ensure that a testing laboratory employee takes the sample of cannabis or cannabis products from the distributor's premises for testing required by

state law and that the testing laboratory employee transports the sample to the testing laboratory.

(F) Except as provided by state law, a testing laboratory shall not acquire or receive cannabis or cannabis products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense cannabis, or cannabis products, from the licensed premises from which the cannabis or cannabis products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A testing laboratory may receive and test samples of cannabis or cannabis products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for cannabis for medicinal purpose. A testing lab shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the cannabis or cannabis products received.

6-5.45 Operating Requirements for Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale of Edible and Other Cannabis Products.

(A) Cannabis manufacturing shall only be permitted pursuant to Section 6-5.1 of this Chapter or any subsequent created manufacturing state license as defined in MAUCRSA and may be permitted to operate only within those zone districts as defined in the City's Municipal Code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the City in containers that exceeds the amount which is approved by the Madera Fire Department and authorized by the regulatory permit. Each site or parcel subject to a Cannabis Business Permit shall be limited to a total number of tanks as authorized by the Madera Fire Department on the property at any time.

(C) Cannabis manufacturing facilities may use heat, screens, presses, steam distillation, ice water, ethanol, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(D) If an extraction process uses a professional grade closed loop CO_2 gas extraction system every vessel must be certified by the manufacturer for its safe use as referenced in Section 6-5.45(f). The CO_2 must be of at least ninety-nine percent purity.

(E) Closed loop systems for compressed gas extraction systems must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the State of California, or by a certified industrial hygienist, must be provided to the Community Development Department for a professional grade closed loop system used by any cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

(1) The American Society of Mechanical Engineers (ASME);

(2) American National Standards Institute (ANSI);

(3) Underwriters Laboratories (UL); or

(4) The American Society for Testing and Materials (ASTM)

(G) The certification document must contain the signature and stamp of the professional engineer or industrial hygienist and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Fire Department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis Manufacturing Facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(J) Cannabis Manufacturing Facilities creating cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(K) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets to handle, and store the solvents and gases safely.

(L) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

6-5.46 Operating Requirements for Cultivators.

(A) Cultivators may operate 24 hours a day. Operations shall be subject to the provisions of the Noise Ordinance, Article 1 of Chapter 10 of this Code, as may be amended.

(B) Outdoor Cultivation Prohibited. The cultivation of all cannabis must occur indoors. All outdoor cultivation, including outdoor greenhouse cultivation, is prohibited.

(C) Cannabis plants shall not be visible from a public or private road, sidewalk, park, or any common public viewing area.

(D) Cultivator shall only be allowed to cultivate the square feet of canopy space permitted by state law. Research and development area shall be limited to ten percent (10%) of the total permitted canopy square footage.

(E) Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

(F) Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents, or other wildlife.

(G) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation site, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.

(H) All applicants for a cultivation permit shall submit the following in addition to the information generally otherwise required for a Cannabis Business Permit:

(1) A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities (indoor, mixed-light) and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting (indoor, mixed-light).

(2) A description of a legal water source, irrigation plan, and projected water use.

(3) Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.

(4) Plan for addressing public nuisances that may derive from the cultivation site.

6-5.47 Operating Requirements for Delivery Services.

Prior to commencing operations, a cannabis out-of-City delivery service shall comply with the following requirements:

(A) Obtain from the City a permit authorizing the delivery of cannabis and cannabis products within the City limits. A copy of this permit shall be retained by all drivers.

(B) The retail business operating the delivery service shall provide the City Manager with evidence of a valid state license for a cannabis business on whose authorization the delivery service is performing the delivery function.

(C) The retail business operating the delivery service shall furnish to the City Manager the year, make, model, license plate number, and numerical Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.

6-5.48 Permissible Delivery Locations and Customers.

Cannabis delivery businesses located outside of the City permitted to engage in delivery of cannabis and cannabis products inside the City of Madera are subject to the following requirements:

(A) A licensed cannabis business shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency.

(B) A licensed cannabis business shall comply with all requirements of state and local law pertaining to the Cannabis Business Permit and all subsequent policies, procedures and regulations which may be amended by the City Manager from time to in order to enforce this Chapter.

(C) Any kiosk, i-Pad, tablet, smartphone, fixed location or technology platform, whether manned or unmanned, other than a retail location permitted by the city, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products is prohibited and shall be a violation of this Chapter.

6-5.49 Promulgation of Regulations, Standards and Other Legal Duties.

(A) In addition to any regulations adopted by the City Council, the City Manager is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of Cannabis Business Permits, the ongoing operation of cannabis businesses and the City 's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.

(B) Regulations shall be published on the City 's website.

(C) Regulations promulgated by the City Manager shall become effective upon date of publication. Cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager.

(D) Special Events shall be subject to state law and City permitting requirements. They shall also be subject to applicable City regulations developed under Section 6-5.02 of this Chapter and any applicable state legislation.

6-5.50 Community Relations.

(A) Each cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the cannabis business can be provided. Each cannabis business shall also provide the above information to all businesses and residences located within one hundred (100) feet of the cannabis business.

(B) During the first year of operation pursuant to this Chapter, the owner, manager, and community relations representative from each cannabis business holding a permit issued pursuant to this Chapter shall attend meetings with the City Manager, and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from each such cannabis business shall meet with the City Manager when and as requested by the City Manager.

(C) Cannabis businesses to which a permit is issued pursuant to this Chapter shall develop a City approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction.

6-5.51 Fees Deemed Debt to the City.

The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the City that is recoverable via an authorized administrative process as set forth in the City ordinance or in any court of competent jurisdiction.

6-5.52 Permit Holder Responsible for Violations.

The person to whom a permit is issued pursuant to this Chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City, whether committed by the permittee or any employee or agent of the permittee, which

violations occur in or about the premises of the cannabis business whether or not said violations occur within the permit holder's presence.

6-5.53 Inspection and Enforcement.

(A) The City Manager charged with enforcing the provisions of the City of Madera Municipal Code, or any provision thereof, may enter the location of a cannabis business at any time, without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

(B) It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law.

(C) The City Manager charged with enforcing the provisions of this Chapter may enter the location of a cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Madera shall be logged, recorded, and maintained in accordance with established procedures by the City of Madera's City Manager or these regulations.

6-5.54 Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter constitutes a misdemeanor and is hereby deemed unlawful and a public nuisance. The City reserves the right to pursue any available legal remedy to address violations of this Chapter.

SECTION 2. Chapter 15, Medical Marijuana and Cultivation, of Title IV, Public Welfare of the Madera Municipal Code is repealed.

SECTION 3. Chapter 1, Business License, of Title VI, Business, Professions, and Trades of the Madera Municipal Code is amended by adding Subsection 95 thereto read:

6-1.95 Cannabis.

Any person or organization wishing to conduct commercial cultivation, processing, manufacturing, testing, distribution, or the sale of cannabis or cannabis products in the City shall obtain and maintain a Cannabis Business License pursuant to Chapter 5 of Title VI of this Code.

SECTION 4. CEQA. Until July 1, 2021, Business and Professions Code section 26055, subdivision (h), as amended, provides that the California Environmental Quality Act (CEQA) does not apply to adoption of an ordinance, rule, or regulation by local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity. The proposed ordinance is subject to a statutory exemption from CEQA because the City requires discretionary review and approval, including applicable environmental review pursuant to CEQA of permits or other authorizations to engage in commercial cannabis activity.

SECTION 5. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 7. Effective Date. This ordinance shall become effective thirty days from the date of adoption.

The foregoing Ordinance No. 977 C.S. was introduced and given its first reading at a special meeting of the City Council of the City of Madera held on the 7th day of June 2021 and adopted after a second reading at a regular meeting of the City Council held on 16th day of June 2021 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	District 5 is currently vacant.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 1, 2021

Agenda Number: D-2

Arnoldo Rodriguez, City Manager

SUBJECT:

Renewal of existing contract, along with an amendment for additional services, between the City and Hinderliter, deLlamas & Associates (HdL Companies) for consulting services related to cannabis

RECOMMENDATION:

Adopt a Resolution to:

1. Renew the existing contract through September 1, 2023
2. Amend the Scope of Services provided and the cost associated with such services

SUMMARY:

This item contains two components. The following is a synopsis of both:

1. On May 20, 2020, City Council (Council) approved an agreement with the consulting firm HdL Companies for cannabis management services to develop a regulatory program to allow, permit, regulate, and tax commercial cannabis businesses. The original agreement was for one year with a not-to-exceed amount of $29,700. Staff is proposing that the term of the original agreement be extended; however, no amendments to either the scope of work or cost are proposed considering that the objectives in the initial agreement are a work in progress.

2. Staff is also recommending that the Council consider an amendment to the initial agreement for additional services and adopting new fees applicable to the amended Scope of Services.

BACKGROUND

In November 2016, California voters approved Proposition 64, also known as the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), requiring a State license to engage in commercial nonmedical marijuana activities. This proposition legalized the recreational use of marijuana by adults in California. AUMA provides that local jurisdictions may adopt and enforce local ordinances that regulate local zoning and land use requirements and other requirements deemed necessary to reduce potential impacts associated with retail marijuana use.

INITIAL CONTRACT

During the May 6, 2020 Council meeting, HdL conducted an introductory presentation outlining a basic understanding of the cannabis industry and the local perspective. Mr. McPherson of HdL discussed background information detailing relevant topics such as the California Cannabis Laws, cannabis business categories, cannabis licenses, and the development of a regulatory ordinance. Based on the presentation, Council recommended receiving a scope of work from HdL with personalized objectives relevant to the City's vision and goals. At a subsequent meeting, Council approved a one-year agreement with HdL not to exceed $29,700.

The scope of work for the initial contract was comprised of five primary objectives listed below.

Table 1: *Objectives per the original agreement approved on May 20, 2020*

Objective	*Tasks*
1	Meeting with City Council or Planning Commission
2	Develop a Draft Cannabis Regulatory Ordinance
3	Application Process Development
4	Cost Recovery / Fiscal Strategies
5	Provide Subject Matter Expertise and Technical Support

Since partnering with HdL, Council has approved two ordinances to allow and regulate commercial cannabis businesses within the City. More specifically, Council approved the amendments to the following MMC sections:

- A Zoning Ordinance Amending Sections §10-3.802 (Light Industrial), §10-3.902 (Heavy Commercial), §10-3.1002 (Industrial zones), and §10-3.11.503 (Industrial Park Zones) of the Zoning Ordinance
- A Regulatory Ordinance Adding Chapter 5 to Title VI of the Madera Municipal Code Relating to Cannabis Businesses; Repealing Section §4-15 (Medical Marijuana and Cultivation; Chapter 15 to Title IV: Public Welfare); and Adding Section §6-1.95 (Cannabis; Chapter 1 to Title VI: Businesses, Professions, and Trades)

Today, HdL and staff continue to partner on preparing the Application Process (Objective 3) and Cost Recovery (Objective 4) components. Given that the process has extended beyond the anticipated one-year time term as outlined in the original agreement, staff is recommending that

Council extend the term of the agreement through September 1, 2023. It is noted that no changes to either the objectives or cost are proposed.

PROPOSED CONTRACT AMENDMENT

In addition to extending the existing contract, staff is also recommending that Council consider an amendment. The amendment would allow HdL to assist staff review applications and prepare reports for Council consideration. As Council is aware, the cannabis industry is fluid with ever-changing market trends and state guidelines. As such, subject matter expertise and technical assistance are being sought to expediate the processing of applications.

The scope of work for the contract amendment is listed as follows:

1. ***Objective 1: Application Reviews, Quality Assurance Scoring, and Interviews***

   HdL staff will conduct a full review of all cannabis business applications to ensure they address all state and local laws and meet a minimum standard of quality. Scores and comments will be compiled into a report by HdL. The review process will consist of the following four phases:

   a. *Phase 1*: Screening applications for completeness.

   b. *Phase 2*: HdL shall compile all scores from the application review process and prepare a report for the City, including scores and narrative comments, which will form the basis for the eligibility list to inform subsequent phases of the selection process. Top-scoring applications will be placed on the eligibility list for consideration at a public meeting conducted by City staff to gather community input prior to the City Council's final determination of which applicants will be granted permits.

   c. *Phase 3*: Staff will hold a public meeting to allow members of the public to provide comments and input regarding those applications on the eligibility list before a final determination is made.

   d. *Phase 4*: A final determination will be made by Council on which applications shall be granted a permit.

   HdL has proposed a flat fee per application which includes assistance from HdL to the City for the four phases.

2. ***Objective 2: Supplemental Background Checks***

   HdL will conduct background checks that will supplement the State-required Live Scan fingerprint check, only disclosing Department of Justice (DOJ) records regarding arrests or convictions. HdL supplemental background checks expand upon the Live Scan information to identify other factors that local governments may consider before granting permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgments, restraining orders, the terrorist screening

database, the national sex offender registry, delinquent child support payments, bankruptcies, employment, and credit records.

Applicants provide their payment directly to HdL through an online portal per Table 2. It is noted that there is no cost to the City, nor does the City profit from background checks.

Table 2: *Cost for background checks*		
	Owner, principal, or manager	*Employee or staff*
Initial background check	$300	$100
Annual renewal	$100	$75
Reissue lost or stolen badge	$10	$10

3. ***Objective 3: Technical Assistance and Subject Matter Expertise***

HdL shall provide additional hours of general consulting in the form of subject matter expertise or technical assistance to be utilized on an as-needed basis at the City's request. Such assistance may include attendance and presentation at Council meetings, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined.

Table 3: *Scope of Service (proposed amendment for expanded services)*		
Service		*Cost*
Objective 1	**Application Review & Scoring**	
Phase 1	*Initial Review for completeness*	Included
Phase 2	*Quality-Assurance Review* Includes compiling a report to inform Phases 3 & 4	Included
Objective 2	**Supplement Background Checks** Costs paid directly to HdL by applicant	No cost to City
Objective 3	**Technical Assistance & Subject Matter Expertise**	Included
Travel	If and as needed for in-person meetings	Included
Total Cost per Application (flat rate)[1]		**$5,900**
[1] Flat rates include all services described above other than background checks which are paid directly to HdL by the applicant		

OPTIONAL SERVICES

In addition to the services proposed, HdL provides additional services. The items below are intended to be informational only, and no action is being requested of Council at this time. The

purpose of providing this information is to illustrate the ongoing costs of the labor-intensive and complex processes involved in monitoring and auditing cannabis businesses.

- *Pre-License Site Visits*
  Includes a review of the premises diagram, site visit, and an inspection supplemental to those required by the City and State guidelines. A pre-license site visit, including travel costs, is $1,600 per site.

- *Cannabis Revenue Audits:*
  HdL provides annual revenue audits of each business to verify the accuracy of the revenue reported and remitted to the City and conducts on-site inspections (i.e., compliance review), as requested by the City. The purpose of the on-site inspection is to determine compliance with State and/or local laws. Should a non-compliant activity be identified, HdL would provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee.

The annual cost per permit are as follows:

- One revenue audit: $8,000
- One compliance review: $1,300
- One revenue audit and one compliance review: $9,300
- One revenue audit and two compliance reviews: $10,600
- One revenue audit and three compliance reviews: $11,900
- One revenue audit and four compliance reviews: $13,200

FINANCIAL IMPACT:

Costs associated with cannabis related work is listed below includes the following:

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

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may elect not to extend the contract with HdL and therefore will not be amending the existing contract pertaining to the scope of services.

ATTACHMENTS:

1. Resolution
    a. Agreement, including Scope of Work and Insurance Requirements for Consultants

Attachment 1:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF MADERA AND HINDERLITER, DELLAMAS & ASSOCIATES (HDL COMPANIES) RELATING TO CANNABIS

WHEREAS, the City of Madera (City) sought assistance from HdL Companies for cannabis consultant services to develop a regulatory program to allow, permit, regulate and tax commercial cannabis businesses; and

WHEREAS, the City also requested that HdL Companies prepare a cost recovery fee study and an analysis of potential fiscal strategies to determine appropriate permitting and regulatory fees to develop projections for generating additional cannabis-related revenues through a cannabis tax ordinance and accompanying ballot measure; and

WHEREAS, the City requested a proposal for the above-mentioned services from HdL Companies; and

WHEREAS, HdL Companies submitted a comprehensive proposal outlining personalized objectives; and

WHEREAS, HdL Companies has the programs, equipment, and personnel required to deliver the consulting services for cannabis management services referenced herein; and

WHEREAS, on May 20, 2020, the City Council adopted a resolution to enter into an agreement with HdL Companies for the provision of consulting services for cannabis management services specifically for cannabis regulation and taxation in an amount not to exceed $29,700; and

WHEREAS, said agreement was for a term not to exceed one year;

WHEREAS, the City requires further services from Consultant consisting of assistance to the City with full review and evaluation of applications for cannabis businesses under the City's recently approved cannabis regulatory ordinance, along with conducting supplemental background checks of owners, managers, and employees of cannabis businesses; and

WHEREAS, the parties wish to amend the agreement by extending the term of the agreement, amending the Scope of Services, and adopting new fees applicable to the amended Scope of Services; and

WHEREAS, the City and HdL Companies would like to amend the existing 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 First Amendment to Agreement with HdL Companies, a copy of which is attached to this Resolution as Exhibit, A is approved.
3. This resolution is effective immediately upon adoption.

* * * * * * *

Attachment 1a:

Agreement, including Scope of Work and Insurance Requirements for Consultants

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF MADERA AND HINDERLITER, DELLAMAS & ASSOCIATES (HdL COMPANIES) RELATING TO CANNABIS

This First Amendment to Agreement for Consultant Services is made and entered into by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and HINDERLITER, DELLAMAS & ASSOCIATES (HdL Companies) hereinafter called "Consultant."

RECITALS

Whereas, the City and Consultant entered an Agreement for Consultant services on May 20, 2020, ("Agreement) to provide consulting services relating to a cannabis regulatory ordinance, a taxation ordinance, and related regulations; and

Whereas, Consultant has provided services under the Agreement; and

Whereas, the Agreement technically expired on May 20, 2021, and as requested by City, the Consultant continued to perform services under the Agreement; and

Whereas, the City is in need of further services from Consultant consisting of assistance to the City with full review and evaluation of applications for cannabis businesses under the City's recently approved cannabis regulatory ordinance, along with conducting supplemental background checks of owners, managers and employees of cannabis businesses; and

Whereas, the parties wish to amend the Agreement by extending the term of the Agreement, amending the Scope of Services, and adopting new fees applicable to the amended Scope of Services; and

Whereas, the City also wishes to have Consultant provide additional hours of general consulting on an as needed basis; and

Whereas, the City has considered a proposal for Consultant to provide said services; and

Whereas, the parties wish to document the additional work by way of this First Amendment to Agreement.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Consultant agree that the Agreement for Consultant Services dated May 20, 2020, and described above shall be amended as follows:

SECTION 1. Section 2.1 of the Agreement shall be amended as follows:

A. The heading for Section 2.1 which states "Scope of Maintenance Services" shall be amended to read "Scope of Services."

B. Section 2.1 shall be amended by adding the Scope of Services described in Exhibit A to this First Amendment which is incorporated herein by reference.

SECTION 2. Section 3.1 of the Agreement is amended by adding subsection "c" to read as follows:

> 3.1 c. Fees for services performed prior to September 1, 2021, will be paid as set forth in subsections "a" and "b" above. Commencing September 1, 2021, fees for services shall be paid in accordance with the Cost Schedule set forth in Exhibit A to this First Amendment which is incorporated herein by reference. The fees in said Exhibit A shall apply to the amended Scope of services as described above in Section 1 of this First Amendment.

SECTION 3. Section 4 of the Agreement "Term of Agreement" is amended to read as follows:

> "This Agreement shall be effective on May 20, 2020 and shall continue in full force and effect through August 31, 2021, unless terminated earlier by one of the parties per Section 8 of this Agreement." Further, this Agreement shall be extended effective September 1, 2021, and continue in full force and effect through September 1, 2023.

SECTION 4. This First Amendment to Agreement for Consultant Services is effective September 1, 2021.

SECTION 5. Except as set forth in this First Amendment to Agreement all terms and conditions in the Agreement for Consultant Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows.

CITY OF MADERA

_____
Santos Garcia, Mayor
Date: _____

HdL COMPANIES

_____
Andy Nickerson, President
Date: _____

ATTEST:

_____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

_____
Hilda Cantu Montoy, City Attorney

City of Madera

Cannabis Management Services

August 26, 2021

HdL Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT
David McPherson
T: 714.879.5000
E: dmcpherson@hdlcompanies.com

TABLE OF CONTENTS

I. LETTER OF TRANSMITTAL 2

II. PROPOSED SCOPE OF SERVICES 3

III. COST 7

IV. OPTIONAL SERVICES 8

V. EXPERIENCE AND RESOURCES 12

VI. REFERENCES 19

I. LETTER OF TRANSMITTAL

August 26, 2021

Arnoldo Rodriguez
City Manager
City of Madera
205 West 4th Street
Madera, CA 93637

Re: Proposal for Cannabis Management Services

Dear Mr. Rodriguez,

Thank you for the opportunity to submit this proposal for cannabis management services for the City of Madera. The enclosed scope of services is designed to assist the City with full review and evaluation of applications for cannabis businesses, pursuant to the City's recently approved cannabis regulatory ordinance, along with conducting supplemental background checks of owners, managers and employees of cannabis businesses. This proposal also includes additional hours of general consulting to be used as needed or requested by the City.

HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 333 cities and 175 transactions tax districts in California.

Our knowledgeable team of professionals have more than 46 years' combined experience in the establishment and implementation of cannabis regulatory programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

We look forward to the opportunity to partner with the City of Madera in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 714.879.5000.

Sincerely,



Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The City of Madera has engaged the services of HdL Companies since 2020 to assist with the exploration and development of a regulatory program to allow, permit, regulate and tax commercial cannabis businesses. Over the past year HdL has provided assistance with meetings and presentations, development of a draft cannabis regulatory ordinance, cost recovery fees and a cannabis tax measure (Measure R).

On June 16th, the Madera City Council approved two ordinances to allow and regulate commercial cannabis businesses within the City limits. The first of these ordinances amended the City's zoning code to specify the allowable zones and conditions for each of the various cannabis business types. The second ordinance made a number of changes to the Madera Municipal Code (MMC) to require that any person wishing to operate a commercial cannabis business in the City must obtain a Cannabis Business License, and to outline and codify the process and requirements for obtaining a permit to operate a cannabis business.

HdL is now working with the City to design a 4-phase application process that includes initial review, scoring, a public meeting and final selection of cannabis business permittees. The process will have different requirements and allowances for each of the various types of cannabis businesses to be allowed. The City Council shall have the ability to set the maximum allowable number for each type of cannabis business by resolution.

It is anticipated that the number of free-standing cannabis retailers will initially be limited to 8 such businesses, of which 2 will be reserved for social equity applicants. Vertically integrated businesses that include retail as a component shall not be subject to this limitation. All other non-retail cannabis business types will not be subject to numerical limits.

The City is now seeking additional assistance from HdL to review and evaluate cannabis business applications pursuant to the specific procedures and criteria being developed for each type of business. All applications shall be reviewed on a quality assurance basis to ensure they address all state and local requirements and meet or exceed a minimum standard of quality.

In addition, the City is also seeking assistance with conducting supplemental background checks of owners, principals, managers and employees associated with cannabis business applications. These objectives are both described in greater detail below.

Objective 1: Application Reviews, Quality Assurance Scoring and Interviews

HdL staff will conduct a full review of all cannabis business applications to ensure they address all state and local laws and meet a minimum standard of quality. The review process shall consist of four phases, including an initial screening for completeness, followed by a full quality assurance review to ensure the application has fully addressed all state and local regulatory requirements and meets a minimum standard of quality. Scores and comments will be compiled into a report by HdL. Top-scoring applications will be placed on the eligibility list for consideration at a public meeting conducted by City staff to gather community input prior to the City Council's final determination of which applicants will be granted permits.

Phase 1: Initial Screening for Completeness

HdL shall conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. This initial screening shall allow for some limited discretion in determining whether submitted documents are substantively complete but shall not otherwise consider the quality of the submissions. Applications deemed incomplete will be disqualified and those applicants will not be allowed to submit any supplemental information.

Phase 2: Full Quality Assurance Review

Applications which have been deemed complete will move forward for a full quality assurance review, including scoring to ensure they meet a minimum standard of quality. Applicants must provide detailed information on how they plan to meet the required criteria. An applicant's pass/fail score shall be based on their demonstrated ability to meet or exceed minimum requirements in each category.

Reviews shall include narrative comments that identify both strengths and weaknesses of each application as well as any deficiencies or areas of concern. Reviews shall be adequately detailed to inform the subsequent interview process but shall not contain any recommendations for approval or denial, other than a pass/fail score.

HdL shall compile all scores from the application review process and shall prepare a report for the City, including scores and narrative comments, which will form the basis for the eligibility list to inform subsequent phases of the selection process.

In Phase 3, City staff will hold a public meeting to allow an opportunity for members of the public to provide comments and input regarding those applicants on the eligibility list before a final determination is made. The final determination of which applicants will be granted permits shall be made by the City Council under Phase 4.

Objective 2: Supplemental Background Checks

HdL is qualified to provide background checks of all owners, principals, managers and employees of cannabis businesses. Our background checks supplement the State-required Live Scan fingerprint check, which will only disclose Department of Justice (DOJ) records regarding arrests or convictions. California's licensing agencies are only allowed to consider convictions for certain "red line" offenses such as serious or violent felonies, or certain felonies involving fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license.

Our supplemental background checks expand upon the Live Scan information to identify other factors that local governments may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgements, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. Our search includes up to 5

variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

Our comprehensive background process checks the subject's name and social security number against over 200 million databases nationwide, including all of the following[1]:

- 7 yr. unlimited county courts and criminal records search
- Social Security, name and address comparison
- DMV search
- National Criminal Court report
- National Sex offender registry
- Federal criminal history
- State Department of Public Safety
- State Department of Corrections
- Terror watch list
- Bankruptcy, lien and judgments
- Delinquent child support payments
- Employment credit report
    - Financial summary
    - Personal information comparison
    - Address comparison
    - Employment comparison
    - Credit bureau report / credit history
    - Public records search

Any felony convictions that would be automatic disqualifiers pursuant to B&P 26057 (Violent and Serious Felony Convictions) must be confirmed through the Live Scan process. The degree to which other records may be used to inform the approval or renewal of a local business license or permit is subject to local ordinance requirements.

HdL offers separate rates for owners, principals or managers of cannabis businesses and for regular employees or line staff. We also offer a lower rate for annual renewals after the initial background check has been completed. Our rates include an HdL-designed employee identification badge with the city or county logo which meets all State regulatory requirements.

Background Checks	Owner, principal or manager	Employee or line staff
Initial background check	$300	$100
Annual renewal	$100	$75
Reissue lost or stolen badge	$10	$10

Prices valid as of the date of this proposal and subject to change without notice.

[1] Renewals and background checks for employees include a lesser level of investigation.

HdL provides an online portal for applicants to submit their application and authorization for background checks and all necessary documentation. Applicants provide their payment directly to HdL through the portal, so there is no cost to the City.

Objective 3: Technical Assistance and Subject Matter Expertise

HdL shall provide additional hours of general consulting in the form of subject matter expertise or technical assistance, to be utilized on an as-needed basis at the City's request. Such assistance may include attendance and presentation at City Council meetings, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

III. COST

All services described in this proposal would be provided to the City at a single flat rate for each cannabis business application, other than supplemental background checks which are paid directly to HdL by the applicant.

The proposal assumes HdL will not be asked to review any supplemental information provided by applicants, and that HdL will not be a part of any appeal process. Any such additional reports or documentation that may be requested by the City would be in addition to the costs shown in the table below and shall be billed at HdL's hourly rate.

Prices offered here are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement. Once under contract, prices shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost
Objective 1: Application Reviews and Scoring Includes all of the services under Phase 1 and Phase 2	Included
Phase 1: Initial Review for Completeness	Included
Phase 2: Full Quality-Assurance Review Includes compiling report to inform Phases 3 and 4	Included
Objective 2: Supplemental Background Checks Cost paid directly to HdL by applicant	No cost to City
Objective 3: Technical Assistance and Subject Matter Expertise	Included
Travel: If and as needed for in-person meetings	Included
Total Cost per Applicant Flat rate includes all services described above other than background checks which are paid directly to HdL by the applicant	**$5,900**
All costs would be recoverable from cannabis business applicants	

IV. OPTIONAL SERVICES

Note: These optional services are described here only for the City's consideration and are not a part of this proposal. HdL shall not provide or bill for any such additional services without the express, written permission of the City in advance.

Pre-License Site Visits

HdL shall review the premises diagram and conduct a site visit of each cannabis business prior to issuance of a certificate of occupancy. Site visits shall complement the final building inspection by verifying all interior and exterior physical site security requirements have been addressed in accordance with the application and all State and local requirements. Site visits shall examine all entrances and exits, limited access areas, locks and alarm systems, access control procedures, surveillance camera locations, safes and cash management procedures, signage, operational protocols and administrative privileges associated with the license type(s) being sought, and other requirements as necessary. The HdL inspector may be accompanied on the site inspection by the City's building inspector or representatives from the Police Department and Fire Department, if desired by the City.

The cost for this service includes an initial premises diagram review and report, coordination and arrangements with the business and other agencies, site visit, post-inspection report, all travel costs and any follow up.

Pre-License Site Visits	$1,600

Cannabis Revenue Audits and Regulatory Compliance Inspections

HdL's Cannabis Management Team has over 52 years combined experience conducting over 18,000 cannabis compliance inspections, revenue audits and investigations in California, Colorado and Nevada. HdL can provide annual compliance reviews and cannabis revenue audits at the following rates for each cannabis business permitted in the City.

Combined cost per business:

- **A.** Conduct one (1) revenue audit annually for each permit at a rate of $8,000.
- **B.** Conduct one (1) compliance review annually for each permit at a rate of $1,300.
- **C.** Conduct one (1) revenue audit and one (1) compliance review annually for each permit at a rate of $9,300.
- **D.** Conduct one (1) revenue audit and two (2) compliance reviews annually for each permit at a rate of $10,600.
- **E.** Conduct one (1) revenue audit and three (3) compliance reviews annually for each permit at a rate of $11,900.
- **F.** Conduct one (1) revenue audit and four (4) compliance reviews annually for each permit at a rate of $13,200.

Cannabis Revenue Audits

HdL will conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the audit process, HdL will conduct a risk-based review of each business using our proprietary Cannabis Analytical Testing System (CATS™). CATS was designed by HdL to address the unique challenges associated with auditing the cannabis industry. CATS allows audit staff to cross-analyze multiple business records to identify reporting variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.

To initiate the process, the City shall provide HdL with a list of all licensed cannabis businesses subject to audit. HdL shall work with the City to determine the appropriate review period for each business and to develop a schedule for conducting all audits. As the time for each audit approaches, HdL will prepare a notification letter informing the licensee of the impending audit and providing a list of all records and documentation the business is required to provide, including remote access to the business's point-of-sale (POS) system where applicable. HdL recommends that the notification letter be sent by the City to communicate HdL's authority to conduct the audit and to encourage cooperation by the business. The full annual audit shall include:

- Review Point-of-Sale (POS) system structure
- Review inventory system (subject to METRC data)
- Analyze and compare POS data with other available data sources, including:
    - City cannabis tax returns
    - State tax returns
    - Federal tax returns
    - METRC sales and inventory data
    - CDTFA data
    - Bank statements
    - ATM merchant statements
    - Other financial documents as available
- Identify any variances or over/under reporting
- Calculate any taxes or fees due to the City
- Prepare and issue report

Where cannabis cultivation is taxed on a square-footage basis, the audit shall include one annual site inspection to verify compliance with maximum permitted canopy area. Square footage audits may also consider documented findings from inspections by the City, CDFA or other agencies, where available.

A business that holds multiple state cannabis licenses shall be considered a single business for audit purposes, provided that all licenses are held and operated under the same name, ownership, location, and a single tax ID number. Any variation may indicate separate business entities requiring separate audits. Any such determination shall be made on a case-by-case basis in consultation with the City.

HdL will provide a draft audit report to the commercial cannabis business. The business will be given an appropriate opportunity to respond or appeal the report in accordance with the City ordinance. HdL will review any documentation provided by the business to dispute the findings and will adjust the tax/fee assessment as necessary prior to issuing the final report to the City.

The cost for this service assumes a standard 12-month review period. This may be increased up to a maximum of 24 months, in accordance with the statute of limitations for tax audits. This cost also assumes reasonable cooperation from the licensee. Non-cooperation by the licensee may result in additional charges at HdL's hourly rate, or in termination of the audit and potential enforcement action by the City. Any such action or additional charges would be determined in consultation with the City.

The cost does not include assistance with administrative appeals or enforcement of audit findings, cannabis tax policy questions or guidance, or other services not directly associated with preparing the revenue audit report. Any costs associated with such additional services would be billed at HdL's hourly rate.

Regulatory Compliance Inspections

HdL will conduct a series of up to four on-site compliance inspections annually, as requested by the City, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee. The cost for this service includes all of the following:

- Notifying permittee of pending inspection
- Full on-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
    - Inventory management
    - Cash handling procedures
    - Access control
    - Video surveillance
    - Product safety
    - Alarm system maintenance and safety
    - Lock standards
    - Packaging and labeling
    - Waste management
    - Transportation documentation
    - Surveillance equipment maintenance
    - Occupational badges
    - Business records
    - Other items as necessary to ensure compliance with laws

- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.
- All travel costs associated with the inspection
- All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

The cost for this service does not include any follow-up re-inspection or review of any supplemental documents provided to address or contest any findings of non-compliance, nor does it include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

V. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 52 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 18,000 cannabis compliance inspections and investigations in California, Colorado and Nevada.

Key Personnel

David McPherson, Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 10 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Matt Eaton, Deputy Compliance Director

Matt Eaton is the Deputy Compliance Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 30 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews, including regulatory and financial investigations. He is a subject matter expert on track and trace systems and understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and maintained Police Officer Service Training (POST) certification for over 30 years in California and Colorado. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Ajay Kolluri, Deputy Director of Policy and Audits

Ajay Kolluri is the Deputy Director of Audits and Operations for HdL's Cannabis Division. Ajay is responsible for overseeing the cannabis audit team and the daily operations of the division, which includes special projects such as community outreach, surveys, grant solicitation, revenue analysis, cost recovery fee studies, contracts, budgeting, and marketing. Ajay previously served as Program Manager for the Office of Cannabis Oversight (OCO) at City of Long Beach. Working within the City Manager's Office, Ajay was responsible for the licensing, regulation and enforcement of all commercial cannabis activity in the City, with one of the largest legal cannabis markets in the state. During his tenure with the OCO, Ajay oversaw the issuance over 200 cannabis business licenses, generating over $10 million in annual revenue for the City. Ajay has experience in all aspects of cannabis oversight, including public health and education, planning and zoning, building inspections, enforcement, social equity, fee development, economic analysis and revenue projections.

Prior to overseeing the OCO, Ajay worked in public finance, serving as Budget Analyst for the Department of Financial Management in the City of Long Beach. Ajay holds a Bachelor's degree in business economics from the University of California, Santa Barbara, and a Master's degree in public policy from the University of Michigan.

Mark Lovelace, Senior Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first regional summit on cannabis issues in 2015 which helped guide the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, State legislators, and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and industry groups.

Mark received his Bachelor of Science degree in Industrial Design from San Jose State University. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

Kami Miller, Senior Compliance Inspector

Kami Miller is a Senior Compliance Inspector at HdL whose primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

During her tenure at the DPBH, Kami managed compliance auditors and support staff in the Las Vegas office. She conducted approximately 1,000 compliance and financial inspections for which she developed the inspection protocols documentation to create comprehensive reports. In addition, her experience with various cannabis track and trace systems allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelor of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

David Ross, Senior Compliance Inspector

David Ross is a Certified Fraud Examiner with 7 years of experience conducting gaming and non-gaming audits and investigations of tribal gaming facilities. David's experience includes conducting forensic accounting investigations into cash larceny, expense reimbursement fraud, check fraud, credit card fraud, payroll fraud, wire fraud, insider trading, construction fraud in addition to litigation support.

David previously worked as Surveillance Officer and Internal Auditor for the Shingle Springs Tribal Gaming Commission, where he was responsible for analyzing financial statements for a facility with revenues exceeding $20 million per month. David also analyzed internal controls and established policies and procedures to ensure compliance with federal, state and local regulations. In addition, David conducted surveillance reviews and investigations into criminal activity including check and credit card fraud, skimming, money laundering, drug activity and other violations.

David holds a Bachelor's Degree in Business Administration from Vanguard University in Costa Mesa and a Master's Degree in Finance from California State University San Bernardino. He is a member of the Association of Certified Fraud Examiners.

Michelle Shaw, Compliance Inspector

Michelle is a Cannabis Compliance Inspector at HdL and is tasked with conducting onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed

onsite assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

Jeff Burris, Background Investigator / Compliance Inspector

Jeff Burris is a retired Law Enforcement Professional with over 28 years of experience. Jeff began his career with the Orange County Sheriff's Office before moving to the Ontario Police Department, where he advanced to Corporal, Police Detective and Sergeant before retiring as a Lieutenant.

Jeff worked various investigative assignments during his career, including both criminal and non-criminal investigations. While working as a Police Detective Jeff conducted personnel background investigations for sworn, non-sworn, administrative, and confidential employees. These investigations included criminal checks, credit checks, prior employment verification, personal reference verification, driving records, pre-polygraph questioning, neighborhood canvassing, and oral interviews. His assignments also included annual State audits for regulatory compliance.

Jeff received his Bachelor of Science degree in Occupational Management from the California State University in Long Beach. Throughout his career he has completed numerous specialized training courses in investigative techniques, including a course in background investigations by the California Commission on Peace Officer Standards and Training (CA POST), and is a former member of the California Background Investigators Association (CBIA).

Elizabeth Eumurian, Senior Auditor

Elizabeth Eumurian is a Senior Auditor at HdL. Her primary role is to conduct financial audits, evaluate cannabis applications and conduct background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

Elizabeth earned her Bachelor of Arts degree in History from California State University and holds a certificate in CannaBusiness from Oaksterdam University.

Odette Mikhail, Auditor

Odette Mikhail is an Auditor at HdL. Her primary role is to conduct financial audits. Odette previously worked as a senior auditor at public accounting firms. In this role, she executed testing procedures for audit and review engagements, identified accounting issues, reviewed internal controls, and prepared financial reports and statements. Odette earned her Bachelor of Science degree in Accounting and Business Administration from Ain Shams University in Cairo, Egypt.

Tao Lu, Auditor

Tao Lu works as an Auditor for HdL's Cannabis Management Team. Tao has two and a half years' experience as an accountant with an emphasis in information technology and food manufacturing industries. He also has public audit work experience at RSM China. Tao was born and raised in China. He earned a Bachelor's Degree in Accounting and Finance from Syracuse University in New York before relocating to Southern California with his family.

Valerie Carter, Auditor

Valerie Carter works as an Auditor for HdL's Cannabis Management Team. Valerie has over 5 years of public sector work experience focusing on public policy, auditing and revenue tax implementation. She was a Tax Auditor II for the City of Oakland's Revenue Management Bureau and an Assistant Management Analyst for the City of Berkeley's Transportation division. Valerie earned a Bachelor's Degree in Business Administration from Cal Poly Pomona, with an emphasis on Finance, Real Estate, and Law.

Eric Magana, Auditor

Eric Magana works as an Auditor for HdL's Cannabis Management Team, conducting revenue audits of licensed cannabis businesses to ensure they are accurately reporting their revenues and remitting the proper amount of fees or taxes. Prior to joining HdL, Eric worked as a Loan Specialist for the U.S. Small Business Administration, where he processed over 5,000 business loans and grant applications. Eric holds a Bachelor's Degree in Economics and Administrative Studies from University of California at Riverside.

Teresa Schneider, Background Investigator / Compliance Inspector

Teresa Schneider served for 28 years with the Montclair Police Department, including 12 years in the Background Investigations Unit. In this capacity, Teresa was responsible for conducting background investigations of all City business license applicants, as well as all sworn and non-sworn positions within the police and fire departments and of civilians requesting access to police department records.

Theresa previously served 4 years in the U.S. Army's nursing program at Fort Campbell, Kentucky. During this time she attended college at the University of Kentucky and Austin Peay State University. After receiving an Honorable Discharge in 1990, Teresa was hired by the Montclair Police Department. During her 28-year career, she worked numerous assignments, including patrol, K9, detective bureau, court liaison, volunteer coordinator, and red-light automated enforcement. Teresa received many awards throughout her career, including Officer of the Year.

Cheryl Lee-Steele, Business Application Reviewer

Cheryl Lee-Steele is a Business Application Reviewer at HdL whose primary role is to evaluate cannabis business applications for compliance with State law, local ordinance and industry best practices. A small business owner and bookkeeper for over 30 years, she has direct knowledge of best business practices and how to comply with regulatory requirements.

Cheryl attended Chaffee College for accounting and is a Certified Public Bookkeeper through the National Association of Certified Public Bookkeepers.

Lisa Davis, Business Application Reviewer

Lisa Davis is a Business Application Reviewer at HdL whose primary role is to evaluate cannabis business applications for compliance with State law, local ordinance and industry best practices. A small business owner and operator for 20 years prior to joining the firm, she is familiar with operational best practices, inventory control measures and compliance with government and industry regulations and standards.

Kristi Lervold, Administrative Assistant

Kristi is the Administrative Assistant for cannabis team. In this role she supports individual team members, coordinates internal processes, and assists with client requests, contracts, billing reconciliation and invoicing. Kristi's 18-year career includes ten years as the administrative assistant to HdL's CFO, handling various operational responsibilities and supporting financial functions, as well as experience in the occupational health industry, facilitating services for federal, state, and local government clients.

Kristi holds a Bachelor's of Science degree in Business Management with a minor in Business Administration.

VI. REFERENCES

City of Modesto
Steve Mitchell
Acting Planning Manager
Phone: 209.577.5287
Email: smitchell@modestogov.com

City of Fresno
Jennifer Ruiz
Cannabis Project Manager
Phone: 559.621.5555
Email: Jennifer.Ruiz@fresno.gov

City of Farmersville
Steve Huntley
Finance Director
Phone: 559.747.0458
Email: shuntley@cityoffarmersville-ca.gov

City of Turlock
Beth Morgan
Municipal Service, Finance Division
Phone: 209.668.6094
Email: bmorgan@turlock.ca.us

City of Porterville
Julie Philips
Community Development Manager
Phone: 559.782.7460
Email: jphillips@ci.porterville.ca.us

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

Notice of Cancellation
Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for

which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: September 1, 2021

Agenda Number: D-3

Arnoldo Rodriguez, City Manager

SUBJECT:

Cannabis Business Permits - Consideration of number of cannabis business permits, procedure guidelines and review criteria, and fees

RECOMMENDATION:

Adopt Resolutions:

1. Determining the Number and Type of Cannabis Business Permits that May Be Issued in the City
2. Establishing Fees for Cannabis Business Permits
3. Establishing Procedure Guidelines and Review Criteria to Govern the Application and Selection Process for Various Types of Cannabis Business Permits

SUMMARY:

Initial workshops on the cannabis regulatory ordinance and related procedures have been presented to Council on January 6, 2021, January 20, 2021, and April 21, 2021. The workshops discussed the essential components of the ordinance, procedural guidelines, selection criteria, and approval of cannabis business permits. Staff provided rationale for the recommended approach and sought feedback and direction from Council majority on policy considerations before finalizing the drafting of the ordinance, as well as land use ordinance designating zone districts where cannabis businesses may be permitted.

Following the workshops, staff presented and Council adopted ordinances that provide access to cannabis as authorized AUMA ("Proposition 64") approved by the California Voters in 2016 while imposing sensible regulations on the use of land to protect the City's residents, neighborhoods, and businesses from disproportionately negative impacts. The cannabis regulatory ordinance intended to regulate the commercial cultivation, processing, manufacturing, testing, sale, delivery, and distribution of cannabis and cannabis products responsibly to protect the health,

safety, and welfare of the City residents and enforce rules and regulations consistent with state law. Subsequent to the workshops, staff presented text changes to the Madera Municipal Code (MMC) to the Planning Commission on May 24, 2021, followed by presentations to the City Council. On June 16, 2021, the Council adopted amendments to the following MMC sections:

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

PROCEDURE GUIDELINES AND REVIEW CRITERIA

As requested by the Council, the regulatory ordinance outlines how licenses would be allocated. The MMC amendments codified the process for obtaining a cannabis permit. This includes the initial application procedure, permittee selection process, renewal, revocation, and transfer of a commercial cannabis permit. It also requires the Council adopt, by resolution, the procedures to govern the application process, the procedures by which decisions shall be made regarding the issuance of any commercial cannabis business permit, and application renewals for a commercial cannabis business permit.

Draft guidelines were presented to the Council on August 4, 2021. In short, staff is recommending that cannabis businesses permits be separated into three distinct categories. Said categories include:

1. Standard Applications or Microbusiness
2. Social Equity Applications
3. Vertically Integrated, Cultivation, Distribution, Manufacturing, Test Labs Applications

The MMC details the minimum application requirements for any applicant. Additionally, applicants for any type of permit will be required to submit a formal application. The following table provides a side-by-side comparison highlighting some of the proposed nuances of each. Note that the table is not intended to be exhaustive, rather it is intended to provide an overview.

Table 1: *Overview of permit types*			
	Standard Applications or Microbusiness	*Social Equity*	*Vertically Integrated, Cultivation, Distribution, Manufacturing, Test Labs (1)*
Competitive process	Yes	Yes	No
Maximum number of permits	6	2	Unlimited
Informational kick-off meeting to discuss process with applicants	Yes	Yes	Yes
Owner criminal background check required	Yes	Yes	Yes
Zoning Verification: letter required prior to Phase 1	Yes	Yes	Yes
Phase 1: Completeness Review			
Preliminary evaluation of application	Yes	Yes	Yes
Phase II: Scoring of Application	*Points reflect the maximum number per category*		
Business Plan	400 points	400 points	400 points
Labor, Equity, Diversity & Inclusion Plan	400 points	400 points	400 points
Safety Plan	300 points	300 points	300 points
Security Plan	300 point	300 point	300 point
Qualification of Owners	400 points	400 points	400 points
Neighborhood Compatibility	400 points	400 points	400 points
Community Benefits Plan	500 points	500 points	500 points
Proposed Location	300 points	N/A	300 points
Maximum # of points per application	3,000	2,700	3,000
Minimum # of points needed to advance to Phase III	90% or 2,700 points	90% or 2,430 points	80% or 2,400 points
Phase III: Community Meeting			
Meeting to solicit feedback required	Yes	Yes	Yes
Phase IV: Action			
Minimum number of applications that will advance to Phase IV	10	10	N/A
City Council Interview	Yes	Yes	N/A
Decision Making Body	City Council	City Council	City Council
Social Equity Applications			
Required to comply with Exhibit B	No	Yes	No

(1) Should an applicant hold a minimum of 3 non-retail cannabis permit which includes manufacturing, distribution, and at least one cultivation license which shall cultivate at least 20,000 square feet of canopy in the City, a Vertical Integrated business may also be eligible to operate a retail or non-storefront retail business upon evidence of actual operation of at least three non-retail cannabis permits in the City. Said retail permit shall not count towards the 6 retail permits under Standard or Microbusiness Application.

Table 1 summarizes items discussed during the August 4, 2021 workshop. Since the workshop, updates to the guidelines have been made in an attempt clarify items. In addition, staff has received some inquiries. While questions vary, the following capture most, thus they merit clarification:

1. **What is the purpose of the Social Equity Program?**

   The goal of the Social Equity program is to recognize and address the long-term impact that Federal and state cannabis enforcement policies have had on low-income persons. The program is designed to support equal opportunity in the cannabis industry by making legal cannabis business ownership opportunities more accessible to low-income individuals and communities most impacted by the criminalization of cannabis. The draft Guidelines are intended to address social inequalities by previous laws that may have made it difficult for such persons to be successful entrepreneurs.

2. **Should an applicant not meet the minimum qualifications for a Social Equity permit, will their application automatically be rejected?**

   Should an applicant be determined to be ineligible for a Social Equity permit, the applicant will be offered the opportunity to reclassify their application as a Standard Retail application. Thus, Social Equity permits will be reviewed prior to other permits to ensure that ineligible applicants have an opportunity to reclassify their application.

3. **Why did the City not create a Social Equity program for Vertically Integrated or Cultivation permits?**

   Unlike Standard Retail permits which are limited in number to six and are competitive, Vertical Integration and Cultivation permits are unlimited and not competitive. Rather, applications will be weighted and those receiving a minimum of 80 percent or 2,400 points will be forwarded for Council action.

4. **How do I know if I qualify for a Social Equity permit?**

   Appendix B of the Guidelines outline the qualifications; however, the following reflect some of the key elements:

   - Currently a resident of Madera County and has been for at least five years
   - Have been arrested after November 5, 1996 and convicted of a cannabis crime in Madera County
   - Has an annual household income at or less than the Madera County Area Median

5. **For Vertically Integrated businesses, may the Retail shop be located on a separate parcel?**

   Considering that the City is now considering an unlimited number of Vertically Integrated, Cultivation, Distribution, Manufacturing, or Test Labs permits, there is no competition for

a finite number of permits. While Retail business may be located on the same property where the other three license types exist, staff is recommending that the Retail component be permitted to be off-site, on a separate property and subject to the requirement of actual operation of at least three non-retail cannabis permits in the City. The Retail business must still comply with the underlying requirements of said zone district. A Retail business under this definition will not count as one of the six Retail permits. This approach:

- Provides additional opportunities for businesses that may not be able to secure a building of adequate size for all elements
- Vertically Integrated, Cultivation, Distribution, Manufacturing, or Test Labs are only permitted in Industrial districts, thus some available parcels may not be located proximate to principal transportation corridors or provide adequate parking, while others may not be served by public transit
- Some operators may desire to minimize the number of visitors to their cultivation or manufacturing site

6. May cannabis be grown on vertical shelves or multiple floors to achieve the minimum 20,000 square feet (sf) of cultivation to be eligible for a Retail permit?

Cultivation area is measured by canopy space, thus a building footprint may be smaller than 20,000 sf, so long as the cannabis canopy area meets the minimum 20,000 sf threshold.

7. Must all elements of a Vertically Integrated permit occur on the same parcel?

Premises for a Vertically Integrated permit may consist of a single parcel or multiple parcels which must be adjacent, abutting, or contiguous and meet ownership requirements under the ordinance. However, parcels may not be separated by a street, alley, highway, or right-of-way, either public or private. Per the preceding section, Retail is proposed to be permitted off-site, separate from other activities.

8. Do Vertically Integrated, Cultivation, Distribution, Manufacturing, or Test Labs permits require City Council action or may the City Manager approve?

Per Section 6-5.14(H) of the MMC:

> *The City Council may either deny or approve the final candidates and shall select the top candidates in each category of the cannabis businesses pursuant to Review Criteria established by City Council Resolution. The City Council's decision as to the selection (denial or approval) of the prevailing candidates shall be final and shall not be subject to further administrative or City Council review or appeal.*

As codified, Vertically Integrated, Cultivation, Distribution, Manufacturing, or Test Labs applications will be reviewed for quality control and an unlimited number of permits may

be issued. Unlike traditional merit-based processes, where permits are only available to the top scoring applicants, permits under this category will be reviewed for quality control. Should an application not meet the minimum score, the applicant will be notified of what areas of the application needs to be cured. For this permit type, applicants are not competing with one another for a finite number of permits, rather applications that receive the minimum number of points will be forwarded to Council for action.

9. **If I apply for a Vertically Integrated permit and do not receive 80 percent, what happens?**

   Applications that score a minimum of 80 percent or 2,400 points in Phase II will move on to Phase III of the application process.

10. **Is a cannabis nursery permitted in the City?**

    Yes, a cannabis nursery is considered cultivation of immature plants thus it falls under the category Vertically Integrated, Cultivation, Distribution, Manufacturing, or Test Labs.

11. **How will the City score applications?**

    Applications will be evaluated using the criteria outlined in Appendix A for each type of permit.

12. **May I operate a cannabis business with only a State or City license?**

    A license from both the State and the City is required prior to operating a cannabis business.

PROCESSING FEES

Expenses associated with the operation and administration of the cannabis regulatory program are built into commercial cannabis permit fees. The fees are based on a reasonable estimate of costs, including staff time, necessary to provide these services. The attached resolution establishes the fees at outlined in Table 2.

Table 2: *Cannabis Fee Schedule*

Permit Type	*Fee Amount*
Business Application	$9,991
Zoning Verification	$187.50
Background Check (to HdL)	$300
Live Scan (fingerprints)	$73
Total	*$10,551.50*

To determine the appropriate application fees, staff conducted an analysis determining the extent of the fiscal impact (see Attachment 4: Cost Recovery Analysis). To determine individual application fees, the cost recovery analysis assumes the City will receive at least 20 applications

for cannabis permits. HdL Companies recommends the assumption as reasonable given the size of the City and number of permits available.

FINANCIAL IMPACT:

Costs associated with cannabis-related work includes the following:

- Contract with HdL totaling $30,000
- Various staff time and City Attorney fees

Expenses associated with the operation and administration of the cannabis regulatory program have been built into commercial cannabis permit fees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council may choose to not adopt one or any of the proposed resolutions. Council could also select a later opening date for the application period. If the Council chooses to not approve the resolutions, the City would be unable to accept applications for a commercial cannabis business permit.

ATTACHMENTS:

1. Resolution: Determining the number and type of Cannabis Business Permits that may be issued in the City
2. Resolution: Establishing fees for Cannabis Business Permits (including Cost Recovery Analysis)
3. Resolution: Establishing Procedure Guidelines and Review Criteria to govern the application and selection process for various types of Cannabis Business Permits
    a. Commercial Cannabis Business Permit – Standard Applications or Microbusiness
    b. Commercial Cannabis Business Permit – Social Equity Applications
    c. Commercial Cannabis Business Permit – Vertically Integrated, Cultivation, Distribution, Manufacturing, and Test Labs Applications

Attachment 1:

Resolution: Determining the number and type of Cannabis Business Permits that may be issued in the City

RESOLUTION NO. 21-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE NUMBER AND TYPE OF CANNABIS BUSINESS PERMITS THAT MAY BE ISSUED IN THE CITY OF MADERA

WHEREAS, on June 16, 2021, the City Council of the City of Madera adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the Madera Municipal Code to permit commercial cannabis businesses within the 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

WHEREAS, Madera Municipal Code Section 6-5.10 provides that the number of each type of cannabis business that shall be permitted to operate in the City shall be established by resolution by the City Council; and

WHEREAS, Madera Municipal Code Section 6-5.10 further provides he City Council at its sole discretion may determine that the number and/or types of Cannabis Business Permits should remain the same or be modified.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

Section 1. The foregoing recitals are true and correct and incorporated by reference.

Section 2. The City Council hereby determines the number and types of cannabis business permits that may be issued in the City of Madera as follows:

A. **Standard Retail or Microbusiness**: A total of six Cannabis Business Permits (in any combination thereof) may be granted in the City of Madera for these types of businesses.
B. **Social Equity**: A total of two Cannabis Business Permits may be granted in the City of Madera for these types of businesses.
C. **Vertically Integrated, Cultivation, Distribution, Manufacturing, Testing Labs:** At this time, there is no limit on the number Cannabis Business Permits that may be granted in the City of Madera for these types of businesses.

Section 3. As authorized by Title VI, Chapter 5, the City Council reserves its authority to modify the number of Cannabis Business by resolution.

Section 4. This Resolution shall be effective upon adoption.

Attachment 2:

Resolution: Establishing fees for Cannabis Business Permits (including Cost Recovery Analysis)

RESOLUTION NO. 21-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ESTABLISHING FEES FOR COMMERCIAL CANNABIS BUSINESS PERMITS

WHEREAS, on June 16, 2021, the City Council of the City of Madera adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the Madera Municipal Code to permit commercial cannabis businesses within the 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

WHEREAS, the Ordinance provides for various fees and charges to be paid by applicants for cannabis business permits and for operation of cannabis businesses; and

WHEREAS, Madera Municipal Code Section 6-5.37 provides that fees and charges for cannabis business operations shall be established by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

Section 1. The foregoing recitals are true and correct and incorporated by reference.

Section 2. The City Council establishes the following fees and charges as authorized by Madera Municipal Code Section 6-5.37:

A. Fees for Standard Retail or Microbusiness Applications are as follows: Refer to Exhibit A

B. Fees for Commercial Cannabis Business Permit for Social Equity Applications are as follows: Refer to Exhibit A

C. Fees for Commercial Cannabis Business Permit for Vertically Integrated, Cultivation, Distribution, Manufacturing, Testing Labs Applications are as follows: Refer to Exhibit A

Section 3. The foregoing fees shall be deemed a part of the City's Master Fee Schedule.

Section 4. This Resolution shall be effective upon adoption.

HdL Companies

Madera Application Cost Recovery Fee Analysis

DRAFT - SUBJECT TO CHANGE

ASSUMPTIONS

Est. # Applications	*20*
Loaded rates:	
City Manager	*$121.78*
Chief of Police	*$130.88*
City Attorney (Contract)	*$235.00*
Administrative Analyst I	*$47.38*
Planning Manager	*$68.82*
Associate Planner	*$39.74*

APPLICATION FEE

PROCESS	DESCRIPTION	NAME	DEPT	RATE	HOURS	UNIT	PER REGISTRANT	TOTAL
City of Madera Staff								
General Administration	Community outreach, policy development, and general management/oversight of program. Preparation of reports and presentations.	City Manager	CM	$ 121.78	100	One-Time	$ 608.90	$ 12,178.00
	Development of minimum security standards, and enforcement policies for licensed cannabis businesses. Attendance at staff and City Council Meetings.	Chief of Police	PD	$ 130.88	40	One-Time	$ 261.76	$ 5,235.20
	Prepared CEQA Reports, notices and attend meetings.	Planning Manager	PLD	$ 68.82	50	One-Time	$ 172.05	$ 3,441.00
	Assited wth preparing CEQA Reports, notices and attend meetings	Assistant Planner	PLD	$ 39.74	20	One-Time	$ 39.74	$ 794.80
	Preparation of reports, notice of meetings and responding to inquiries.	Administrative Analyst I	CM	$ 47.38	20	One-Time	$ 47.38	$ 947.60
Subject Matter Expertise	Legal support for development, adoption and implementation of cannabis regulatory program.	City Attorney (Contract)	CA	$ 235.00	115	One-Time	$ 1,351.25	$ 27,025.00
Consultant Services								
Application Review	Provide subject matter expertise in design and implementation of cannabis regulatory program. Includes support and presentation at community meetings, assistance with development of regulatory ordinance, preparation of a fiscal analysis and fee study, and monitoring changes to State laws and regulations, and other support.	HdL Consultant (Contract #1)	N/A	$ 29,200.00	N/A	One-Time	$ 1,460.00	$ 29,200.00
Planning Assistance	Full review of cannabis business license applications, including initial screening for completeness, full quality assurance review, and scoring for the City's selection process. Attend Public Meetings and City Council Final decision.	HdL Consultant (Contract Amendment)	N/A	$ 5,900.00	N/A	Application	$ 5,900.00	$ 118,000.00
Planning Assistance	Contract planner will provide technical assistance related to any Planning issue which may be requested of them during the application process.	Planner (Contract)	N/A	$ 75.00	40	One-Time	$ 150.00	$ 3,000.00

Initial Application Fee $ 9,991.08

Total $ 199,821.60

Attachment 3:

Resolution: Establishing Procedure Guidelines and Review Criteria to govern the application and selection process for various types of Cannabis Business Permits

RESOLUTION NO. 21-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ESTABLISHING PROCEDURE GUIDELINES AND REVIEW CRITERIA TO GOVERN THE APPLICATION AND SELECTION PROCESS FOR VARIOUS TYPES OF COMMERCIAL CANNABIS BUSINESS PERMITS

WHEREAS, on June 16, 2021, the City Council of the City of Madera adopted Ordinance No. 977 C.S. adding Chapter 5 to Title VI (Cannabis Businesses) to the Madera Municipal Code to permit commercial cannabis businesses within the 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

WHEREAS, Madera Municipal Code Section 6-5.13 provides that the City Council shall adopt an application procedure guidelines and review criteria to govern the application and selection process for Cannabis Business Permits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

Section 1. The foregoing recitals are true and correct and incorporated by reference.

Section 2. The City Council approves the following:

A. Application Procedure Guidelines and Review Criteria for Commercial Cannabis Business Permit for Standard Retail or Microbusiness Applications, attached as Exhibit "A" and incorporated herein by reference.

B. Application Procedure Guidelines and Review Criteria for Commercial Cannabis Business Permit for Social Equity Applications, attached as Exhibit "B" and incorporated herein by reference.

C. Application Procedure Guidelines and Review Criteria for Commercial Cannabis Business Permit for Vertically Integrated, Cultivation, Distribution, Manufacturing, Testing Labs Applications, attached as Exhibit "C" and incorporated herein by reference.

Section 3. The City Manager, or their designee, is authorized to make non-substantive corrections, clarifications, and revisions to the Application Procedure and Guidelines and Review Criteria as they deem necessary to facilitate the orderly and efficient implementation of any commercial cannabis permit application and selection process initiated or conducted by the City.

Section 4. This Resolution shall be effective upon adoption.

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

Attachment 3a:

Resolution: Establishing Procedure Guidelines and Review Criteria to govern the application and selection process for various types of Cannabis Business Permits

Commercial Cannabis Business Permit – Standard Applications or Microbusiness

City of Madera

Community Development Department
205 W. 4th Street
Madera, CA 93637
Phone: 559.661.5400
Email: Cannabis@Madera.gov

APPLICATION PROCEDURE GUIDELINES AND REVIEW CRITERIA FOR A COMMERCIAL CANNABIS BUSINESS PERMIT (STANDARD RETAIL OR MICROBUSINESS APPLICATIONS)

Application Period
OPENS – TBD
CLOSES – TBD

These Procedure Guidelines apply solely to Standard Retail or Microbusiness Applications. Standard Retail or Microbusiness Applications.

NUMBER OF PERMITS

During this application period the City will be allowing up to six (6) cannabis business permits under this process.

STANDARD RETAIL OR MICROBUSINESS

- "Retailer" or "Storefront Retailer" shall have the same meaning as that contained in Section 26070(a)(1) of the California Business and Professions Code.
- "Microbusiness" shall have the same meaning as that contained in Section 26070(a)(3) of the Business and Professions Code.

ORIENTATION "KICK OFF" MEETING

The City will hold a virtual Orientation "Kick Off" Meeting on TBD at 1:00 pm. Pre-registration for the Orientation Meeting is required however, attendance at the Orientation Meeting is not required to apply for a Cannabis Business Permit. The registration link is available on the City's website at https://www.madera.gov/Cannabis-Information.

CONTACT

If you have any questions or would like an update on the status of your application, please contact the Community Development Department at 559.661.5400 or by email at Cannabis@madera.gov.

APPLICABLE REGULATIONS

Information regarding the Commercial Cannabis Business (CCB) Application process can be found on the City's website at https://www.madera.gov. and includes the following:

- Application Procedures Guidelines and Review Criteria
- City of Madera Municipal Code (MMC) Title VI, Chapter 5
- City of Madera Municipal Code (MMC) Title X, Chapter 3 (Zoning Regulations)
- Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement
- Background Check Portal Link
- Commercial Cannabis Business (CCB) Permit Application
- Ownership Acknowledgement Form

To be considered for issuance of a Cannabis Business Permit, final applications must be submitted to the Community Development Department located at the address listed on these procedures by the deadline. There will be no exceptions. These Procedure Guidelines and Review Criteria (hereafter referred to as "Procedures." constitute the application process and are adopted pursuant to the Madera Municipal Code (MMC) Section 6-5.13 and Title X, Chapter 3 (Zoning Regulations).

Applicants should monitor the City's web page for any additional information, FAQs, or updates. It is the responsibility of the Applicant to stay informed of this information.

AMENDMENTS TO THE APPLICATION

Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures, or posted on the City's website as a clarification update, or as authorized in writing by the City Manager or his/her designee.

During Phase I, City staff and the Consultant will conduct a preliminary evaluation of the applications for completeness and will reject any application that is missing a major component (for example, a Security Plan), notifying the applicant by email that they have been disqualified.

For those Applications which are missing essential information the primary contact will be notified by email if their application is found to be missing minor requirements (for example, signatures/dates on forms, proof of payment receipts, scanned pages in one of the scoring criteria documents, or incorrect formatting or organization of files). If this is the case, the Applicant may be granted five days from the date of the email to submit the required supplemental information. Should you receive an email from the City we ask that you confirm receipt of it immediately. If the City does not get confirmation from your primary contact within two days, it may, but is not required to, make an attempt to notify the primary contact by phone in case the email went into the recipient's spam folder unnoticed. However, please note should this be the case you will not be provided additional time to complete the curing process so make sure you monitor your incoming or spam email carefully. Furthermore, you may not submit any additional information other than what was requested to cure the minor requirements. Finally, an applicant will be notified if their application is incomplete or if there is any other reason for which they will not be moving forward in the application process.

LIMITATIONS ON MULTIPLE APPLICATIONS

Applicants possessing an ownership interest of ten percent (10%), or more, in a retail, microbusiness, or vertically integrated cannabis permit application shall be limited to submitting only one application which includes retail during this initial process regardless. In order to ensure compliance with the ownership interest concerns every owner on the application which meets the criteria listed in Section 6-5.06 (T) will be required to complete the Ownership Acknowledgement form which is provided on the City's website. However, there will be no limitations on any other permit type which are permitted in the City, (i.e., cultivation, manufacturing, distribution, and testing labs). In addition, the City will only accept a maximum of two any combination of retail, microbusiness, or vertically integrated application Zoning Verification Letters (ZVL) per property (APN). Furthermore, without exception only one retail, microbusiness or vertically integrated Applicant will be issued a retail permit per location by the City Council in Phase IV and so each Applicant should keep that in mind when selecting a location for their business in which there is more than one Applicant.

CITY'S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may modify, postpone, or cancel the request for a CCB permit without liability, obligation, or commitment to any person, party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any Applicant submitting an application in order to conduct a complete review of the application or an investigation into the truthfulness of the statements set forth in the application or provided at any stage of the application process and if it is not fully responsive to this request for a CCB application.

APPLICATION PROCESS

This application process is adopted pursuant to MMC Section 6-5.13. Review the information regarding the application process and which documents you will need. Before submitting your application, review your application in its entirety to ensure that it is complete and accurate. Review the information regarding the Cannabis Business Permit application process for a CCB on the City webpage provided on page one.

APPLICATION SUBMITTAL REQUIREMENTS

Applications must respond to all requirements outlined in the "Application Procedures & Guidelines for a Cannabis Business Permit." Applicants must submit all required application materials together in one complete comprehensive application package. This can be done in person, by U.S. Mail, or by common carrier delivery service (e.g., FED EX, UPS, etc.) as long is it a complete application. The application process must be secured in an envelope or box addressed as follows:

Community Development Director
Attn: Cannabis Application Process
City of Madera
205 W. Fourth Street
Madera, CA 93637

The application package must include all the following documents with original signatures for each document.

1. Cannabis Business Permit Application;
2. Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement;
3. Agreement on Limitations of City's Liability and Indemnification to City;
4. Application fee and Background Check fee(s); and
5. Owner Acknowledgment Agreement

SUBMITTAL DEADLINE

Applications must be received by the Community Development Department by 4:00 pm on TBD Late applications will not be accepted. Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. It is not responsive to this Cannabis Business Permit application and the Procedure Guidelines for a Cannabis Business Permit.
2. The issuance of the Cannabis Business Permit for the proposed location does not comply with State law, MMC Title VI, Chapter 5 and/or Title X, Chapter 3 (Zoning Code Regulations).

FLASH DRIVE CONTENT

In addition, all Applicants must submit a USB flash drive containing one complete copy of the application package per the requirements as outlined in the below format. The application package and application fees must be received by the Community Development Department at the same time.

Responses to the Evaluation Criteria (Sections A-H found in Appendix A of the Application Procedures & Guidelines) shall be limited to 200 pages. Responses pertaining to Backgrounds, Proof of Capitalization, Zoning Verification Letter, and Property Owner Consent/Lease Agreements, Property Owner/Landlord Affidavit, Owner Acknowledgement Agreement shall not be included in the 200-page limitation. Those responses should be saved in PDF files that are separate from the Evaluation Criteria (see below).

All materials must be submitted on a USB flash drive in a PDF format in the following files. Please submit the files in the correct format and organized correctly or your application may be rejected.

PDF File #1	Cannabis Business Permit Application (pages 1-3), Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement (pages F1-F3), Agreement on Limitations of City Liability, and Certification, Assurances, Warranties, and Indemnification to City (pages F4-F6), proof of insurance or a letter of insurability; and Owners Acknowledgement Agreement. All copied documents shall display required signatures to be deemed complete.
PDF File #2	Evaluation Criteria (Responses to Sections A-H of Appendix A limited to 200 pages)

PDF File #3	Background Check documentation (All required documents for each owner). Upon submission of the online background application, Applicants will receive an email confirmation. This confirmation needs to be printed, scanned, and included within PDF File #3.
PDF File #4	Proof of Capitalization (Appropriate bank statements, loan documents, promissory notes, financial and commitment letters)
PDF File #5	Zoning Verification Letter (ZVL) which shows the correct location, unit, space, or suite number in the building being used. Proof of Insurance or a letter showing proof of insurability by a qualified insurance company which shows the location being insured in City of Madera, the type of activity being insured, and the name of the business being insured. Copies from another business location in another city owned by the Applicant will not be accepted.

CRIMINAL BACKGROUND CHECK

Each Owner as defined in Section 6-5.06 (T) must undergo a criminal history background check to demonstrate they do not provide "good cause" for denial per MMC Sections 6-5.08 and 6-5.38K. Owners who do not meet the criminal history eligibility requirements of Section 6-5.38K will be disqualified. The background form can be found online at:

https://hdlcompanies.formstack.com/forms/bc_maderacity.

In addition, each successful applicant will be asked to submit to a Live Scan as part of the background check as determined by the Chief of Police. Prior to being issued a permit the Applicant's primary contact will be notified by email with the instructions on how to schedule the Live Scan appointment.

The initial background check fee for each owner shall be $300.00. This process will be required to meet the minimum threshold qualifications pursuant to MMC Section 6-5.38K. The results of the background check along with the City-issued Zoning Verification Letter must be included with the CCB Application (Phase I).

ZONING VERIFICATION LETTER (ZVL)

Prior to submitting a CCB application (Phase I), an Applicant must obtain a Zoning Verification Letter from the Community Development Department. To secure this letter, an Applicant must make a written request to the Community Development Department which should specify the intended use of the building (i.e., Cultivation, Manufacturing, Distribution, Retail, Microbusiness or Vertically Integrated), and the proposed building location. Please advise the City if you currently occupy the premises or if there is a tenant currently occupying the premises and what type of business activity is being conducted.

The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a "permit" within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. A regulatory permit for a CCB does not constitute a permit that runs with the land on which the cannabis business is established.

FEES

All applicants will be required to submit a fee of $TBD. This amount will be charged against time spent by City staff and the Consultant in reviewing applications and administrating the application process. Applicants are advised that they may be required to pay additional amounts as required for the sole purpose of the City's completion of the application review process. However, there will also be a separate fee for the Zoning Verification Letter (ZVL) of $TBD per site and the Background Check Fee of $300. For the successful Applicants there will also be a Live Scan Fee of $TBD prior to obtaining the Cannabis Business Permit or at a time determined by the Police Chief.

Payment must be made by a certified check, cashier's check or money order made payable to the City of Madera. Please note the City will not accept cash or credit cards and application fees are non-refundable once the City has begun reviewing the application.

APPLICATION REVIEW, SCORING, AND APPROVAL PROCESS

PHASE I: DETERMINATION OF ELIGIBILITY

Applications will be reviewed for completeness and compliance to meet the minimum submittal requirements. The determination of eligibility will be based on the criteria outlined in these procedures and as described in Appendix A. However, the criteria will be evaluated and scored with the process adopted in these procedures in accordance with MMC Chapter 6-5.13 and may be amended as provided in MMC Section 6-5.49 A & C in writing for clarification to application submittal questions which will be posted in the FAQ section of the Cannabis Information webpage and shall go into full effect immediately upon being posted on the website.

PHASE II: APPLICATION EVALUATION AND REVIEW (3,000 points)

During Phase II, the City and/or consultant will review and score each application using a merit-based system. At a minimum the top ten (10) applicants who score a minimum of 90% or higher (2,700 points) in Phase II may be eligible to advance to Phase III. However, the City may at its sole discretion select more than ten (10) applicants based on the quantity and the overall quality of applications the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

See APPENDIX A for a description of the evaluation criteria:

- Section A. Business Plan (400 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (300 points)
- Section D. Security Plan (300 points)
- Section E - Qualifications of Owners (400 Points)
- Section F - Neighborhood Compatibility (400 Points)
- Section G - Community Benefits and Investments Plan (500 Points)
- Section H - Proposed Location (300 Points)

PHASE III: PUBLIC MEETING

Upon the completion of Phase II, the City Manager or his/her designee will tabulate the scores of all applicants from Phase II to create a final ranking which will be used to form the basis for

determining who will be invited to participate in the Public Meeting and subsequently presented to the City Council for final consideration. Should there be a tie in any scoring, the City Manager shall force rank each of the applicants who participated in Phase II, in order to establish an eligibility list and therefore the decision on who moves on will not be solely determined by the scores alone.

The Public Meeting will be set to allow concerns of residents, businesses, and community organizations alike to be brought before the City. The City staff will conduct the Public Meeting pursuant to MMC Section 6-5.14 prior to presenting a report of its final rankings to the City Council in Phase IV. Those applicants selected to participate in the Public Meeting will be invited to attend and will be given an opportunity to address any concerns from the public presentation.

PHASE IV: CITY COUNCIL INTERVIEWS AND FINAL DECISION

Upon the completion of Phase III, the City Manager will present to the City Council the top Applicants from the Phase II process together with a summary report of the Public Meeting to the City Council. The City Council will interview those top Applicants and make a final determination as to which applicant(s) will be awarded a CCB permit. Each Applicant should be prepared to conduct a brief presentation in order to be interviewed by the City Council. Further details as to date, time, place, and length of presentation will be provided prior to the City Council interviews.

After the City Council has made a determination as to who if any Applicants will be awarded a CCB permit and as a condition of issuance of the regulatory permit, the operator of each cannabis facility shall enter into a Community Benefit Agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 6-5.37.C, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

In addition, any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of Madera's approval, if and when a Community Benefit Agreement is executed. Upon successfully negotiations in this phase of the process the Applicant will then be authorized to proceed to apply for any required land use permits and a business license and related approvals.

Any Applicant wishing to appeal Phase I through Phase III of the Application Process may appeal to the City Manager or appointed hearing officer depending on the type of appeal requested within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a permit. Such appeals shall comply with the requirements of MMC Sections 6-5.20 through 6-5.26. Any decision made by the City Council to award or not to award a cannabis permit shall be final and shall not be subject to appeal.

NOTE: Being awarded a CCB permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities in charge of said permits. Nor does the award of a CCB permit

guarantee that the plans submitted via the CCB application process meet the standards or requirements in MMC Title X, Chapter 3 and any other permit requirements from other City departments or agencies.

APPENDIX A: EVALUATION CRITERIA

The City is a public agency subject to the California Public Records Act ("CPRA"). In the event a request for information under the CPRA seeks disclosure of application materials marked by Applicant as "Confidential Information," the City will make reasonable efforts to provide notice to Applicant prior to such disclosure to allow Applicant to seek a protective order, injunctive relief, or other appropriate remedy. If Applicant contends any designated application materials are exempt from the CPRA and wishes to prevent disclosure, it is required, at its own cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City's deadline to respond to the CPRA request. If Applicant fails to obtain such a remedy before the deadline for the City's response to the CPRA request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

SECTION A: BUSINESS PLAN (400 points)

1. Finances* – A budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
    A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
    B. A pro forma for at least three years of operations.
    C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.

2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.

2.1 Describe the day-to-day operations if you are applying for a RETAIL permit. This should include at a minimum the following criteria:
    A. Describe customer check-in procedures.
    B. Identify location and procedures for receiving deliveries during business hours.
    C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
    D. Estimate the number of customers to be served per hour/day.
    E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
    F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
    G. How the Cannabis Business will conform to local and state laws. See MMC Sections 6-5.40 and Title X as they pertain to retail establishments in the City of Madera.
    H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state's mandated track and trace system.

2.2 Describe the day-to-day operations if you are applying for a DISTRIBUTION permit. This should include at a minimum the following criteria:

A. Identify the number of delivery drivers, hours of delivery and vehicles to be used.
B. Describe the transportation security procedures.
C. Describe how inventory will be received, processed, stored, and secured in the permitted premises.
D. Describe the quality control procedures designed to ensure all cannabis is properly packaged, labeled, and tested.
E. How the Cannabis Business will conform to local and state laws. See MMC 6-5.43 and Title X as they pertain to Distribution.

2.3 Describe the day-to-day operations if you are applying for a MANUFACTURING permit. This should include at a minimum the following criteria:

A. Identify all cannabis products manufactured within the permitted premises.
B. Describe quality control procedures.
C. Describe inventory control procedures.
D. Describe the extraction process, equipment and room in which extractions will be conducted.
E. Provide detail as to whether the extraction equipment has been reviewed and certified by a Professional Engineer or Certified Industrial Hygienist.
F. Describe the sanitation procedures.
G. How the Cannabis Business will conform to local and state laws. See MMC 6-5.45 and Title X, as they pertain to Manufacturing.

2.4 Describe the day-to-day operations if you are applying for a TESTING permit. This should include at a minimum the following criteria:

A. Describe the sampling standard operating procedures.
B. Describe procedures for transporting cannabis field samples.
C. Describe the chain of custody for field samples.
D. Describe the quality control procedures.
E. Describe the Laboratory Supervisor/Manager responsibilities and qualifications.
F. Identify location and procedures for storing cannabis products.
G. Describe how the cannabis business will conform to local and State laws. See MMC 6-5.44 and Title X as they pertain to testing labs in the City of Madera.
H. Describe how the cannabis and cannabis products will be tracked and monitored to prevent diversion.
I. Describe the Point-of-Sale system to be used and how it will interact with the State's mandated track and trace system.

2.5 Describe the day-to-day operations if you are applying for a CULTIVATION permit. This should include at a minimum the following criteria:

A. Identify all cannabis products processed within the permitted premises.
B. Describe quality control procedures.
C. Describe inventory control procedures.
D. Describe the cultivation, drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured processes which will be utilized for these activities.
E. Describe the sanitation procedures in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation facility, visitors

to the area, neighboring properties, and to ensure the security of the cannabis cultivation and processing; and to safeguard against diversion of cannabis.

F. How the Cannabis Business will conform to local and State laws. See MMC 6-5.46 and Title X, as they pertain to cultivation and other regulated activities pertaining to this license.

G. Describe the plan for addressing public odor nuisances that may derive from the cultivation facility.

2.6 Describe the day-to-day operations if you are applying for a MICROBUSINESS permit. This should include at a minimum the following criteria:

A. A microbusiness license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.40 and Title X.

B. A microbusiness license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.43 and Title X.

C. A microbusiness license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.45 and Title X.

D. A microbusiness license engaged in cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in Section 6-5.46 and Title X.

2.7 Describe the day-to-day operations if you are applying for a VERTICALLY INTEGRATED permit. This should include at a minimum the following criteria:

A. "Vertical Integration" means a Cannabis Business that will hold a minimum of three (3) non-retail cannabis permit which includes manufacturing, distribution, and at least one cultivation license which shall cultivate at least 20,000 square feet of canopy in the City. A Vertical Integrated business may also be eligible to operate a retail or non-storefront retail business upon evidence of actual operation of at least three non-retail cannabis permit in the City.

B. "Canopy" means the designated area(s) at a licensed premise, except nurseries and processors, that will contain mature plants at any point in time, as follows:

   i. Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries.

   ii. Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots; and

   iii. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation

C. Must demonstrate that the business is owned by one business entity and complies with the definition of 6-5.06 (DD).

D. A vertically integrated license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with MMC Section 6-5.40, Title X, and applicable state laws related to this permitted activity.

E. A vertically integrated license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A, Section A in accordance with

MMC Section 6-5.43, Title X, and all applicable state laws related to this permitted activity.

F. A vertically integrated license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with MMC Section 6-5.45, Title X, and all applicable state laws related to this permitted activity.
G. Premises for a Vertically Integrated permit may consist of a single parcel or multiple parcels which are adjacent, abutting, or contiguous. Parcels may not be separated by a street, alley, highway, or right-of-way, either public or private, except for Retail which may be located on separate property.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees in accordance with Section 6-5.13 (G).

2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.

3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.

4. Identify all positions and their responsibilities.

5. Describe compensation to and opportunities for continuing education and training for employees.

6. Describe whether the cannabis business is committed to offering employees a Living Wage.

7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.

8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the County of Madera. In order to qualify for this criteria, an owner must have lived in the County of Madera for at least one year prior to June 1, 2021.

SECTION C: SAFETY PLAN (300 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.

2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.

3. Describe all accident and incident reporting procedures.

4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for each criterion in this section.
    A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.

2. Premises Diagram: In addition to the site plans submitted for the Proposed Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements of the Bureau of Cannabis Control CCR Title 16, Division 42, §5006 Premises Diagram.
    A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
    B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.
    C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.
    D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4”).
    E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed premises and what activities will be used for the remaining property.

3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.

4. Description of perimeter security, on-site security guards, lighting, and parking.

5. Identify transportation techniques and security procedures.

6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (400 points)

1. Experience – Demonstrate the business owner’s experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing

the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.

2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Madera.

3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (400 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.

2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.

3. Describe odor mitigation practices:
    A. Identify potential sources of odor.
    B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
    C. Describe all proposed staff training and system maintenance plans.

4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.

5. The application should include the following information about the proposed location:
    A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
    B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in MMC sections 6-5.33 and Title X.
    C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.
    D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.
    E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.
    F. Vicinity map.
    G. Photographs of existing site and buildings.
    H. Evidence that the location has access to public transportation for employees or customers.

SECTION G: COMMUNITY BENEFITS AND INVESTMENTS PLAN (500 points)

The cannabis business should describe the benefits the business will provide to the local community, for example by directly aiding, participating in, or funding the work of local non-profits, community-based organizations, civic organizations, or social services organizations. Benefits may be in the form of volunteer services, monetary donations, financial support of City-sponsored activities or organizations, in-kind donations to the City or other charitable organizations and/or any other economic incentives to the City which will help achieve the strategic policy goals of the City Council in permitting cannabis businesses in the City of Madera.

SECTION H: PROPOSED LOCATION (300 points)

In addition to the location related details required in the Security Plan section of this application, the application shall include a thorough narrative description of the proposed location, including but not limited to the overall site, existing and/or proposed building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way, and neighboring businesses on the parcel. Description of floor plans and interior design are not a requirement of this section. In addition to the narrative description of the proposed locations, Applicants shall also include the following items.

1. The CBP applicant must have the appropriate zoning and meet all the locational requirements as described in MMC Section 6-5.33 and Title X.

2. The application shall include photographs of the front (street facing) side of the building. In the event the proposed location is undeveloped land, photographs shall depict the property from all vantage points of the property.

3. The application must include a (Site) diagram depicting all details described in the narrative description of the proposed location. The diagram required for this section need not include a description of any building interior, floor plan or security detail.

Attachment 3b:

Resolution: Establishing Procedure Guidelines and Review Criteria to govern the application and selection process for various types of Cannabis Business Permits

Commercial Cannabis Business Permit – Social Equity Applications

City of Madera

Community Development Department
205 W. 4th Street
Madera, CA 93637
Phone: 559.661.5400
Email: Cannabis@Madera.gov

APPLICATION PROCEDURE GUIDELINES AND REVIEW CRITERIA FOR A COMMERCIAL CANNABIS BUSINESS PERMIT (SOCIAL EQUITY APPLICATIONS)

Application Period
OPENS – TBD
CLOSES – TBD

These Procedure Guidelines apply solely to Social Equity Applications.

NUMBER OF PERMITS

During this application period the City will be allowing up to two (2) Social Equity retail permits.

SOCIAL EQUITY

A "equity applicant" shall be defined per Appendix B of these guidelines.

ORIENTATION "KICK OFF" MEETING

The City will hold a virtual Orientation "Kick Off" Meeting on Wednesday, TBD at 1:00 pm. Pre-registration for the Orientation Meeting is required however, attendance at the Orientation Meeting is not required to apply for a Cannabis Business Permit. The registration link is available on the City's website at https://www.madera.gov/Cannabis-Information.

CONTACT

If you have any questions or would like an update on the status of your application, please contact the Community Development Department at 559.661.5400 or by email at Cannabis@madera.gov.

APPLICABLE REGULATIONS

Information regarding the Commercial Cannabis Business (CCB) Application process can be found on the City's website at https://www.madera.gov. and includes the following:

- Application Procedures Guidelines and Review Criteria
- City of Madera Municipal Code (MMC) Title VI, Chapter 5
- City of Madera Municipal Code (MMC) Title X, Chapter 3 (Zoning Regulations)
- Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement
- Background Check Portal Link
- Commercial Cannabis Business (CCB) Permit Application
- Ownership Acknowledgement Form

To be considered for issuance of a Cannabis Business Permit, final applications must be submitted to the Community Development Department located at the address listed on these procedures by the deadline. There will be no exceptions. These Procedure Guidelines and Review Criteria (hereafter referred to as "Procedures." constitute the application process and are adopted pursuant to the Madera Municipal Code (MMC) Section 6-5.13 and Title X, Chapter 3 (Zoning Regulations).

Applicants should monitor the City's web page for any additional information, FAQs, or updates. It is the responsibility of the Applicant to stay informed of this information.

SOCIAL EQUITY APPLICANT ELIGIBILITY

Pursuant to the City Council's Social Equity Policy for Cannabis Businesses, applicants who are applying as Social Equity applicant must first be evaluated to verify their eligibility in accordance with the City's eligibility criteria, (see Appendix B) before any substantive review of their application can occur. Social Equity applicants must identify themselves as such at the outset by checking the appropriate box on the Commercial Cannabis Business Application. Should it be determined that the Applicant be deemed not eligible for a Social Equity Application will then be given the option to submit their application as a Standard or Vertically Integrated Applicant or withdraw from the process when notified by the City staff.

AMENDMENTS TO THE SOCIAL EQUITY APPLICATION

Applicants will not be allowed to make amendments to their application or to supplement their application, except as otherwise specifically permitted in these procedures, or posted on the City's website as a clarification update, or as authorized in writing by the City Manager or his/her designee.

During Phase IB, City staff and the Consultant will conduct a preliminary evaluation of the applications for completeness and will reject any application that is missing a major component (for example, a Security Plan), notifying the applicant by email that they have been disqualified.

For those Applications which are missing essential information the primary contact will be notified by email if their application is found to be missing minor requirements (for example, signatures/dates on forms, proof of payment receipts, scanned pages in one of the scoring criteria documents, or incorrect formatting or organization of files). If this is the case, the Applicant may be granted five days from the date of the email to submit the required

supplemental information. Should you receive an email from the City we ask that you confirm receipt of it immediately. If the City does not get confirmation from your primary contact within two days, it may, but is not required to, make an attempt to notify the primary contact by phone in case the email went into the recipient's spam folder unnoticed. However, please note should this be the case you will not be provided additional time to complete the curing process so make sure you monitor your incoming or spam email carefully. Furthermore, you may not submit any additional information other than what was requested to cure the minor requirements. Finally, an applicant will be notified if their application is incomplete or if there is any other reason for which they will not be moving forward in the application process.

LIMITATIONS ON MULTIPLE APPLICATIONS

Applicants possessing an ownership interest of ten percent (10%), or more, in a retail, microbusiness, or vertically integrated cannabis permit application shall be limited to submitting only one application which includes retail during this initial process regardless. In order to ensure compliance with the ownership interest concerns every owner on the application which meets the criteria listed in Section 6-5.06 (T) will be required to complete the Ownership Acknowledgement form which is provided on the City's website. However, there will be no limitations on any other permit type which are permitted in the City, (i.e., cultivation, manufacturing, distribution, and testing labs). In addition, the City will only accept a maximum of two of any combination of retail, microbusiness, or vertically integrated application Zoning Verification Letters (ZVL) per property (APN). Furthermore, without exception only one retail, microbusiness or vertically integrated Applicant will be issued a retail permit per location by the City Council in Phase IV and so each Applicant should keep that in mind when selecting a location for their business in which there is more than one Applicant.

CITY'S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may modify, postpone, or cancel the request for a CCB permit without liability, obligation, or commitment to any person, party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any Applicant submitting an application in order to conduct a complete review of the application or an investigation into the truthfulness of the statements set forth in the application or provided at any stage of the application process and if it is not fully responsive to this request for a CCB application.

APPLICATION PROCESS

This application process is adopted pursuant to MMC Section 6-5.13. Review the information regarding the application process and which documents you will need. Before submitting your application, review your application in its entirety to ensure that it is complete and accurate. Review the information regarding the Cannabis Business Permit application process for a CCB on the City webpage provided on page one.

APPLICATION SUBMITTAL REQUIREMENTS

Applications must respond to all requirements outlined in the "Application Procedures & Guidelines for a Cannabis Business Permit." Applicants must submit all required application materials together in one complete comprehensive application package. This can be done in

person, by U.S. Mail, or by common carrier delivery service (e.g. FED EX, UPS, etc.) as long is it a complete application. The application process must be secured in an envelope or box addressed as follows:

Community Development Director
Attn: Cannabis Application Process
City of Madera
205 W. Fourth Street
Madera, CA 93637

The application package must include all the following documents with original signatures for each document as outlined below.

SUBMITTAL DEADLINE

Social Equity Applications have two (2) deadlines. As follows:

1. Phase 1A: TBD
2. Phase 1B:TBD

The following table outlines submittal requirements per Phase:

Phase 1A	Cannabis Business Permit Application (pages 1-3) (Equity Only) to be used for eligibility review.
Phase 1B	Phase 1B-Items: 1. Cannabis Business Permit Application; (This item is required for Phase 1A and 1B) 2. Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement; 3. Agreement on Limitations of City's Liability and Indemnification to City; 4. Application fee and Background Check fee(s); and 5. Owner Acknowledgment Agreement

Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. It is not responsive to this Cannabis Business Permit application and the Procedure Guidelines for a Cannabis Business Permit.

2. The issuance of the Cannabis Business Permit for the proposed location does not comply with State law, MMC Title 6, Chapter 5 and/or Title X, Chapter 3 (Zoning Code Regulations).

FLASH DRIVE CONTENT

In addition, all Applicants must submit a USB flash drive containing one complete copy of the application package per the requirements as outlined in the below format. The application package and application fees must be received by the Community Development Department at the same time.

Responses to the Evaluation Criteria (Sections A-G found in Appendix A of the Application Procedures & Guidelines) shall be limited to 200 pages. Responses pertaining to Backgrounds, Proof of Capitalization, Zoning Verification Letter, and Property Owner Consent/Lease Agreements, Property Owner/Landlord Affidavit, Owner Acknowledgement Agreement shall not be included in the 200-page limitation. Those responses should be saved in PDF files that are separate from the Evaluation Criteria (see below).

All materials must be submitted on a USB flash drive in a PDF format in the following files. You must submit the files in the correct format and organized correctly or your application may be rejected.

PDF File #1	Cannabis Business Permit Application (pages 1-3), Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement (pages F1-F3), Agreement on Limitations of City Liability, and Certification, Assurances, Warranties, and Indemnification to City (pages F4-F6), proof of insurance or a letter of insurability; and Owners Acknowledgement Agreement. All copied documents shall display required signatures to be deemed complete.
PDF File #2	Evaluation Criteria (Responses to Sections A-G of Appendix A limited to 200 pages)
PDF File #3	Background Check documentation (All required documents for each owner). Upon submission of the online background application, Applicants will receive an email confirmation. This confirmation needs to be printed, scanned, and included within PDF File #3.
PDF File #4	Proof of Capitalization (Appropriate bank statements, loan documents, promissory notes, financial and commitment letters)
PDF File #5	Zoning Verification Letter (ZVL) which shows the correct location, unit, space, or suite number in the building being used. Proof of Insurance or a letter showing proof of insurability by a qualified insurance company which shows the location being insured in City of Madera, the type of activity being insured, and the name of the business being insured. Copies from another business location in another city owned by the Applicant will not be accepted.

CRIMINAL BACKGROUND CHECK

Each Owner as defined in Section 6-5.06 (T) must undergo a criminal history background check to demonstrate they do not provide "good cause" for denial per MMC Sections 6-5.08 and 6-5.38K. The background check will be used to help verify the Social Equity eligibility requirements and ensure that the applicants meet the criteria. Owners who do not meet the criminal history eligibility requirements of Section 6-5.38K will be disqualified. The background form can be found online at:

https://hdlcompanies.formstack.com/forms/bc_maderacity.

In addition, each successful applicant will be asked to submit to a Live Scan as part of the background check as determined by the Chief of Police. Prior to being issued a permit the

Applicant's primary contact will be notified by email with the instructions on how to schedule the Live Scan appointment.

The initial background check fee for each owner shall be $300.00. This process will be required to meet the minimum threshold qualifications pursuant to MMC Section 6-5.38K. The results of the background check along with the City-issued Zoning Verification Letter must be included with the CCB Application (Phase I).

ZONING VERIFICATION LETTER (ZVL)

Prior to submitting a CCB application (Phase I), an Applicant must obtain a Zoning Verification Letter from the Community Development Department. To secure this letter, an Applicant must make a written request to the Community Development Department which should specify the intended use of the building (i.e., Cultivation, Manufacturing, Distribution, Retail, Microbusiness or Vertically Integrated), and the proposed building location. Please advise the City if you currently occupy the premises or if there is a tenant currently occupying the premises and what type of business activity is being conducted.

The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a "permit" within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. A regulatory permit for a CCB does not constitute a permit that runs with the land on which the cannabis business is established.

FEES

All applicants will be required to submit a fee of $TBD. This amount will be charged against time spent by City staff and the Consultant in reviewing applications and administrating the application process. Applicants are advised that they may be required to pay additional amounts as required for the sole purpose of the City's completion of the application review process. However, there will also be a separate fee for the Zoning Verification Letter (ZVL) of $TBD per site and the Background Check Fee of $300. For the successful Applicants there will also be a Live Scan Fee of $TBD prior to obtaining the Cannabis Business Permit or at a time determined by the Police Chief.

Payment must be made by a certified check, cashier's check or money order made payable to the City of Madera. Please note the City will not accept cash or credit cards and application fees are non-refundable once the City has begun reviewing the application.

APPLICATION REVIEW, SCORING, AND APPROVAL PROCESS

PHASE IA: SOCIAL EQUITY REGISTRATION AND ELIGIBILTY

Upon receiving a completed (CCB) application, City staff will review the materials to determine eligibility under the City's Council Social Equity established criteria in accordance with Appendix B of these procedures. Applicants will be notified as soon as possible if they do not qualify under the Social Equity criteria and will be given the

option to apply under the Standard or Vertical Integrated application process respectfully or withdraw from the process.

PHASE 1B: DETERMINATION OF ELIGIBILITY

Applications will be reviewed for completeness and compliance to meet the minimum submittal requirements. The determination of eligibility will be based on the criteria outlined in these procedures and as described in Appendix A. However, the criteria will be evaluated and scored with the process adopted in these procedures in accordance with MMC Chapter 6-5.13 and may be amended as provided in MMC Section 6-5.49 A & C in writing for clarification to application submittal questions which will be posted in the FAQ section of the Cannabis Information webpage and shall go into full effect immediately upon being posted on the website.

PHASE II: APPLICATION EVALUATION AND REVIEW (2,700 points)

During Phase II, the City and/or consultant will review and score each application using a merit-based system. At a minimum the top ten (10) applicants who score a minimum of 90% or higher (2,430 points) in Phase II may be eligible to advance to Phase III. However, the City may at its sole discretion select more than ten (10) applicants based on the quantity and the overall quality of applications the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

See APPENDIX A for a description of the evaluation criteria:

- Section A. Business Plan (400 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (300 points)
- Section D. Security Plan (300 points)
- Section E. Qualifications of Owners (400 Points)
- Section F. Neighborhood Compatibility (400 Points)
- Section G. Community Benefits and Investments Plan (500 Points)

PHASE III: PUBLIC MEETING

Upon the completion of Phase II, the City Manager or his/her designee will tabulate the scores of all applicants from Phase II to create a final ranking which will be used to form the basis for determining who will be invited to participate in the Public Meeting and subsequently presented to the City Council for final consideration. Should there be a tie in any scoring, the City Manager shall force rank each of the applicants who participated in Phase II, in order to establish an eligibility list and therefore the decision on who moves on will not be solely determined by the scores alone.

The Public Meeting will be set to allow concerns of residents, businesses, and community organizations alike to be brought before the City. The City staff will conduct the Public Meeting pursuant to MMC Section 6-5.14 prior to presenting a report of its final rankings to the City Council in Phase IV. Those applicants selected to participate in the Public Meeting will be invited to attend and will be given an opportunity to address any concerns from the public presentation.

In addition, since the location will not be a scored criteria for the Social Equity process

Applicants which are eligible to participate in Phase III shall be given the opportunity to request a new location for their business application from any property which has qualified under the Standard, Social Equity or Vertically Integrated process and will not be used by any Applicant still in the running for Phase III, or which was subsequently not awarded a permit by the City Council in Phase IV. However, if Applicant switches properties, it must be done prior to participating in Phase III and Phase IV in order to allow for proper vetting at the Public Meeting and by the City Council during the final selection.

PHASE IV: CITY COUNCIL INTERVIEWS AND FINAL DECISION

Upon the completion of Phase III, the City Manager will present to the City Council the top Applicants from the Phase II process together with a summary report of the Public Meeting to the City Council. The City Council will interview those top Applicants to make a final determination as to which applicant(s) will be awarded a CCB permit. Each Applicant should be prepared to conduct a brief presentation in order to be interviewed by the City Council. Further details as to date, time, place, and length of presentation will be provided prior to the City Council interviews.

After the City Council has made a determination as to who if any Applicants will be awarded a CCB permit and as a condition of issuance of the regulatory permit, the operator of each cannabis facility shall enter into a Community Benefit Agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 6-5.37.C, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

In addition, any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of Madera's approval, if and when a Community Benefit Agreement is executed. Upon successfully negotiations in this phase of the process the Applicant will then be authorized to proceed to apply for any required land use permits (site plan) and a business license and related approvals.

Any Applicant wishing to appeal Phase I and Phase II of the Application Process may appeal to the City Manager or appointed hearing officer depending on the type of appeal requested within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a permit. Such appeals shall comply with the requirements of MMC Sections 6-5.20 through 6-5.26. Any decision made by the City Council to award or not to award a cannabis business permit shall be final and shall not be subject to appeal.

NOTE: Being awarded a CCB permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities in charge of said permits. Nor does the award of a CCB permit guarantee that the plans submitted via the CCB application process meet the standards or requirements in MMC Title X, Chapter 3 and any other permit requirements from other City departments or agencies.

APPENDIX B

I. EQUITY PERMIT PROGRAM

The Madera City Council has expressed interest in creating a Social Equity Permitting process that addresses disparities in the cannabis industry by prioritizing the victims of the war on drugs and minimizing barriers of entry into the industry. The first step in creating such a process is the establishment of the Equity Permit Application Eligibility.

A. An "equity applicant" shall be defined as an applicant whose ownership or owner meets the following criteria:
   a. Is currently a resident of the County of Madera and has been for at least five years;
   b. Was arrested after November 5, 1996, and convicted of a cannabis crime in Madera County, California.
   c. Has an annual household income at or less than the Madera County Area Median as specified annually by the US Census Bureau. The Madera County Area Median Income for 2021 is $70,700 for a household size of four (4) persons. The following table identifies the adjustments to the Area Median Income limits based on different household sizes:

Household Size	Income Limit
One person	$ 49,500
Two people	$ 56,550
Three people	$ 63,650
Four people	$ 70,700
Five people	$ 76,350
Six people	$ 82,000
Seven people	$ 87,650
Eight or more	$ 93,300

B. Equity Applicant Verification Process
   a. An applicant's eligibility shall be determined at Phase 1A of the Social Equity application process. If the applicant fails to qualify as an Equity Applicant, the applicant may apply for a Standard or Vertically Integrated business and be subject to those application procedure requirements respectively.
   b. Each owner of the Social Equity application will be required to complete the Criminal Background Check on the background portal and pay the appropriate fees. The background check will be used to help verify the eligibility requirements and ensure that the

applicant(s) meets the qualifications.

c. Proof of Income
    i. A copy of owner's federal tax returns for the past two years and at least one of the following two documents:
        1. Two months of pay stubs, current Profit and Loss Statement or Balance Sheet
        2. Proof of current eligibility for General Assistance, Food Stamps, Medical/CALWORKs or Supplemental Security Income or Social Security Disability (SSI/SSDI).
d. Proof of Residency
    i. Provide at least two of the following documents, evidencing five years of residency:
        1. California Driver's record or Identification Card record
        2. Property tax billing and payment records
        3. Verified copies of state or federal income tax returns where a Madera County address is listed as the primary address
        4. School records
        5. Medical records
        6. Banking records
        7. Madera County Housing Authority records
    ii. Documents demonstrating residency in 2021 can be used for proof of current residency only; they will not be considered proof of a year of residency.
e. Proof of Conviction
    i. Proof of conviction shall be demonstrated through the following documents:
        1. Court records
        2. Probation documents
        3. Department of Corrections or Federal Bureau of Prisons documentation that clearly indicates the arrest occurred in Madera County.

C. Definition of Owner: For purposes of Section A and B of the Social Equity Program a "Owner" shall be defined as an individual or entity who was identified as owning 51% or more of the Social Equity Application applying for a Commercial Cannabis Business Permit (CCB). The individual or entity must own at least 51% of the business entity submitting the cannabis application. If 51% or more of the ownership of the CCB is held by an entity, that entity must be the same entity requesting the CCB application.

Attachment 3c:

Resolution: Establishing Procedure Guidelines and Review Criteria to govern the application and selection process for various types of Cannabis Business Permits

Commercial Cannabis Business Permit – Vertically Integrated, Cultivation, Distribution, Manufacturing, and Test Labs Applications

City of Madera

Community Development Department
205 W. 4th Street
Madera, CA 93637
Phone: 559.661.5400
Email: Cannabis@Madera.gov

APPLICATION PROCEDURE GUIDELINES AND REVIEW CRITERIA FOR A COMMERCIAL CANNABIS BUSINESS PERMIT (VERTICALLY INTEGRATED, CULTIVATION, DISTRIBUTION, MANUFACTURING, TESTING LABS APPLICATIONS)

Application Period
OPENS – TBD

These Procedure Guidelines apply solely to Vertically Integrated Cultivation, Distribution, Manufacturing, and Testing Labs.

NUMBER OF PERMITS

During this application period the City will allow an unlimited number of permits.

VERTICAL INTEGRATION

"Vertical Integration" means a Cannabis Business that will hold a minimum of three (3) non-retail cannabis permits which includes manufacturing, distribution, and at least one cultivation license which shall cultivate at least 20,000 square feet of canopy in the City. A Vertical Integrated business may also be eligible to operate a retail or non-storefront retail business upon evidence of actual operation of at least three non-retail cannabis permits in the City.

The Cultivation, Manufacturer, and Distribution shall be located on the same property. A Retail business may be located on the same property where the other three license types exist, or it may be located off-site, on a separate property. The Retail business must comply with the underlying requirements of said zone district. A Retail business under this definition will not count as one of the six Retail permits.

ORIENTATION "KICK OFF" MEETING

The City will hold a virtual Orientation "Kick Off" Meeting on TBD at 1:00 pm. Pre-registration for the Orientation Meeting is required however, attendance at the Orientation Meeting is not required to apply for a Cannabis Business Permit. The registration link is available on the City's website at https://www.madera.gov/Cannabis-Information.

CONTACT

If you have any questions or would like an update on the status of your application, please contact the Community Development Department at 559.661.5400 or by email at Cannabis@madera.gov.

APPLICABLE REGULATIONS

Information regarding the Commercial Cannabis Business (CCB) Application process can be found on the City's website at https://www.madera.gov. and includes the following:

- Application Procedures Guidelines and Review Criteria
- City of Madera Municipal Code (MMC) Title VI, Chapter 5
- City of Madera Municipal Code (MMC) Title X, Chapter 3 (Zoning Regulations)
- Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement
- Background Check Portal Link
- Commercial Cannabis Business (CCB) Permit Application
- Ownership Acknowledgement Form

To be considered for issuance of a Cannabis Business Permit, final applications must be submitted to the Community Development Department located at the address listed on these procedures by the deadline. There will be no exceptions. These Procedure Guidelines and Review Criteria (hereafter referred to as "Procedures." constitute the application process and are adopted pursuant to the Madera Municipal Code (MMC) Section 6-5.13 and Title X, Chapter 3 (Zoning Regulations).

Applicants should monitor the City's web page for any additional information, FAQs, or updates. It is the responsibility of the Applicant to stay informed of this information.

AMENDMENTS TO THE APPLICATION

During Phase I, City staff and the Consultant will conduct a preliminary evaluation of the applications for completeness. Any amendments to the application will be in accordance with the instructions in Phase II of the application process.

LIMITATIONS ON MULTIPLE APPLICATIONS

Applicants possessing an ownership interest of ten percent (10%), or more, in a retail, microbusiness, or vertically integrated cannabis permit application shall be limited to submitting only one application which includes retail during this initial process. In order to ensure compliance with the ownership interest concerns every owner on the application which meets the criteria listed in Section 6-5.06 (T) will be required to complete the Ownership Acknowledgement form which is provided on the City's website. However, there will be no limitations on any other permit types which are permitted in the City, (i.e., cultivation, manufacturing, distribution, and testing labs). In addition, the City will only accept a maximum of two of any combination of retail, microbusiness, or vertically integrated application Zoning Verification Letters (ZVL) per property (APN). Furthermore, without exception only one retail, microbusiness or vertically integrated Applicant will be issued a retail permit per location by the City Council in Phase IV and so each Applicant should keep that in mind when selecting a location for their business in which there is more than one Applicant.

CITY'S RESERVATION OF RIGHTS

The City reserves the right to reject any and/or all applications, with or without cause or reason. The City may modify, postpone, or cancel the request for a CCB permit without liability, obligation, or commitment to any person, party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any Applicant submitting an application in order to conduct a complete review of the application or an investigation into the truthfulness of the statements set forth in the application or provided at any stage of the application process and if it is not fully responsive to this request for a CCB application.

APPLICATION PROCESS

This application process is adopted pursuant to MMC Section 6-5.13. Review the information regarding the application process and which documents you will need. Before submitting your application, review your application in its entirety to ensure that it is complete and accurate. Review the information regarding the Cannabis Business Permit application process for a CCB on the City webpage provided on page one.

APPLICATION SUBMITTAL REQUIREMENTS

Applications must respond to all requirements outlined in the "Application Procedures & Guidelines for a Cannabis Business Permit." Applicants must submit all required application materials together in one complete comprehensive application package. This can be done in person, by U.S. Mail, or by common carrier delivery service (e.g. FED EX, UPS, etc.) as long is it a complete application. The application process must be secured in an envelope or box addressed as follows:

Community Development Director
Attn: Cannabis Application Process
City of Madera
205 W. Fourth Street
Madera, CA 93637

The application package must include all the following documents with original signatures for each document.

1. Cannabis Business Permit Application;
2. Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement;
3. Agreement on Limitations of City's Liability and Indemnification to City;
4. Application fee and Background Check fee(s); and
5. Business Owner Acknowledgment Agreement
6. Property Owner Consent/Lease Agreement

SUBMITTAL DEADLINE

The application period to apply for Vertically Integrated, cultivation, distribution, manufacturing, and testing labs applications will remain open until the City posts on its website that the process will cease 30 days from when the notice is posted.

Applications submitted within the initial 30 days will be processed prior to those submitted after the initial 30-day review period.

Furthermore, an application RISKS BEING REJECTED for the following reasons:

1. It is not responsive to this Cannabis Business Permit application and the Procedure Guidelines for a Cannabis Business Permit.
2. The issuance of the Cannabis Business Permit for the proposed location does not comply with State law, MMC Title VI, Chapter 5 and/or Title X, Chapter 3 (Zoning Code Regulations).

FLASH DRIVE CONTENT

In addition, all Applicants must submit a USB flash drive containing one complete copy of the application package per the requirements as outlined in the below format. The application package and application fees must be received by the Community Development Department at the same time.

Responses to the Evaluation Criteria (Sections A-H found in Appendix A of the Application Procedures & Guidelines) shall be limited to 200 pages. Responses pertaining to Backgrounds, Proof of Capitalization, Zoning Verification Letter, and Property Owner Consent/Lease Agreement, Property Owner/Landlord Affidavit, Owner Acknowledgement Agreement shall not be included in the 200-page limitation. Those responses should be saved in PDF files that are separate from the Evaluation Criteria (see below).

All materials must be submitted on a USB flash drive in a PDF format in the following files. You must submit the files in the correct format and organized correctly or your application may be rejected.

PDF File #1	Cannabis Business Permit Application (pages 1-3), Financial Responsibility, Indemnity and Consent to Inspection Terms Agreement (pages F1-F3), Agreement on Limitations of City Liability, and Certification, Assurances, Warranties, and Indemnification to City (pages F4-F6), proof of insurance or a letter of insurability; Business Owners Acknowledgement Agreement and Property Owners Consent/Lease Agreement. All copied documents shall display required signatures to be deemed complete.
PDF File #2	Evaluation Criteria (Responses to Sections A-H of Appendix A limited to 200 pages)
PDF File #3	Background Check documentation (All required documents for each owner). Upon submission of the online background application, Applicants will receive an email confirmation. This confirmation needs to be printed, scanned, and included within PDF File #3.
PDF File #4	Proof of Capitalization (Appropriate bank statements, loan documents, promissory notes, financial and commitment letters)

PDF File #5	Zoning Verification Letter (ZVL) which shows the correct location, unit, space, or suite number in the building being used. Proof of Insurance or a letter showing proof of insurability by a qualified insurance company which shows the location being insured in City of Madera, the type of activity being insured, and the name of the business being insured. Copies from another business location in another city owned by the Applicant will not be accepted.

CRIMINAL BACKGROUND CHECK

Each Owner as defined in Section 6-5.06 (T) must undergo a criminal history background check to demonstrate they do not provide "good cause" for denial per MMC Sections 6-5.08 and 6-5.38K. Owners who do not meet the criminal history eligibility requirements of Section 6-5.38K will be disqualified. The background form can be found online at:

https://hdlcompanies.formstack.com/forms/bc_maderacity.

In addition, each successful applicant will be asked to submit to a Live Scan as part of the background check as determined by the Chief of Police. Prior to being issued a permit the Applicant's primary contact will be notified by email with the instructions on how to schedule the Live Scan appointment.

The initial background check fee for each owner shall be $300.00. This process will be required to meet the minimum threshold qualifications pursuant to MMC Section 6-5.38K. The results of the background check along with the City-issued Zoning Verification Letter must be included with the CCB Application (Phase I).

ZONING VERIFICATION LETTER (ZVL)

Prior to submitting a CCB application (Phase I), an Applicant must obtain a Zoning Verification Letter from the Community Development Department. To secure this letter, an Applicant must make a written request to the Community Development Department which should specify the intended use of the building (i.e., Cultivation, Manufacturing, Distribution, Retail, Microbusiness or Vertically Integrated), and the proposed building location. Please advise the City if you currently occupy the premises or if there is a tenant currently occupying the premises and what type of business activity is being conducted.

The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a "permit" within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. A regulatory permit for a CCB does not constitute a permit that runs with the land on which the cannabis business is established.

FEES

All applicants will be required to submit a fee of $TBD. This amount will be charged against time spent by City staff and the Consultant in reviewing applications and administrating the application process. Applicants are advised that they may be required to pay additional amounts as required for the sole purpose of the City's completion of the application review process. However, there will also be a separate fee for the Zoning Verification Letter (ZVL) of $TBD per site and the Background Check Fee of $300. For the successful Applicants there will

also be a Live Scan Fee of $TBD prior to obtaining the Cannabis Business Permit or at a time determined by the Police Chief.

Payment must be made by a certified check, cashier's check or money order made payable to the City of Madera. Please note the City will not accept cash or credit cards and application fees are non-refundable once the City has begun reviewing the application.

APPLICATION REVIEW, SCORING, AND APPROVAL PROCESS

PHASE I: DETERMINATION OF ELIGIBILITY

Applications will be reviewed for completeness and compliance to meet the minimum submittal requirements. The determination of eligibility will be based on the criteria outlined in these procedures and as described in Appendix A. However, the criteria will be evaluated and scored with the process adopted in these procedures in accordance with MMC Chapter 6-5.13 and may be amended as provided in MMC Section 6-5.49 A & C in writing for clarification to application submittal questions which will be posted in the FAQ section of the Cannabis Information webpage and shall go into full effect immediately upon being posted on the website.

PHASE II: APPLICATION EVALUATION AND REVIEW (3,000 points)

Application will be evaluated and scored on a pass/fail process based on the review criteria listed below. See Appendix A for a detailed description of the evaluation criteria:

- Section A. Business Plan (400 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (300 points)
- Section D. Security Plan (300 points)
- Section E - Qualifications of Owners (400 Points)
- Section F - Neighborhood Compatibility (400 Points)
- Section G - Community Benefits and Investments Plan (500 Points)
- Section H - Proposed Location (300 Points)

Those applications which score a minimum of 80% (2,400) in Phase II will move on to Phase III of the application process. However, should it be determined to be deficient and not meeting the minimum score of 80% the Applicant will be notified of what areas of the application needs to be cured. In order to receive a passing score, the Applicant will need to resubmit those sections of the required criteria deemed to be deficient and these materials need to be submitted all at the same time.

Should the Applicant fail to meet the requirements the second time they will be disqualified. In situations that this occurs the Applicant may reapply but will be subject to a new application fee. Any Applicant which fails to successfully pass the application process the second time will be given up to (60) days to reapply and will only be given one more chance to pass.

PHASE III: PUBLIC MEETING

For those Applicants which pass Phase II they will be invited to participate in the Public Meeting and subsequently presented to the City Council. The Public Meeting will be set to allow concerns of residents, businesses, and community organizations alike to be brought before the

City. The City staff will conduct the Public Meeting pursuant to MMC Section 6-5.14 prior to presenting a report of its final review to the City Council. Those applicants selected to participate in the Public Meeting will be invited to attend and will be given an opportunity to address any concerns from the public presentation.

PHASE IV: CITY MANAGERS REPORT AND CITY COUNCILS' FINAL DECISION

Upon the completion of Phase III, the City Manager will prepare a staff report to the City Council. However, in this process Applicants will not be asked to conduct a presentation but they should be prepared to attend the scheduled City Council meeting in order to respond to questions. Further details as to date, time, place, will be provided to the Applicants prior to the City Council meeting.

After the City Council has made a determination as to who if any Applicants will be awarded a CCB permit and as a condition of issuance of the regulatory permit, the operator of each cannabis facility shall enter into a Community Benefit Agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 6-5.37.C, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

In addition, any community benefits that a commercial cannabis business agrees to provide shall be incorporated into the terms and conditions under which the commercial cannabis business will operate with the City of Madera's approval, if and when a Community Benefit Agreement is executed. Upon successfully negotiations in this phase of the process the Applicant will then be authorized to proceed to apply for a related planning permit approvals and a business license.

Any Applicant wishing to appeal Phase I through Phase III of the Application Process may appeal to the City Manager or appointed hearing officer depending on the type of appeal requested within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a permit. Such appeals shall comply with the requirements of MMC Sections 6-5.20 through 6-5.26. Any decision made by the City Council to award or not to award a cannabis permit shall be final and shall not be subject to appeal.

NOTE: Being awarded a CCB permit does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including: electrical, plumbing, fire, Community Development Department permits or reviews, and any other permits, licenses, or reviews as deemed necessary by the relevant departments or governmental entities in charge of said permits. Nor does the award of a CCB permit guarantee that the plans submitted via the CCB application process meet the standards or requirements in MMC Title X, Chapter 3 and any other permit requirements from other City departments or agencies.

APPENDIX A: EVALUATION CRITERIA

The City is a public agency subject to the California Public Records Act ("CPRA"). In the event a request for information under the CPRA seeks disclosure of application materials marked by Applicant as "Confidential Information," the City will make reasonable efforts to provide notice to Applicant prior to such disclosure to allow Applicant to seek a protective order, injunctive relief, or other appropriate remedy. If Applicant contends any designated application materials are exempt from the CPRA and wishes to prevent disclosure, it is required, at its own cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City's deadline to respond to the CPRA request. If Applicant fails to obtain such a remedy before the deadline for the City's response to the CPRA request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

SECTION A: BUSINESS PLAN (400 points)

1. Finances* – A budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
    A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
    B. A pro forma for at least three years of operations.
    C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.

2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.

2.1 Describe the day-to-day operations if you are applying for a RETAIL permit. This should include at a minimum the following criteria:
    A. Describe customer check-in procedures.
    B. Identify location and procedures for receiving deliveries during business hours.
    C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
    D. Estimate the number of customers to be served per hour/day.
    E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
    F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
    G. How the Cannabis Business will conform to local and state laws. See MMC Sections 6-5.40 and Title X as they pertain to retail establishments in the City of Madera.
    H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state's mandated track and trace system.

2.2 Describe the day-to-day operations if you are applying for a DISTRIBUTION permit. This should include at a minimum the following criteria:

A. Identify the number of delivery drivers, hours of delivery and vehicles to be used.
B. Describe the transportation security procedures.
C. Describe how inventory will be received, processed, stored, and secured in the permitted premises.
D. Describe the quality control procedures designed to ensure all cannabis is properly packaged, labeled, and tested.
E. How the Cannabis Business will conform to local and state laws. See MMC 6-5.43 and Title X as they pertain to Distribution.

2.3 Describe the day-to-day operations if you are applying for a MANUFACTURING permit. This should include at a minimum the following criteria:

A. Identify all cannabis products manufactured within the permitted premises.
B. Describe quality control procedures.
C. Describe inventory control procedures.
D. Describe the extraction process, equipment and room in which extractions will be conducted.
E. Provide detail as to whether the extraction equipment has been reviewed and certified by a Professional Engineer or Certified Industrial Hygienist.
F. Describe the sanitation procedures.
G. How the Cannabis Business will conform to local and state laws. See MMC 6-5.45 and Title X, as they pertain to Manufacturing.

2.4 Describe the day-to-day operations if you are applying for a TESTING permit. This should include at a minimum the following criteria:

A. Describe the sampling standard operating procedures.
B. Describe procedures for transporting cannabis field samples.
C. Describe the chain of custody for field samples.
D. Describe the quality control procedures.
E. Describe the Laboratory Supervisor/Manager responsibilities and qualifications.
F. Identify location and procedures for storing cannabis products.
G. Describe how the cannabis business will conform to local and State laws. See MMC 6-5.44 and Title X as they pertain to testing labs in the City of Madera.
H. Describe how the cannabis and cannabis products will be tracked and monitored to prevent diversion.
I. Describe the Point-of-Sale system to be used and how it will interact with the State's mandated track and trace system.

2.5 Describe the day-to-day operations if you are applying for a CULTIVATION permit. This should include at a minimum the following criteria:

A. Identify all cannabis products processed within the permitted premises.
B. Describe quality control procedures.
C. Describe inventory control procedures.
D. Describe the cultivation, drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured processes which will be utilized for these activities.
E. Describe the sanitation procedures in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation facility, visitors

to the area, neighboring properties, and to ensure the security of the cannabis cultivation and processing; and to safeguard against diversion of cannabis.

F. How the Cannabis Business will conform to local and State laws. See MMC 6-5.46 and Title X, as they pertain to cultivation and other regulated activities pertaining to this license.

G. Describe the plan for addressing public odor nuisances that may derive from the cultivation facility.

2.6 Describe the day-to-day operations if you are applying for a MICROBUSINESS permit. This should include at a minimum the following criteria:

A. A microbusiness license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.40 and Title X.

B. A microbusiness license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.43 and Title X.

C. A microbusiness license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in MMC Section 6-5.45 and Title X.

D. A microbusiness license engaged in cultivation shall describe all the requirements in subsection 2.5 of Appendix A, Section A in accordance with CCR §5500 and applicable requirements in Section 6-5.46 and Title X.

2.7 Describe the day-to-day operations if you are applying for a VERTICALLY INTEGRATED permit. This should include at a minimum the following criteria:

A. “Vertical Integration” means a Cannabis Business that will hold a minimum of three (3) non-retail cannabis permit which includes manufacturing, distribution, and at least one cultivation license which shall cultivate at least 20,000 square feet of canopy in the City. A Vertical Integrated business may also be eligible to operate a retail or non-storefront retail business upon evidence of actual operation of at least three non-retail cannabis permit in the City.

B. “Canopy” means the designated area(s) at a licensed premise, except nurseries and processors, that will contain mature plants at any point in time, as follows:

   i. Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries.

   ii. Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots; and

   iii. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation

C. Must demonstrate that the business is owned by one business entity and complies with the definition of 6-5.06 (DD).

D. A vertically integrated license engaged in retail shall describe all the requirements in subsection 2.1 of Appendix A, Section A in accordance with MMC Section 6-5.40, Title X, and applicable state laws related to this permitted activity.

E. A vertically integrated license engaged in distribution shall describe all the requirements in subsection 2.2 of Appendix A, Section A in accordance with

MMC Section 6-5.43, Title X, and all applicable state laws related to this permitted activity.

F. A vertically integrated license engaged in manufacturing shall describe all the requirements in subsection 2.3 of Appendix A, Section A in accordance with MMC Section 6-5.45, Title X, and all applicable state laws related to this permitted activity.
G. Premises for a Vertically Integrated permit may consist of a single parcel or multiple parcels which are adjacent, abutting, or contiguous. Parcels may not be separated by a street, alley, highway, or right-of-way, either public or private, except for Retail which may be located on separate property.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees in accordance with Section 6-5.13 (G).

2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.

3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.

4. Identify all positions and their responsibilities.

5. Describe compensation to and opportunities for continuing education and training for employees.

6. Describe whether the cannabis business is committed to offering employees a Living Wage.

7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.

8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the County of Madera. In order to qualify for this criteria, an owner must have lived in the County of Madera for at least one year prior to June 1, 2021.

SECTION C: SAFETY PLAN (300 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.

2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.

3. Describe all accident and incident reporting procedures.

4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for each criterion in this section.
    A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.

2. Premises Diagram: In addition to the site plans submitted for the Proposed Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements of the Bureau of Cannabis Control CCR Title 16, Division 42, §5006 Premises Diagram.
    A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
    B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.
    C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.
    D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4”).
    E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed premises and what activities will be used for the remaining property.

3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.

4. Description of perimeter security, on-site security guards, lighting, and parking.

5. Identify transportation techniques and security procedures.

6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (400 points)

1. Experience – Demonstrate the business owner’s experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing

the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.

2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Madera.

3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (400 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.

2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.

3. Describe odor mitigation practices:
    A. Identify potential sources of odor.
    B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
    C. Describe all proposed staff training and system maintenance plans.

4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.

5. The application should include the following information about the proposed location:
    A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
    B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in MMC sections 6-5.33 and Title X.
    C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.
    D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.
    E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.
    F. Vicinity map.
    G. Photographs of existing site and buildings.
    H. Evidence that the location has access to public transportation for employees or customers.

SECTION G: COMMUNITY BENEFITS AND INVESTMENTS PLAN (500 points)

The cannabis business should describe the benefits the business will provide to the local community, for example by directly aiding, participating in, or funding the work of local non-profits, community-based organizations, civic organizations, or social services organizations. Benefits may be in the form of volunteer services, monetary donations, financial support of City-sponsored activities or organizations, in-kind donations to the City or other charitable organizations and/or any other economic incentives to the City which will help achieve the strategic policy goals of the City Council in permitting cannabis businesses in the City of Madera.

SECTION H: PROPOSED LOCATION (300 points)

In addition to the location related details required in the Security Plan section of this application, the application shall include a thorough narrative description of the proposed location, including but not limited to the overall site, existing and/or proposed building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way, and neighboring businesses on the parcel. Description of floor plans and interior design are not a requirement of this section. In addition to the narrative description of the proposed locations, Applicants shall also include the following items.

1. The CBP applicant must have the appropriate zoning and meet all the locational requirements as described in MMC Section 6-5.33 and Title X.

2. The application shall include photographs of the front (street facing) side of the building. In the event the proposed location is undeveloped land, photographs shall depict the property from all vantage points of the property.

3. The application must include a (Site) diagram depicting all details described in the narrative description of the proposed location. The diagram required for this section need not include a description of any building interior, floor plan or security detail.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Item Number: D-4

SUBJECT:

Acceptance of Fresno River Trail – Union Pacific Railroad (UPRR) & Gateway Drive Undercrossing Project, Federal Project No. ATPCML 5157 (100), City Project No. PK-08

RECOMMENDATION:

Staff recommends that the City Council approve Minute Order Approving:

1. Acceptance of the Construction of Fresno River Trail - UPRR & Gateway Drive Undercrossing Project, Federal Project No. ATPCML 5157 (100), City Project No. PK-08.
2. The Recording of Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

SUMMARY:

The City Council (Council), at its October 9, 2019, meeting, awarded a contract to Truxell & Valentino Landscape Development, Inc., for the Project in the amount of $1,011,851. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the Project.

BACKGROUND:

The project included construction of a Class I concrete bicycle and pedestrian trail along the north bank of the Fresno River, clearing and grubbing, excavation and grading, steel protective canopy structures at the UPRR crossing, drainage improvements, concrete retaining walls, fencing and erosion protection. The project connects to the existing trail along the north side of the Fresno River in the park area along Riverside Drive at Sonora Street and continues underneath the UPRR bridge, underneath the Gateway Drive bridge, and follows a switchback pattern back up the bank to connect to the sidewalk on the west side of Gateway Drive leading to Rotary Park.

A brief history of the project:

- The Fresno River Trail – UPRR and Gateway Drive Undercrossing Project was initially presented to the Council in January 2005 on a list of projects to submit for Congestion Mitigation and Air Quality (CMAQ) Grant funding administered by the Madera County Transportation Commission (MCTC). It was the only City-nominated project that received grant funding that cycle.
- In 2008, the Parks Department initiated a contract with Lars Anderson & Associates for engineering services for the project.
- Negotiations with UPRR stalled around 2010 due to loss of Transportation Enhancement funds and changeover in UPRR staff.
- In 2013, Engineering resubmitted the project to UPRR. The new UPRR Manager of Industry and Public Projects for this region and her successor supported and helped moved this project through the tedious approval process of a new crossing that required special exceptions due to the shallow depth of the trail under the railroad bridge. The Agreement with UPRR was finalized in May 2018.
- The City successfully secured additional federal grant funding from the Active Transportation Program (ATP) and was able to keep the project moving forward.
- Project was first advertised for construction on August 28, 2019.

In addition to approvals from UPRR, the Project required coordination with many other agencies for various agreements, permits and approvals. This included:

A. *California Department of Fish & Wildlife (DFW)*: Staff secured a Streambed Alteration Agreement from DFW

B. *California Public Utilities Commission (CPUC)*: Approval of the new railroad undercrossing from the CPUC

C. *Central Valley Regional Water Quality Control Board (CVRWQCB)*: Permission from the CVRWQCB under Section 401 of the Clean Water Act

D. *Caltrans*: Approval by Caltrans (the funding agency for a majority of the funds in this project)

E. *Army Corps of Engineers (ACOE)*: The City received Section 404 and 408 permit approvals from the ACOE for work in the floodway of the Fresno River

F. *Central Valley Flood Protection Board (CVFPB)*: After approval of the ACEO Section 404 and 408 permits, the Central Valley Flood Protection Board released their encroachment permit.

DISCUSSION:

Although the project was awarded in October 2019, work could not proceed until the CVFPB released their encroachment permit which, as discussed above, was contingent upon approvals by the ACOE. Once the final permits for the Project were received from the ACOE and the work was permitted to begin, the expected Project completion was June 2020. The Contractor worked steadily from the start date in January, albeit at a slower pace due to several factors encountered during construction. The presence of various underground utilities, primarily a Kinder Morgan gas pipeline, required additional coordination and staff time. There were a few design modifications to meet current accessibility requirements and existing conditions of the river channel that had changed since the plans were originally drawn over ten years ago.

The project was substantially complete in November 2020, apart from installation of the railroad protective canopy structure shown on the drawings to be installed on either side of UPRR bridge. The canopy could not move forward into fabrication until the issues around the Kinder Morgan pipeline were resolved. In fall of 2020, Engineering staff received approval from UPRR for a modification to the length of the structure to avoid structural footings near the Kinder Morgan pipeline. Truxell & Valentino returned on site in February 2021, to complete the installation of the canopy.

Three (3) Contract Change Orders were processed. The change orders included:

- Incorporating Permits from the CVFPB and ACE into the project documents
- Modifications to the trail due to existing underground utilities and changes in the river channel from original design
- Upgrading the guardrail along the trail to meet current design standards
- Provide an access gate in chain link fence between Gateway Drive & UPRR for vehicular access
- Removal of a conflicting underground obstruction (old railroad concrete pillar)
- Reimbursement of costs incurred by Contractor due to delays associated with resolving conflicts between Kinder Morgan Pipeline and UPRR Protective Canopy footings.

The total cost of the change orders resulted in a net increase to the project contract of $101,169.95, within the allowable 10 percent contingences. The final contract amount is $1,113,020.95.

Table 1 provides a summary of all related project costs from 2010 to the present.

Table 1: *Project Cost Summary (Year 2010 to Present)*		
Project Planning, Development, and Design Phases		
Lars Anderson	Consultant Services	$100,976
UPRR	Plan Check/Review	$16,622
UPRR	License Fee	$32,500
Engineering Staff Time	Project Management 2010 - 2019	$50,997
Environmental	CEQA Recording Fee	$2,094
P&P	Water Quality Tech Memo for CEQA/NEPA	$3,000
Section 401	State Water Resources Control Board, Water Quality Certification	$2,137
ACOE Section 404 Permit	Aquatic Resources Study	$4,500
Streambed Alternation Agreement	California Department of Fish & Wildlife Fee	$5,610
Construction Phase		
Streambed Alteration Agreement	Required Pre- and Post-Construction Biological Studies	$9,138
NPDES Permit	State Water Resources Control Board	$400
Construction Contract	Truxell & Valentino Landscape Development, Inc.	$1,113,021
Moore Twining	Construction Testing & Inspection Services	$27,457
Engineering Staff Time	Construction Management, Contract Administration, Inspection	$97,359
Total:		**$1,465,811**

A final project inspection was conducted by affected City Departments and Engineering Department. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded.

FINANCIAL IMPACT:

Funding for the project is outlined in Table 2.

Table 2: *Project Funding (Year 2010 to Present)*		
Funding Source	*Description*	*Amount*
CMAQ Grant- Federal $	Congestion Mitigation & Air Quality Program	$298,000
ATP Grant- Federal $	Active Transportation Program	$379,000
BTA – State $	Bicycle Transportation Account	$60,700
Remove Grant	San Joaquin Valley Air District	$55,000
LTF	Local Transportation Funds	$156,300
Measure T – Env Enh	Environmental Enhancement Component	300,000
Measure T – LTP	Local Transportation	100,000
Measure A	Former ½ cent sales tax for transportation residual funds.	117,000
Total:		**$1,466,000**

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121 – Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses with Madera.

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

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

ALTERNATIVES:

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance would result in staff's inability to release retention funds and closing the Project.

ATTACHMENTS:

1. Notice of Completion
2. Location Map
3. Project Photos

ATTACHMENT 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

_____ Space above this line for Recorder's Use _____
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera**.
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637**.
4. The nature of the title of the undersigned is: In fee **Public Project**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name	Address
N/A	**N/A**

6. A work of improvement on the property hereinafter described was completed on **09/01/2021**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)

   Avison Construction, Inc.
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	**N/A**

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

   2019-20 SB-1 (RMRA) SEALS AND OVERLAYS

   CITY PROJECT NO. R-77
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

The 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.

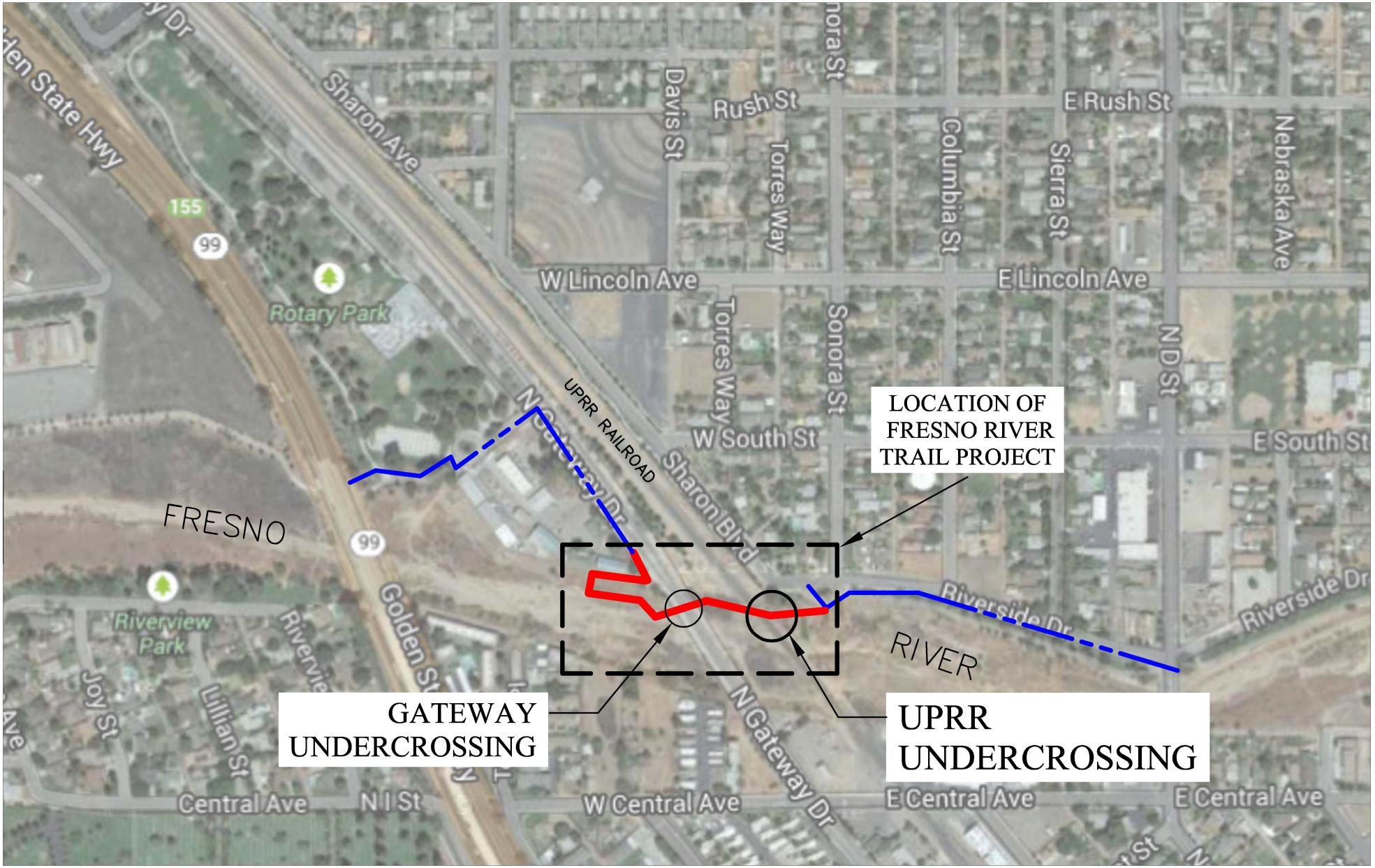
State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2021 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

ATTACHMENT 2

Location Map



LEGEND

PROPOSED PROJECT

EXISTING TRAIL

PROJECT MAP
FRESNO RIVER BIKE TRAIL UNDER-CROSSING AT GATEWAY DRIVE AND UPRR (FHWA FUNDED)
CITY OF MADERA

NORTH

SCALE 1:40

ATTACHMENT 3

Project Photos



Figure 1: Aerial View of Completed Project.



Figure 2: BEFORE - east side of UPRR bridge looking west



Figure 3: AFTER - east side of UPRR bridge looking west



Figure 4: Looking east under Gateway Bridge

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: September 1, 2021

Agenda Number: D-5

SUBJECT:

Assignment of Grant Administrator Classification to the Competitive Service, represented by the Mid Management Employee Group (MM)

RECOMMENDATION:

It is recommended the City Council:

1. Adopt a resolution designating the Grant Administrator classification as a Competitive Service position represented by MM and assigning the position to salary range 446; and
2. Introduce an ordinance amending subsection E of §2-2.305 of Title II of the Madera Municipal Code relating to Civil Service and Exceptions to the Competitive Service

SUMMARY:

The position of Grant Administrator is currently vacant. Prior to conducting a recruitment, the City Manager has reviewed the roles and responsibilities of the position, as well as its organizational function. Based on that review, it has been recommended that the position no longer be considered an at-will management position, but instead be placed in the Competitive Service as part of MM. The requested action would effectuate this change by designating the new assigned salary range for the position within MM and beginning the process to modify the list of positions not subject to the Competitive Service in the Madera Municipal Code.

DISCUSSION:

When the City first added the position of Grant Administrator to the organization, it was a MM position. In 2009, the position was reclassified as an at-will management position within the City's personnel structure. The individual in the Grant Administrator position since that time has been an unrepresented employee with an at-will employment agreement, serving at the will of the City Manager. More recently, in 2013, a reorganization of the City's Finance Department moved the Grant Administrator to be a direct report of the Director of Financial Services. With the position of Grant Administrator currently vacant, the City Manager has reviewed the organizational function of the position, and considering the reporting relationship to the Director

of Financial Services which is not intended to be changed, is recommending the position be placed in the Competitive Services and represented by MM.

Compensation and benefits between management positions and those represented by MM differ. Specifically, management positions pay more toward the California Public Employees Retirement System (CalPERS) than MM positions. Additionally, MM positions receive a City contribution to their deferred compensation account not received by management. Taking these differences into account, it is recommended that the Grant Administrator position be placed at salary range 446 on City of Madera Schedule M. Placement at this range will maintain a similar total compensation package for the position. Table 1 shows the difference between the current annual pay as a management employee and the proposed annual pay as a member of MM. The table provides the first and last steps of the salary range for comparison purposes.

Table 1. Grant Administrator – Comparison of Management to Mid Management Pay		
Grant Administrator – Management (Current)		
	Step A	**Step F**
Base Pay (Range 476)	91,725	117,072
- CalPERS Employee Contribution	6,421	8,195
- CalPERS Employer Contribution Paid by Employee	2,178	2,780
Net	83,126	106,097
Grant Administrator – MM (Proposed)		
	Step A	**Step F**
Base Pay (Range 446)	82,172	104,874
- CalPERS Employee Contribution	2,773	3,539
+ City Contribution to Deferred Compensation Account	3,451	4,405
Net	82,850	105,739

The City shared the proposed movement of the classification to MM with MM representatives along with the proposed salary range. MM representatives had no objection to the proposal.

In addition to the resolution setting the salary range for the position, a proposed ordinance has been drafted amending the City's Municipal Code relative to positions exempted from the Competitive Service. The amendment would remove the Grant Administrator from the list of exempted positions and update the title of City Administrator to City Manager as a clean-up item. Since the modification of the City Administrator classification to City Manager, the Municipal Code is updated with the new classification title as sections are amended or otherwise edited.

FINANCIAL IMPACT:

There is no anticipated financial impact if the position is moved to MM and assigned to the salary range as proposed. The proposal takes into account compensation differences between management and MM employees and adjusts the salary range to maintain similar total compensation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may direct staff to review the proposed salary range and bring back different alternatives at a future meeting, after meeting and conferring with MM further.

ATTACHMENTS:

1. Resolution assigning the Grant Administrator position to MM and setting the salary range for the position.
2. Proposed Ordinance amending subsection E of §2-2.305 of Title II of the Madera Municipal Code removing the Grant Administrator from the list of positions exempted from the Competitive Service.

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE RATE OF COMPENSATION FOR THE GRANT ADMINISTRATOR CLASSIFICATION

WHEREAS, the City of Madera (City) has an existing classification of Grant Administrator exempted from the Competitive Service as an at-will management position; and

WHEREAS, based on the organizational role of the position, the City Manager has recommended the position be placed in the Competitive Service and assigned to the Mid Management Employee Group (MM); and

WHEREAS, the City and MM have met and conferred in good faith, and have reached agreement on the salary range to be assigned to the Grant Administrator classification upon representation by MM.

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 September 1, 2021, the Grant Administrator classification shall be represented by MM and be assigned to range 446 on City of Madera Salary Schedule M as shown in Table 1.

Table 1. City of Madera Schedule M Bi-Weekly Pay Rate						
Range	*A*	*B*	*C*	*D*	*E*	*F*
446	$3,160.49	$3,318.41	$3,484.49	$3,658.71	$3,841.60	$4,033.65

3. This resolution is effective immediately upon adoption.

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

ORDINANCE NO. _____ C.S.

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

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

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

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

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

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

****