Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, July 19, 2023 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 856 7600 0942#. 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 Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

INVOCATION: Councilwoman Anita Evans

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. Recognition of Dutch Bros. donation to the City of Madera Youth Sports Programs
2. Recognition of Rohi Zacharia contribution to Madera's 4th of July Fireworks Spectacular Show
3. Recognition of Hilda Cantú Montoy, City Attorney

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 – 06/07/23, 06/21/23, 06/28/23, and 7/12/23

Recommendation: Approve the City Council Minutes of June 7, 2023, June 21, 2023, June 28, 2023, and July 12, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for June 10, 2023 to July 7, 2023 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required. (Report by Wendy Silva)

B-4 Local State of Emergency Related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Continuing to Support Madera County's Proclamation of a Local Emergency due to the Closure of Madera Community Hospital for 30 days (Report by Arnoldo Rodriguez)

B-5 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-6 Medical, Dental, Vision, Life and Long Term Disability, and Employee Assistance Program Plan Renewals

Recommendation: Adopt a Minute Order:

1. Approving the renewal of the City's medical, dental, vision, and life and long-term disability plans as presented; and
2. Ratifying participation in the Employee Assistance Program under the Central San Joaquin Valley Risk Management Authority; and
3. Authorizing the City Manager to execute any documents necessary to effectuate the plan renewals (Report by Wendy Silva)

B-7 Adoption of Updated Salary Schedule for Full Time Employees

Recommendation: Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule Reflecting a Two Percent Cost-of-Living Adjustment effective June 17, 2023 (Report by Wendy Silva)

B-8 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

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

B-9 Memorandum of Agreement between the County of Tulare and the City of Madera for Mutual Aid

Recommendation: Adopt a Resolution Approving a Memorandum of Agreement (MOA) between the County of Tulare and the City of Madera for Mutual Aid due to Flooding (Report by Dino Lawson)

B-10 Accepting a Portion of the Improvements for the Iveywood I Subdivision

Recommendation: Adopt a Resolution:

1. Accept a Portion of the Off-Site Improvements for the Iveywood I Subdivision; and
2. Authorize the Filing of the Notice of Acceptance for Said Off-Site Improvements (Report by Keith Helmuth)

B-11 Improvement Agreement Amendment No. 2 for the Iveywood I Subdivision (Tract No. 12 S-03) Allowing for the Reimbursement of construction of a Storm Drainage Basin

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Improvement Agreement Authorizing Construction of a Storm Drainage Basin adjacent to the Iveywood I Subdivision and Reimbursement of Said Storm Drainage Basin Proposed to be Constructed by Subdivider (Report by Keith Helmuth)

B-12 Consideration of a request by Olegario H. Romero and Ines Romero for connection to the City's water system

Recommendation: Adopt a Resolution Approving an Agreement for Outside City Limits Water Connection for 26307 and 26319 Martin Street (APN 038-010-007) (Report by Keith Helmuth)

B-13 Amendment to the Management and Operations Agreement between the City and MV Public Transportation, Inc. Relating to the Vehicle Service Hourly Rates and the Fixed Monthly Fees

Recommendation: Adopt a Resolution Approving Amendment No. 6 to the Agreement for Management and Operation of Madera Transit Services correcting the Vehicle Service Hourly Rate and the Fixed Monthly Fees effective July 1, 2023 (Report by Michael Lima)

B-14 Acceptance of PG&E Charitable Contributions Movies in the Park

Recommendation: Adopt a Minute Order Accepting a Charitable Contribution from PG&E for Movies in the Park in the amount of $10,000 for Fiscal Year 2023/2024 (Report by Joseph Hebert)

C. PUBLIC HEARINGS:

C-1 Public Hearing to Consider the Proposed Annexation of Property Within the Crown Tozer II (Iveywood II) Subdivision into Landscape Maintenance District Zone of Benefit 51 for Fiscal Year 2023/24

Recommendation: Adopt Resolution Approving Annexation No. 2023-07 for Annexation of the Iveywood II Subdivision (Tract No. 21-S-01) into Zone of Benefit 51, Confirming the Diagram and Assessment for Landscape Maintenance District (LMD) Zone of Benefit 51 for Fiscal Year (FY) 2023/24; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

C-2 George Washington Elementary School Public Service Easement Partial Vacation (ABN 2022-02)

Recommendation: Hold a Public Hearing and Adopt a Resolution adopting a Categorical Exemption Pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections, 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), 15305 (Minor Alterations in Land Use Limitations) and Section 15314 (Minor Additions to Schools) and Approving the Vacation of a Portion of Public Service Easement Between East Lincoln Avenue and East South Street (Report by Will Tackett)

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

D-1 Procurement of Fixed Route Amenities Utilizing the Remaining Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA)

Recommendation: Adopt a Resolution Approving the Purchase of Bus Shelters from Duo Guard in the amount of $108,967.12 and Solar Lighting in the amount of $163,455.93 from Tolar Manufacturing with PTMISEA Funds and Senate Bill (SB) 1 Funds (Report Michael Lima)

D-2 Contract Award for the Alley Paving Various Locations Project

Recommendation: Adopt a Resolution Approving the Contract Award for the Alley Paving at Various Locations Project, Federal Project No.'s CML 5157(128), City Project No. ALY-01 and CML 5157(122), City Project No. ALY-03 in the amount of $880,791 for the Base Bid plus Bid Schedule A add Alternate to Witbro, Inc. dba Seal Rite Paving & Grading (Report by Keith Helmuth)

D-3 Consider Ordinance Relating to City Council and Resolutions Relating to Council Protocols Guidebook and Council Meeting Rules of Procedure

Recommendation:

1. Waive Full Reading and Introduce an Ordinance Adopting New Chapter 1 of Title II of the Madera Municipal Code Relating to City Council and repeal of current Chapter 1 of Title II; and
2. Adopt a Resolution Approving City Council Protocols Guidebook; and
3. Adopt a Resolution Approving Rules of Procedure for Conducting City Council Meetings (Report by Hilda Cantu Montoy)

E. ADMINISTRATIVE REPORTS: None

E-1 Ceremonial Documents Guidelines

Recommendation: Consider and provide direction on the Protocols Guidebook section concerning Ceremonial Documents (Report by Arnoldo Rodriguez)

E-2 Direction Regarding City Council Member Golf Course Advisory Committee Appointment

Recommendation: Adopt a Resolution Approving an Appointment of a City Councilmember to the Golf Course Advisory Committee (Report by Joseph Hebert)

E-3 Informational report on the Implementation of the Madera Transit Plan

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

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 Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9(a)

One Case: Madera Police Officers' Association; Randall Williams; Thomas Burns vs. City of Madera (MCV 088246)

G-2 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code §54956.9 (d) (1)

Name of Case: Phenos of Madera, Inc. dba Phenos of Madera
Cannabis Appeal Before Hearing Officer

G-3 Conference with Legal Counsel – Anticipated Litigation Pursuant to Government Code §54956.9(d) (4) Deciding Whether to Initiate Litigation

Number of Cases: One Case

ADJOURNMENT:

UPCOMING MEETING DATES:

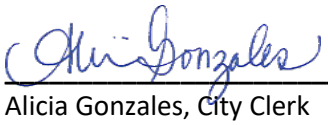
- Wednesday, August 2, 2023
- Wednesday, August 16, 2023

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide

appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.

- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- 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 .
- 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 July 19, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 7:45 p.m. on July 13, 2023.



Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	06/28/2023s
Adopted:	07/19/2023

Minutes of a Special Meeting of the Madera City Council

June 28, 2023 **Council Chambers**
1:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 881 8731 9318#. 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: Meeting was called to order at 1:00 p.m.

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3 (Arrived at 1:02 p.m.)
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, Director of Human Resources Wendy Silva, and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Mejia

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM MEJIA, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

A. CLOSED SESSION:

A-1 Public Employee Appointment pursuant to Government Code §54957

Position: City Attorney

City Manager Arnoldo Rodriguez made the closed session announcement at 1:05 p.m. Council returned from Closed Session at 6:05 p.m. with all members of Council present. City Clerk Alicia Gonzales stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 6:08 p.m.

UPCOMING MEETING DATES:

- Wednesday, July 19, 2023
- Wednesday, August 2, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

Item:	B-1
Minutes for:	06/21/2023
Adopted:	07/19/2023

Minutes of a Regular Meeting of the Madera City Council

June 21, 2023 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 861 1206 5188#. 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: Meeting was called to order at 6:02 p.m.

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Public Works Director Ismael Hernandez, Deputy City Engineer Ellen Bitter, Assistant Engineer Alexis Raymundo, Administrative Analyst (Engineering) Nicole Say, Wastewater Treatment Plant Manager Gabriel Bostan, Administrative Analyst (P/W) Sergio Martinez Orozco, Neighborhood Preservation Specialist III Maribel Hernandez, Recreation/Community Programs Coordinator Derrick Sanchez and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Joe Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT:

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

Jason Rogers on behalf of the Madera Theatre Project advised Council of the theatre plays that are currently on their schedule. He left an advertisement with their current play information.

Thalia Arenas spoke in favor of having a Diversity/Rainbow flag ceremony.

Jennifer Cruz who runs an LGBTQ Resource Center in Fresno spoke in favor of raising a Pride flag.

Steve Williams, a resident of Madera spoke of his opposition and concern of Council allowing a Pride proclamation. He stated that churches are getting together in opposition.

Jennifer McQueen, a member of the public spoke in favor of having a Pride flag.

Regina Florenti stated that there should only be raised flags that represent the entire community, state, city, county and country. Flags that are inclusive of everyone not just a certain group. She stated that once you put up a different type of flag then all other groups will want their flag raised also.

A member of the public spoke in opposition of raising the Pride flag.

Santos Sosa, a City of Madera resident of over 30 years spoke in opposition of the flying the Pride flag.

Noelle, a member of the public spoke in favor of having a Pride flag.

Pastor Xavier Sanchez stated that God put us in this world. God was in opposition since the beginning. He knows Council will do the right thing.

Pastor Marc Unger of the First Baptist Church of Madera stated that he has not spoken a word of hate against this topic. He and his congregation are in opposition of raising a Pride flag. He stated he is disappointed in Council for issuing a Pride proclamation at the previous meeting and now people want a Pride flag raised.

A member of the public quoted John Lewis in his Christian faith as related to being understanding of the LGBTQ+ community. She quoted Dr. Martin Luther King regarding churches learning and understanding not to discriminate against people's sexual orientation. She stated that per the California Report, they surveyed colleges for LGBTQ+ needs and Central California was the highest with needs. They see the most hate. She stated that she just wants Council to be inclusive of everyone in Madera and not exclude the LGBTQ+ as they have been historically.

Pastor Joyce Lane spoke in opposition of raising the Pride flag.

A member of the public spoke in favor of raising the Pride flag.

Ken Sloane spoke in opposition of flying the Pride flag. He stated that he didn't understand how flying a flag makes someone safe. It doesn't stop people from hating. He stated that the American flag protects everyone. He stated that it is very confusing to him when people say that flag doesn't represent everyone.

A member of the public spoke in favor of having the Pride flag raised.

Trisha Ousterhoudt who was born and raised in Los Baños stated she was abused by her parents and pastor at a young age as part of conversion into being straight. She is not a Christian and feels safe when she sees the Pride flag at establishments. She said that she drives a truck and currently she can't tell her dispatcher that she feels safe coming through Madera as Madera doesn't have that symbol of safety.

Donna Dambarino, a Madera County resident for 19 years said that the flag that they honor is the United States flag and the California flag and those represent everyone. Putting up personal belief flags is exclusive because their flags need to represent everyone. She believes that most of the people that are representing the Pride community do not reside in Madera and are coming in from outside areas to force their beliefs on them. She also believes that most of the people in opposition do reside in Madera. She believes that should be taken into consideration as this is their community.

Pastor Roger Leach stated he was born in the old Deerborn Hospital that used to be in Madera; he's been in Madera for about 74 years. He grew up in the City of Madera. He stated that a lot of things going on tonight are politics. He told the Pride community that they don't hate them. Pastor Leach told Council that if a Pride flag is raised then many special interest groups are going to want their flag raised also.

Linda Unger stated that in reference to the person who was abused by a pastor, that pastor was not a Christian to have done something like that. She stated she doesn't hate the LGBTQ+ community. They are loved with the love of Jesus Christ. She stated they are not being hated. They just don't agree with them regarding raising a flag.

Justine, a third-generation resident of Madera spoke in favor of raising the Pride flag.

Lynette Lomeli does not reside in Madera but does come to Madera every day to serve the community by choice. Ms. Lomeli spoke in favor of raising the Pride flag.

A member of the public stated there are two kinds of pride. There is individual pride and nation pride and she doesn't see anyone changing their minds.

Victor Montes stated they are not going to change anybody's mind. What they need to do is train their kids, young people and a lot of adults to respect other people's rights. He stated he didn't like when they went out yelling that they won because there's not going to be any winners. No matter which way this goes, someone is going to say their rights were stepped on and get angry. He also stated that the Council did not approve the proclamation last time. It was a Mayor proclamation.

Melissa Sloan spoke in opposition of raising the Pride flag. She told Council that the people who don't live here, don't vote for Council. She stated Planned Parenthood came up and are supporting this item. She wanted to know if Planned Parenthood was going to stand with her when she requests to have a straight pride flag hung. She stated that the American flag represents all of them. She stated the LGBTQ+ aren't hated. People just don't want the flag raised.

Kenverly Diaz Torres who was born and raised in Madera stated her support in raising the Pride flag.

Jessica Hertl, a resident of Madera for the last five years stated her support in raising the Pride flag.

Sherry Gill, a Madera registered voted and tax paying resident, stated her opposition in flying the Pride flag by government agencies.

Danika Heggebo, who teaches in Madera and who is part of the LGBTQ+ community, stated her support in raising the Pride flag during the month of June.

Edgar Garcia stated his support in raising the Pride flag.

Esther Martinez asked Council to put a stop sign or speed bumps on the intersection of Clinton and B Streets as it is very dangerous due to lack of visibility. She also stated her support in raising the Pride flag.

Cathy Great, a life-long resident of Madera, stated her support in raising the Pride flag.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

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.

MAYOR PRO TEM MEJIA PULLED ITEM B-7 FOR DISCUSSION AND WILL BE VOTED ON SEPARATELY.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE CONSENT CALENDAR EXCEPT ITEM B-7 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – 5/17/23

Recommendation: Approve the City Council Minutes of May 17, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for May 27, 2023 to June 9, 2023 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required. (Report by Wendy Silva)

B-4 Local State of Emergency Related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Continuing to Support Madera County's Proclamation of a Local Emergency due to the Closure of Madera Community Hospital for 30 days (Report by Arnoldo Rodriguez)

RES 23-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL FOR A PERIOD OF 30 DAYS

B-5 Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention Grant Program Grant Application

Recommendation: Adopt a Resolution Authorizing the Submittal of a Grant Application to BSCC for the Organized Retail Theft Prevention Grant Program Designed to Assist Law Enforcement Agencies in Reducing Retail, Motor Vehicle, and Cargo Theft (Report by Dino Lawson)

RES 23-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR THE ORGANIZED RETAIL THEFT PREVENTION GRANT PROGRAM

B-6 Acceptance of the Proposition 64 Public Health & Safety Grant Cohort 3 from the Board of State and Community Corrections

Recommendation: Adopt a Resolution Accepting the Grant Award in the Amount of $605,887 and Approving a Standard Agreement with State of California Department of General Services (Report by Dino Lawson)

RES 23-104 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING GRANT AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS IN THE AMOUNT OF $605,887 AND APPROVING STANDARD AGREEMENT WITH STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

B-7 Project List for Fiscal Year (FY) 2023/24 Funded by Senate Bill (SB 1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program

Recommendation: Adopt a Resolution Approving the City Project List for FY 2023/24 Funded by the SB 1 RMRA Account of the Local Streets and Roads Funding Program (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM B-7 WAS APPROVED BY A 4/3 VOTE. NOES: MAYOR GARCIA, MAYOR PRO TEM MEJIA AND COUNCILMEMBER MONTES. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 4 - COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER EVANS
COUNCILMEMBER VILLEGAS

NO: 3 - MAYOR GARCIA
MAYOR PRO TEM MEJIA
COUNCILMEMBER MONTES

RES 23-105 RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR (FY) 2023/24 FUNDED BY SENATE BILL (SB 1) ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA)- LOCAL STREETS AND ROADS FUNDING PROGRAM

B-8 Amendment No. 1 to Reimbursement Agreement with Origo Cold Madera Phase I LLC for Public Improvements

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Reimbursement Agreement with Origo Cold Madera Phase I LLC and the City (Report by Keith Helmuth)

RES 23-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE REIMBURSEMENT AGREEMENT BETWEEN CITY OF MADERA AND ORIGO COLD MADERA PHASE I LLC

B-9 Amendment No. 1 to the Contract with The Pun Group for Auditing Services

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Auditing Services Contract with the Pun Group in the Amount of $8,240 (Report by Michael Lima)

RES 23-107 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING CHANGE ORDER #1 TO THE CONTRACT WITH THE PUN GROUP FOR PROFESSIONAL AUDITING SERVICES IN THE AMOUNT OF $8,240

B-10 Change Order in the amount of $6,544.80 for Safety and Operational Updates made to the New Rosenbauer Type 1 Fire Engine

Recommendation: Adopt a Resolution Approving a Change Order with Rosenbauer LLC. for Updated Safety and Operational Requirements for $6,544.80, including a Budget Amendment to Allow for Payment of the Change Order (Report by Ralph Duran)

RES 23-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CHANGE ORDER WITH ROSENBAUER LLC. FOR UPDATED SAFETY AND OPERATIONAL REQUIREMENTS FOR $6,544.80, INCLUDING A BUDGET AMENDMENT TO ALLOW FOR PAYMENT OF THE CHANGE ORDER

B-11 Informational report on Emergency Repairs for Water Well No. 33

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

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

C-1 Public Hearing to Consider Declaration of Nuisances and Abatement Order for Overgrown Weeds

Recommendation: Conduct a Public Hearing to Consider any Objections to the Proposed Removal of Overgrown Weeds and Adopt a Resolution Ordering the Abatement of Weed Nuisances in the City (Report by Dino Lawson)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, ITEM C-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY MANAGER OR THEIR DESIGN EE TO ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA

C-2 Public Hearing & Consideration Of A Resolution Confirming the Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 And

Authorizing The City Engineer To File The Diagram And Assessment With The Auditor Of Madera County

Recommendation:

1. Conduct the Public Hearing and Receive any Public Comments
2. Adopt Resolution:
   a. Confirming the Diagram and Assessments as set forth in said Engineer's Report for the Landscape and Lighting District of the City of Madera, as the same may be modified for Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10- E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C, 26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, and 51 of the City Wide Landscape and Lighting Assessment District; and
   b. Levying the Assessments as set forth in said report of the Engineer for Fiscal Year 2023/2024; and
   c. Authorizing and Directing the City Clerk to file the Diagram and Assessments with the Madera County Auditor's Office; and
   d. Authorizing the City Engineer in consultation with City Clerk and City Attorney to make any clerical corrections (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-110 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENTS AND ORDERING THE ANNUAL LEVY AND COLLECTION FOR ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-8, 7, 8, 9, 10-A, 10-8, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-1, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-8, 26-C, 26-D, 27, 27-B, 28, 28-8, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-8, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50, AND 51 OF THE CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2023/2024

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

D-1 Approval of Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District (LMD) for a Subdivision (Tract No. 21-S-01)

Recommendation:

1. Adopt Resolution
   a. Approving the Final Map for the Iveywood II Subdivision; and
   b. Approving Improvement Agreement for the Iveywood II Subdivision (Tract No. 21-S-01); and

c. Authorizing staff to record the Final Map and Improvement Agreement; and

d. Accepting the Dedication of Land for Public Use

2. Adopt a Resolution Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 51, to Review the Improvements and Assessments for Fiscal year 2023/24, and Setting a Public Hearing (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE IVEYWOOD II SUBDIVISION (TRACT NO. 21-S-0l) AND IMPROVEMENT AGREEMENT (AGREEMENT) AND ACCEPTNG DEDICATIONS FOR PUBLIC USE

RES 23-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF BENEFIT 51, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR FISCAL YEAR 2023-2024, AND SETTING A PUBLIC HEARING

D-2 Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc.

Recommendation:

1. Adopt a Resolution Approving the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. extending the term to five years and making various economic modifications.

2. Adopt a Resolution appropriating $64,083 from the Golf Course Appropriations, via the General Fund, to Pay Annual Lease Payment to Airports Fund. (Report by Joseph Hebert)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM MEJIA AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-113 NINTH AMENDMENT TO THE MADERA MUNICIPAL GOLF COURSE OPERATION AND MANAGEMENT LEASE AGREEMENT WITH SGM INC. DBA SIERRA GOLF MANAGEMENT INC.

RES 23-114 APPROVING INCREASE IN GOLF COURSE APPROPRIATIONS TO PAY ANNUAL LEASE PAYMENT TO AIRPORTS FUND FOR FY 2022/23

D-3 Agreement with Michael Baker International for Preparation of the City of Madera 6th Cycle Housing Element Update and California Environmental Quality Act (CEQA) Documentation

Recommendation: Adopt a Resolution Approving the Professional Services Agreement with Michael Baker International for Preparation of the City of Madera 6th Cycle Housing Element Update and California Environmental Quality Act (CEQA) Documentation for a cost of $326,650 (Report by Will Tackett)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR PREPARATION OF THE CITY OF MADERA 6TH CYCLE HOUSING ELEMENT UPDATE

D-4 Consultant Services Agreement with Madera Unified School District for the After School Program FY 2023/2024

Recommendation: Adopt a Resolution approving a Consultant Services Agreement in the amount not to exceed $323,671 with Madera Unified School District (MUSD) for the Administration of the District's Academic Year 2023-2024 After School Program (ASP) (Report by Joseph Hebert)

Pastor Marc Unger recommended that if the program includes sports, then he strongly recommends that biological males not be allowed to play against biological females as males are stronger than females and females could get hurt.

Councilmember Evans agreed with Pastor Unger and asked that the motion reflect that stipulation. Councilmember Rodriguez stated that limitation could affect whether they received the monies from MUSD as it may affect some of the students.

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

ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-116 RESOLUTION APPROVING THE CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR THE AFTER-SCHOOL PROGRAM IN THE AMOUNT NOT TO EXCEED $323,671

D-5 Agreement with SNF Polydyne Inc. for Sludge Dewatering Polymers

Recommendation: Adopt a Resolution Approving a two-year Agreement with SNF Polydyne Inc. to Provide Sludge Dewatering Polymers for use at the Wastewater Treatment Plant for $17.758 per gallon, costing $223,751 per year (Report by Ismael Hernandez)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-5 WITH INSTRUCTION TO DELETE THE WORD "SAMPLE" FROM THE

AGREEMENT WHICH WAS SUBMITTED WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH SNF POLYDYNE, INC.

E. ADMINISTRATIVE REPORTS:

E-1 Consider Draft of City Council Protocols Guidebook

Recommendation:

1. Consider and provide direction on pursuing the preparation of a City Council Protocols Guidebook for future Council action
2. Consider and provide direction on Rules of Procedure for Conducting City Council Meetings for future Council action
3. Consider and provide direction on Ceremonial Documents (Proclamations, Certificates)
4. Consider and provide direction on Use of City Facilities
5. Consider and provide direction on Council Sponsorship and Support of Special Events Policy for future Council action (Report by Arnoldo Rodriguez)

Councilmembers gave staff input and direction. Staff will bring an updated draft document to a future meeting.

The resolution included in the staff report was not voted on.

Mayor Garcia was asked for and recessed the meeting for a short break.

E-2 2023/24 Budget Update and Request for Direction

Recommendation: Budget Update for Council Consideration, Discuss, and Provide Direction to Staff (Report by Michael Lima)

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.

Councilwoman Gallegos thanked staff for their hard work and commended residents in attendance for their public comments.

Councilmember Montes had nothing to report.

Councilmember Rodriguez stated his appreciation for the speakers who provided public comment. He also mentioned the 4th of July Fireworks Spectacular at the Madera Fairgrounds and the Golf Tournament Fundraising event on July 1st at the Madera Municipal Golf Course, to raise funds for the fireworks show. Expressed his appreciation for City Attorney, Hilda Cantu Montoy for all she has done for the City.

Councilwoman Evans thanked those who attended the Juneteenth event at the Madera County Courthouse.

Mayor Pro Tem Mejia commended the members of the public on their civility and decorum while voicing their opinions. She also was invited to a trophy presentation for La Liga Pequena Soccer League and thanked the organization for including her in the event.

Councilmember Villegas had nothing to report.

Mayor Garcia stated he attended a retirement party for Tina Najarian who retired from Madera Unified School District after a 45-year long career as an educator.

G. CLOSED SESSION:

G-1 Public Employment Pursuant to Government Code §54957 (b)(1)

Position Title: City Attorney

City Attorney Hilda Cantu Montoy made the closed session announcement at 10:47 p.m. She and Council returned from Closed Session at 11:41 p.m. with all members of Council present. Ms. Cantu Montoy stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 11:41 p.m.

UPCOMING MEETING DATES:

- Wednesday, July 19, 2023
- Wednesday, August 2, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

Item:	B-1
Minutes for:	06/07/2023
Adopted:	07/19/2023

Minutes of a Regular Meeting of the Madera City Council

June 7, 2023 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 843 8005 5924#. 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: Meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Steve Montes, District 3 (Arrived at 6:33 p.m.)
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

ABSENT: Councilmember Jose Rodriguez, District 2

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Interim IS Manager Daniel Holguin, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Dino Lawson, Public Works Director Ismael Hernandez, Administrative Analyst (Engineering) Nicole Say, Program Manager Grants Xochitl Villaseñor and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Joe Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE: Councilmember Gallegos

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED BY A 5/2 VOTE. NOES: NONE. ABSENT: COUNCILMEMBERS RODRIGUEZ AND MONTES. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER EVANS
MAYOR PRO TEM MEJIA
COUNCILMEMBER VILLEGAS

MAYOR GARCIA

ABSENT: 2 - COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES

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.

Steve Duckworth, Deputy Director at Madera County Department of Social Services invited Council and the public to their first ever Senior Social Event on June 15th from 7:30 a.m. – 10:30 a.m.

Pastor Joyce Lane spoke in opposition of having a Pride flag raised.

Thalia Arenas spoke in support of having a Pride flag raising ceremony.

Melissa (no last name given) spoke in opposition of having a Pride flag raised.

Jim Sloane spoke in opposition of having a Pride flag raised.

Visalia resident spoke in support of having a Pride flag raised.

Christina Saucedo spoke about a City lien on her home. She has been unable to resolve and would like Councilmember Rodriguez's assistance with this issue. She also mentioned water bills have increased.

Olegario Romero spoke in opposition of having a Pride flag raised.

Patsy (no last name given) of District 5 spoke in support of having a Pride flag raised.

Paulina (no last name given) from Visalia spoke in support of having a Pride flag raised.

Jeremy Marley spoke in opposition of having a Pride flag raised.

Enrique Medina on behalf of his pastor, John Warburton spoke in opposition of having a Pride flag raised.

Enrique Medina spoke in opposition of having a Pride flag raised.

Pastor Marc Unger spoke in opposition of having a Pride flag raised.

Glen Hardy spoke in opposition of having a Pride flag raised.

Pam Tyler spoke in opposition of having a Pride flag raised.

Giselle Quinteros spoke in support of having a Pride flag raised.

Mercy (no last name given) spoke in support of having a Pride flag raised.

Joanna Torres spoke in support of having a Pride flag raised.

Resident (no name given) spoke in support of having a Pride flag raised.

Linda Unger spoke in opposition of having a Pride flag raised.

Ken Sloane spoke in opposition of having a Pride flag raised.

Edgar (no last name given) of District 6 spoke in favor of having a Pride flag raised.

Resident (no name given) spoke in support of having a Pride flag raised.

Resident (no name given) spoke in support of having a Pride flag raised.

Woman (no name given) spoke in support of having a Pride flag raised.

Justine (no last name given) spoke in support of having a Pride flag raised.

Resident (no name given) spoke in support of having a Pride flag raised.

Ana Garibay spoke in opposition of having a Pride flag raised.

Resident (no name given) spoke in support of having a Pride flag raised.

Mayor Garcia announced a break in presenting Public Comment at 7:21 p.m. He stated they will move on to the Presentations portion of this meeting as some are to recognize students and the students have finals, etc. and this will allow them to leave early. Public Comment would continue afterwards.

All three presentations as shown in the Presentations section below were given. Public Comments commenced at 7:38 p.m.

Resident (no name given) spoke in support of having a Pride flag raised.

Graciela Valdez, Accreditation Coordinator at Madera County Department of Public Health and member of the LiveWell Madera County Coalition audibly provided a link to a Community Health Assessment that provides insights into the health of the community and identifies the main health issues faced.

Resident (no name given) spoke in opposition of having a Pride flag raised.

Noe Hernandez asked Council spoke in support of having a Pride Flag raising ceremony.

Kenverly Diaz Torres spoke in support of having a Pride flag raised.

Minerva Mendoza spoke in favor of the Pride Month proclamation.

Esthela Martinez spoke in favor of and asked Council to submit a proposal that would allow the Pride flag to be flown.

Erica (no last name given) spoke in opposition of having a Pride flag raised.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Recognition of Madera FFA State Champion Meats Evaluation Team
2. Recognition of Madera High Softball Team Central Section Division II Champions
3. Proclamation Recognizing PRIDE Month

INTRODUCTIONS: Xochitl Villaseñor, Program Manager Grants

A. WORKSHOP:

A-1 2023/24 Budget Workshop (Report by Michael Lima)

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired,

a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER RODRIGUEZ. ABSTAIN: NONE.

B-1 Minutes – 4/19/23, 05/03/23, 05/10/23

Recommendation: Approve the City Council Minutes of April 19, 2023, May 3, 2023, and May 10, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for May 6, 2023 to May 26, 2023 (Report by Michael Lima)

B-3 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

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

RES 23-88 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY -JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE 111, CHAPTER 2**

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

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

B-5 Maintenance of Drainage Improvements and Access Easement for Madera Industrial WHSE, LLC

Recommendation: Adopt a Resolution Approving Statement of Covenants Affecting Land Development for the Maintenance of Drainage Improvements and Access Easement for Madera Industrial WHSE, LLC (Report by Keith Helmuth)

RES 23-89 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A STATEMENT OF COVENANTS AFFECTING LAND DEVELOPMENT FOR THE MAINTENANCE OF DRAINAGE IMPROVEMENTS AND ACCESS EASEMENT FOR MADERA INDUSTRIAL WHSE, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

B-6 Annual Review and Report on Madera Police Department Military Equipment Use

Recommendation: 1. Receive and file the Police Department's Annual Military Equipment Use Report from January 1, 2022 through December 31, 2022; and

2. Adopt a Minute Order affirming the City's Military Equipment Use Ordinance 994 C.S. and related Madera Police Department Policy 709 (Report by Dino Lawson)

B-7 Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2022/23 Grant Award Acceptance

Recommendation: Adopt a Resolution Authorizing Accepting the JAG Award in the amount of $26,660 for Fiscal Year 2022/23 for the Purchase of Surveillance Cameras (Report by Michael Lima)

RES 23-90 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE 2022/23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

B-8 City of Madera 2023-2024 Community Development Block Grant (CDBG) Annual Action Plan

Recommendation: Adopt a Resolution Approving the 2023-2024 Community Development Block Grant (CDBG) Annual Action Plan (Report by Michael Lima)

RES 23-91 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN**

B-9 Consultant Services Agreement with Madera Unified School District

Recommendation: Adopt a Resolution Approving the Consultant Service Agreement with the Madera Unified School District (MUSD) for the Foster and Homeless/Families in Transition Enrichment Services Program not to exceed $15,000 (Report by Joseph Hebert)

RES 23-92 **RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR THE FOSTER AND HOMELESS/FAMILIES IN TRANSITION ENRICHMENT SERVICES PROGRAM NOT TO EXCEED $15,000**

B-10 Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2023/24

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

RES 23-93 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA)-LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2023/24 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)**

C. **PUBLIC HEARINGS:** None

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

D-1 **1. Engineer's Report For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For Fiscal Year (FY) 2023/24**

2. Resolution Of Intention To Levy And Collect Annual Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2023/24, Setting June 21, 2023, As Date For Public Hearing, and Rescinding Resolution 23-86

Recommendation:

1. Adopt a Minute Order Approving the Engineer's Report as filed or with modifications as identified by the City Council during the meeting and rescinding the Minute Order of May 17, 2023, regarding same; and
2. Adopt a Resolution of Intention to Levy and Collect Proposed Annual Assessments for all City-Wide Landscape and Lighting District Zones of Benefit referenced in the Engineer's Report for FY 2023/2024 or as may be amended, set June 21, 2023, as the public hearing date to consider the Proposed FY 2023/2024 Assessments for City Wide Landscape and Lighting District Zones of Benefit, and rescinding Resolution No. 23-86 (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-1 (1 & 2) WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER RODRIGUEZ. ABSTAIN: NONE.

RES 23-94 **A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H, 10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 FOR FY 2023/24, SETTING JUNE 21, 2023, AS DATE FOR PUBLIC HEARING, AND RESCINDING RESOLUTION NO. 23-86**

D-2 Agreement with the California Department of Forestry and Fire Protection

Recommendation: Adopt a Resolution Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL Fire) from July 1, 2023 to June 30, 2024 for Fire Service Operation (Report by Justin Macomb)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER RODRIGUEZ. ABSTAIN: NONE.

RES 23-95 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2023, TO JUNE 30, 2024, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA**

D-3 Continuing Resolution In Lieu of Fiscal Year (FY) 2023-2024 Budget Adoption and Authorization of 60-day Extension to Prepare and Present the Fiscal Year 2023-24 Budget

Recommendation: Adopt a Resolution to Continue Appropriations and Estimated Revenues in Accordance with the FY 2022-2023 budget in lieu of FY 2023-2024 Budget Adoption (Continuing Resolution), and Authorization of 60 days Extension to Prepare and Present the FY 2023-24 Budget (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBER RODRIGUEZ. ABSTAIN: NONE.

RES 23-96 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONTINUING EXPENDITURES AND REVENUES IN ACCORDANCE WITH THE FISCAL YEAR 2022-2023 CITY BUDGET IN LIEU OF FISCAL YEAR 2023-2024 BUDGET ADOPTION**

D-4 2023 Zero Emission Bus (ZEB) Rollout Plan for Madera Metro

Recommendation: Adopt a Resolution Approving the 2023 Zero Emission Rollout Plan (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

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

RES 23-97 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE 2023 CITY OF MADERA ZERO EMISSION BUS ROLLOUT PLAN**

D-5 Amendment to the Management and Operations Agreement and the related Lease Agreement for the Madera Transit Center between the City and MV Public Transportation, Inc.

Recommendation: Adopt Resolutions:

1. Approving Amendment No. 5 to the Agreement for Management and Operation of Madera Transit Services extending the term of the Agreement through June 30, 2025 and increasing the total operating costs to $2,177,201 for the first year of the extension and $2,247,917 for the second year of the extension; and
2. Approving Amendment No. 3 to the Lease Agreement for the Madera Transit Center with MV Public Transportation, Inc. through June 30, 2025 to coincide with the Agreement for Management and Operation of Madera Transit Services (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

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

RES 23-98 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.**

RES 23-99 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.**

D-6 Second Amendment to Existing Service Provider Agreement with O&E Transportation LLC Relating to Litter Abatement in the Fresno River and Approval of a Budget Amendment

Recommendation: Adopt Resolutions:

1. Approving the Second Amendment to the Service Provider Agreement with O&E Transportation LLC for additional services at a cost of $60,000 and an extension of the term through September 30, 2023; and
2. Approving a Budget Amendment to the Fiscal Year 2022-23 Operating Budget in the amount of $20,000 for Fresno River clean-up efforts (Report by Dino Lawson)

No Public Comment was presented. Public Comment was closed.

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

RES 23-100 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE SECOND AMENDMENT TO THE SERVICE PROVIDER**

AGREEMENT WITH O&E TRANSPORTATION LLC FOR ADDITIONAL SERVICES AT A COST OF $60,000 AND AN EXTENSION OF THE TERM THROUGH SEPTEMBER 30, 2023

RES 23-101 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROPRIATING $20,000 TO THE CITY OF MADERA FISCAL YEAR 2022-23 ADOPTED BUDGET FOR RIVER CLEAN-UP EFFORTS**

E. ADMINISTRATIVE REPORTS: None

E-1 Madera County Mosquito & Vector Control District – Public Awareness

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Council) at this time (Report by Trinidad Reyes, Mosquito & Vector Control District)

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 thanked the Parks and Community Services Director and staff for hosting the Family Picnic at Centennial Pool on Saturday, June 3rd. She requested an item regarding proclamations and the processes be placed on the next Agenda.

Councilmember Montes thanked the public for coming out to voice their opinions on raising of the Pride flag during the Public Comment portion of the meeting. He requested an item regarding the City's flag policy be brought back to Council for consideration.

Councilmember Evans attended the NAACP (National Association for the Advancement of Colored People) Conference and lobbied for Senate Bill 673 (Ebony Alert) that would create a notification system to address missing African American women and children in California who are often overlooked with the current Amber Alert system. She mentioned the 2023 Juneteenth Celebration event to be held on June 19th at 10:00 a.m. at Courthouse Park and encouraged her colleagues and the public to come out and show their support.

Mayor Pro Tem Mejia expressed her appreciation for those who came out to voice their opinions on the suggestion of the Pride flag raising ceremony. She stated she graduated from the Water Education for Latino Leaders' Untapped Program and expressed her gratitude for County Supervisor Leticia Gonzalez and Assemblywoman Soria for their support. Mayor Pro Tem Mejia mentioned the high demand for Soccer fields around the community and requested that staff help identify additional areas that the growing soccer leagues may utilize for playing. She thanked the Madera Police Department for their presence at the meeting to provide public safety and reassurance to those in attendance.

Councilmember Villegas encouraged the public to support the Neighborhood Farmers Market at Rotary Park. He mentioned that the Superintendent of Schools will be planning an event to take place at Madera Community College and details are forthcoming.

Mayor Garcia mentioned a collaboration with the VFW (Veterans of Foreign Wars) for Memorial Day Commemoration and stated that it is in the spirit of those who fought for the

freedoms of their fellow citizens, that those in attendance enjoy the right to speak freely and engage in open and peaceful discussions. He stated that Mexico en el Corazon, a professional dance group performed at the Memorial Day event free of charge. Mayor Garcia stated he was invited to Washington D.C. to discuss the debt ceiling and potential solutions to avoid financial catastrophe. He mentioned that the Pride flag raising ceremony requires further time for consideration and he would be working with City Attorney Hilda Cantu Montoy on this matter.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section §54956.9(d) (1)

Name of Case: Madera v. Lopez

G-2 Conference with Labor Negotiators - Pursuant to Government Code §54957.6

Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva

Employee Groups: General Bargaining Unit, Madera Police Officers' Association, Mid-Management Employee Group, and Law Enforcement Mid Management Group

City Attorney Hilda Cantu Montoy made the closed session announcement at 9:26 p.m. She and Council returned from Closed Session at 9:58 p.m. with all members of Council present except for Councilmember Rodriguez who was absent during this meeting. Ms. Cantu Montoy stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 9:58 p.m.

UPCOMING MEETING DATES:

- Wednesday, June 21, 2023
- Wednesday, July 19, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

Item:	B-1
Minutes for:	07/12/2023s
Adopted:	07/19/2023

Minutes of a Special Meeting of the Madera City Council

July 12, 2023 **Council Chambers**
7:30 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 862 2175 0029#. 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: Meeting was called to order at 8:42 p.m.

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez and City Clerk Alicia Gonzales.

INVOCATION: None.

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT:

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

No Public Comment was presented. Public Comment was closed.

A. CLOSED SESSION:

A-1 Public Employee Appointment pursuant to Government Code §54957

Position: City Attorney

City Manager Arnoldo Rodriguez made the closed session announcement at 8:46 p.m. He and Council returned from Closed Session at 9:10 p.m. with all members of Council present. Mr. Rodriguez stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 9:11 p.m.

UPCOMING MEETING DATES:

- Wednesday, July 19, 2023
- Wednesday, August 2, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for June 10, 2023 to July 7, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of June 10, 2023 to July 7, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	36636 – 36912	$5,419,281.80

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$1,644,370.77
SDI	EDD	$5,716.75
CalPERS Payment	CalPERS	$652,661.55

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2022/2023 budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

July 19, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36636	06/13/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 05/26/23 PAYROLL	$	618.90
36637	06/13/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 06/09/23 PAYROLL	$	618.90
36638	06/13/2023	FLEET MAINT	PROP 1B PTMISEA	GLENCASS SIGNS, INC.	GRAPHICS FOR BUSES	$	920.98
36638	06/13/2023	FLEET MAINT	FIXED RT - CAPITAL OUTLAY	GLENCASS SIGNS, INC.	GRAPHICS FOR BUSES	$	920.97
36639	06/13/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	SPRING T-BALL SHIRTS & HATS	$	314.39
36640	06/13/2023	FIRE	MEAS K - FIRE	ALLSTAR FIRE EQUIPMENT	MISC FIRE EQUIPMENT	$	5,976.40
36641	06/13/2023	PD OPS	PD OPS	SANTOYO, ADRIAN	PER DIEM - CHEMICAL AGENT INSTRUCTOR	$	189.75
36642	06/13/2023	FINANCE	FINANCE	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: INTERIM FINANCE DIRECTOR	$	2,562.50
36643	06/13/2023	HR	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	$	2,742.50
36644	06/13/2023	HR	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFITS	$	3,750.00
36645	06/13/2023	GRANTS	CDBG ADMIN	CITY DATA SERVICES LLC	CDS MONTHLY MAINTENANCE	$	1,875.00
36646	06/13/2023	ENGINEERING	SEWER CAPITAL OUTLAY	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SERVICES	$	9,399.75
36647	06/13/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	$	12,075.00
36648	06/13/2023	GRANTS	PROP 1B PTMISEA	UNIVERSAL SIGN SYSTEMS, INC.	BUS STOP SCHEDULE HOLDERS	$	30,143.34
36649	06/13/2023	FLEET MAINT	PROP 1B PTMISEA	MOHAWK LIFTS LLC	AUTOMOTIVE LIFTS & JACK STANDS	$	152,417.77
36650	06/13/2023	FLEET MAINT	PROP 1B PTMISEA	TALKINGTON, INC.	EPOXY FLOORING TRANSIT BAYS	$	34,268.00
36651	06/13/2023	FLEET MAINT	PROP 1B PTMISEA	PINA BROTHERS SERVICE	AIR COMPRESSOR	$	5,196.00
36652	06/13/2023	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	$	1,050.00
36653	06/13/2023	PD OPS	PD OPS	CHARLES CELANO AND ASSOCIATES, LLC	WELLNESS FOR PUBLIC SAFETY COURSE	$	5,000.00
36654	06/13/2023	FLEET MAINT	TRANS - FIXED	MATTHEW CAUDILLO	2 WAY RADIO INSTALLATIONS	$	900.00
36654	06/13/2023	FLEET MAINT	TRANS - FIXED	MATTHEW CAUDILLO	CUSTOM 3 CAMERA INSTALLATIONS	$	1,950.00
36654	06/13/2023	FLEET MAINT	PROP 1B PTMISEA	MATTHEW CAUDILLO	2 WAY RADIO INSTALLATIONS	$	1,800.00
36654	06/13/2023	FLEET MAINT	PROP 1B PTMISEA	MATTHEW CAUDILLO	CUSTOM 3 CAMERA INSTALLATIONS	$	3,900.00
36655	06/13/2023	ENGINEERING	WATER CAPITAL OUTLAY	SARAH JOHNSTON	WATER TOWER SURVEY & EVALUATION	$	5,460.00
36656	06/13/2023	PARKS	RECREATION	CPRS DISTRICT VII	SUMMER LEADERSHIP WORKSHOP	$	450.00
36657	06/13/2023	WATER OPS	WATER OPS	DELLAVALLE LABORATORY,INC.	WATER SAMPLES	$	627.00
36658	06/13/2023	FINANCE	BUILDING	AT&T	05/23 CALNET 3 SVS 9391026390	$	58.20
36658	06/13/2023	FINANCE	BUILDING	AT&T	05/23 CALNET 3 SVS 9391031559	$	18.59
36658	06/13/2023	FINANCE	BUILDING	AT&T	05/23 CALNET 3 SVS 9391031577	$	27.51
36658	06/13/2023	FINANCE	CENTRAL ADMIN	AT&T	05/23 CALNET 3 SVS 9391026406	$	22.78
36658	06/13/2023	FINANCE	CITY ATTORNEY	AT&T	05/23 CALNET 3 SVS 9391026388	$	48.12
36658	06/13/2023	FINANCE	CITY ATTORNEY	AT&T	05/23 CALNET 3 SVS 9391026390	$	16.60
36658	06/13/2023	FINANCE	CITY ATTORNEY	AT&T	05/23 CALNET 3 SVS 9391031559	$	6.20
36658	06/13/2023	FINANCE	CITY ATTORNEY	AT&T	05/23 CALNET 3 SVS 9391031577	$	7.84
36658	06/13/2023	FINANCE	CITY CLERK	AT&T	05/23 CALNET 3 SVS 9391026390	$	16.60
36658	06/13/2023	FINANCE	CITY CLERK	AT&T	05/23 CALNET 3 SVS 9391031559	$	4.65
36658	06/13/2023	FINANCE	CITY CLERK	AT&T	05/23 CALNET 3 SVS 9391031577	$	7.84
36658	06/13/2023	FINANCE	CODE ENF	AT&T	05/23 CALNET 3 SVS 9391026413	$	48.05
36658	06/13/2023	FINANCE	COMM & REC	AT&T	05/23 CALNET 3 SVS 9391026391	$	281.68

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36658	06/13/2023	FINANCE	COMM & REC	AT&T	05/23 CALNET 3 SVS 9391026392	$ 49.96
36658	06/13/2023	FINANCE	COMPUTER MAINT	AT&T	05/23 CALNET 3 SVS 9391026390	$ 33.25
36658	06/13/2023	FINANCE	COMPUTER MAINT	AT&T	05/23 CALNET 3 SVS 9391031559	$ 4.65
36658	06/13/2023	FINANCE	COMPUTER MAINT	AT&T	05/23 CALNET 3 SVS 9391031577	$ 15.71
36658	06/13/2023	FINANCE	ENGINEERING	AT&T	05/23 CALNET 3 SVS 9391026390	$ 116.40
36658	06/13/2023	FINANCE	ENGINEERING	AT&T	05/23 CALNET 3 SVS 9391031559	$ 35.62
36658	06/13/2023	FINANCE	ENGINEERING	AT&T	05/23 CALNET 3 SVS 9391031577	$ 55.01
36658	06/13/2023	FINANCE	FACILITIES MAINT	AT&T	05/23 CALNET 3 SVS 9391026394	$ 27.38
36658	06/13/2023	FINANCE	FACILITIES MAINT	AT&T	05/23 CALNET 3 SVS 9391031564	$ 13.66
36658	06/13/2023	FINANCE	FINANCE	AT&T	05/23 CALNET 3 SVS 9391026390	$ 91.45
36658	06/13/2023	FINANCE	FINANCE	AT&T	05/23 CALNET 3 SVS 9391026406	$ 22.79
36658	06/13/2023	FINANCE	FINANCE	AT&T	05/23 CALNET 3 SVS 9391031559	$ 23.23
36658	06/13/2023	FINANCE	FINANCE	AT&T	05/23 CALNET 3 SVS 9391031577	$ 43.22
36658	06/13/2023	FINANCE	FLEET MAINT	AT&T	05/23 CALNET 3 SVS 9391026394	$ 18.28
36658	06/13/2023	FINANCE	FLEET MAINT	AT&T	05/23 CALNET 3 SVS 9391031564	$ 9.11
36658	06/13/2023	FINANCE	GRANT OVERSIGHT	AT&T	05/23 CALNET 3 SVS 9391026390	$ 33.25
36658	06/13/2023	FINANCE	GRANT OVERSIGHT	AT&T	05/23 CALNET 3 SVS 9391031559	$ 10.84
36658	06/13/2023	FINANCE	GRANT OVERSIGHT	AT&T	05/23 CALNET 3 SVS 9391031577	$ 15.71
36658	06/13/2023	FINANCE	HR/RISK MGT	AT&T	05/23 CALNET 3 SVS 9391026390	$ 24.90
36658	06/13/2023	FINANCE	HR/RISK MGT	AT&T	05/23 CALNET 3 SVS 9391031559	$ 6.20
36658	06/13/2023	FINANCE	HR/RISK MGT	AT&T	05/23 CALNET 3 SVS 9391031577	$ 11.77
36658	06/13/2023	FINANCE	PARKS	AT&T	05/23 CALNET 3 SVS 9391026412	$ 158.14
36658	06/13/2023	FINANCE	PARKS ADMIN	AT&T	05/23 CALNET 3 SVS 9391031580	$ 266.78
36658	06/13/2023	FINANCE	PLANNING	AT&T	05/23 CALNET 3 SVS 9391026390	$ 41.55
36658	06/13/2023	FINANCE	PLANNING	AT&T	05/23 CALNET 3 SVS 9391031559	$ 10.84
36658	06/13/2023	FINANCE	PLANNING	AT&T	05/23 CALNET 3 SVS 9391031577	$ 19.64
36658	06/13/2023	FINANCE	STREETS	AT&T	05/23 CALNET 3 SVS 9391026394	$ 45.66
36658	06/13/2023	FINANCE	STREETS	AT&T	05/23 CALNET 3 SVS 9391031564	$ 22.78
36658	06/13/2023	FINANCE	SEWER OPS	AT&T	05/23 CALNET 3 SVS 9391026394	$ 31.94
36658	06/13/2023	FINANCE	SEWER OPS	AT&T	05/23 CALNET 3 SVS 9391031564	$ 15.94
36658	06/13/2023	FINANCE	SEWER OPS	AT&T	05/23 CALNET 3 SVS 9391026410	$ 47.04
36658	06/13/2023	FINANCE	SOLID WASTE	AT&T	05/23 CALNET 3 SVS 9391026394	$ 36.51
36658	06/13/2023	FINANCE	SOLID WASTE	AT&T	05/23 CALNET 3 SVS 9391031564	$ 18.25
36658	06/13/2023	FINANCE	SR CITIZEN COMM	AT&T	05/23 CALNET 3 SVS 9391026415	$ 63.16
36658	06/13/2023	FINANCE	UB - GARBAGE	AT&T	05/23 CALNET 3 SVS 9391026390	$ 27.01
36658	06/13/2023	FINANCE	UB - GARBAGE	AT&T	05/23 CALNET 3 SVS 9391026394	$ 9.13
36658	06/13/2023	FINANCE	UB - GARBAGE	AT&T	05/23 CALNET 3 SVS 9391031559	$ 6.18
36658	06/13/2023	FINANCE	UB - GARBAGE	AT&T	05/23 CALNET 3 SVS 9391031564	$ 4.55
36658	06/13/2023	FINANCE	UB - GARBAGE	AT&T	05/23 CALNET 3 SVS 9391031577	$ 12.78
36658	06/13/2023	FINANCE	UB - SEWER	AT&T	05/23 CALNET 3 SVS 9391026390	$ 27.01
36658	06/13/2023	FINANCE	UB - SEWER	AT&T	05/23 CALNET 3 SVS 9391026394	$ 9.13
36658	06/13/2023	FINANCE	UB - SEWER	AT&T	05/23 CALNET 3 SVS 9391031559	$ 6.20

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36658	06/13/2023	FINANCE	UB - SEWER	AT&T	05/23 CALNET 3 SVS 9391031564	$ 4.55
36658	06/13/2023	FINANCE	UB - SEWER	AT&T	05/23 CALNET 3 SVS 9391031577	$ 12.77
36658	06/13/2023	FINANCE	UB - WATER	AT&T	05/23 CALNET 3 SVS 9391026393	$ 74.80
36658	06/13/2023	FINANCE	UB - WATER	AT&T	05/23 CALNET 3 SVS 9391026390	$ 54.14
36658	06/13/2023	FINANCE	UB - WATER	AT&T	05/23 CALNET 3 SVS 9391026394	$ 18.28
36658	06/13/2023	FINANCE	UB - WATER	AT&T	05/23 CALNET 3 SVS 9391031559	$ 12.39
36658	06/13/2023	FINANCE	UB - WATER	AT&T	05/23 CALNET 3 SVS 9391031564	$ 9.12
36658	06/13/2023	FINANCE	UB - WATER	AT&T	05/23 CALNET 3 SVS 9391031577	$ 25.58
36658	06/13/2023	FINANCE	WATER OPS	AT&T	05/23 CALNET 3 SVS 9391026394	$ 41.07
36658	06/13/2023	FINANCE	WATER OPS	AT&T	05/23 CALNET 3 SVS 9391031564	$ 20.49
36658	06/13/2023	FINANCE	WATER QUALITY CONTROL	AT&T	05/23 CALNET 3 SVS 9391026394	$ 18.28
36658	06/13/2023	FINANCE	WATER QUALITY CONTROL	AT&T	05/23 CALNET 3 SVS 9391031564	$ 9.11
36658	06/13/2023	FINANCE	WWTP	AT&T	05/23 CALNET 3 SVS 9391026394	$ 27.38
36658	06/13/2023	FINANCE	WWTP	AT&T	05/23 CALNET 3 SVS 9391031564	$ 13.66
36658	06/13/2023	FINANCE	WWTP	AT&T	05/23 CALNET 3 SVS 9391026417	$ 35.13
36658	06/13/2023	FINANCE	CITY MANAGER	AT&T	05/23 CALNET 3 SVS 9391026390	$ 16.60
36658	06/13/2023	FINANCE	CITY MANAGER	AT&T	05/23 CALNET 3 SVS 9391031559	$ 9.29
36658	06/13/2023	FINANCE	CITY MANAGER	AT&T	05/23 CALNET 3 SVS 9391031577	$ 7.84
36658	06/13/2023	FINANCE	PURCHASING	AT&T	05/23 CALNET 3 SVS 9391026394	$ 27.38
36658	06/13/2023	FINANCE	PURCHASING	AT&T	05/23 CALNET 3 SVS 9391031564	$ 13.66
36658	06/13/2023	FINANCE	PD OPS	AT&T	05/23 CALNET 3 SVS 9391031561	$ 141.22
36658	06/13/2023	FINANCE	PD OPS	AT&T	05/23 CALNET 3 SVS 9391031579	$ 261.67
36658	06/13/2023	FINANCE	PD OPS	AT&T	05/23 CALNET 3 SVS 9391026411	$ 156.37
36658	06/13/2023	FINANCE	PD OPS	AT&T	05/23 CALNET 3 SVS 9391026414	$ 356.67
36659	06/13/2023	FINANCE	AQUATICS PROGRM	AT&T	05/23 CALNET 3 SVS 9391026397	$ 22.75
36659	06/13/2023	FINANCE	BUILDING	AT&T	05/23 CALNET 3 SVS 9391026407	$ 24.29
36659	06/13/2023	FINANCE	FIRE	AT&T	05/23 CALNET 3 SVS 9391026402	$ 24.29
36659	06/13/2023	FINANCE	HR/RISK MGT	AT&T	05/23 CALNET 3 SVS 9391026400	$ 24.29
36659	06/13/2023	FINANCE	SR CITIZEN COMM	AT&T	05/23 CALNET 3 SVS 9391026389	$ 24.29
36659	06/13/2023	FINANCE	SR CITIZEN COMM	AT&T	05/23 CALNET 3 SVS 9391026395	$ 24.29
36659	06/13/2023	FINANCE	WWTP	AT&T	05/23 CALNET 3 SVS 9391026405	$ 24.58
36659	06/13/2023	FINANCE	PD OPS	AT&T	05/23 CALNET 3 SVS 9391026409	$ 24.70
36660	06/13/2023	HR	GENERAL FUND	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL 07/01/23-06/30/24	$ 2,070.00
36661	06/13/2023	HR	GENERAL FUND	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 06/01/23-06/30/24	$ 1,530.00
36661	06/13/2023	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 06/01/23-06/30/24	$ 78.00
36662	06/13/2023	INFO SERVICES	COMPUTER MAINT	CDW GOVERNMENT, INC	ADOBE LICENSING RENEWAL	$ 545.68
36663	06/13/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 05/26/2023 PAYROLL	$ 911.08
36664	06/13/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 06/09/2023 PAYROLL	$ 911.08
36665	06/13/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 211.00
36666	06/13/2023	GRANTS	MADERA TRANSIT CENTER	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	$ 80.00
36667	06/13/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 05/16/23-05/31/23	$ 20,740.00
36668	06/13/2023	FLEET MAINT	PROP 1B PTMISEA	J'S COMMUNICATIONS	RADIO ACCESSORIES	$ 120.46

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36669	06/13/2023	PARKS	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	$ 1,825.70
36670	06/13/2023	FINANCE	PAYROLL TRUST	M.C.E.A.	05/23 MONTHLY DUES	$ 300.00
36671	06/13/2023	FINANCE	PAYROLL TRUST	M P O A	05/23 MONTHLY DUES	$ 6,463.92
36672	06/13/2023	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 1001 CS	$ 422.50
36672	06/13/2023	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 1000 CS	$ 351.00
36672	06/13/2023	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 702.00
36673	06/13/2023	PW ADMIN	SEWER OPS	MATHIES, MICHAEL	PER DIEM - CWEA TRI-STATE SEMINAR	$ 276.00
36674	06/13/2023	FLEET MAINT	FLEET MAINT	MUNICIPAL MAINTENANCE EQUIP., INC.	#3004 SWEEPER BLOWER REPAIR	$ 10,027.11
36675	06/13/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 8126770647-1	$ 245.10
36675	06/13/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 98.35
36675	06/13/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3819620697-3	$ 95.54
36675	06/13/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 1,108.81
36675	06/13/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 7,062.25
36675	06/13/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	05/23 SERVICE 8307681856-2	$ 400.01
36675	06/13/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 1,313.16
36675	06/13/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	05/23 SERVICE 2000655655-7	$ 1,971.53
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 7949615676-5	$ 16.93
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 4318089701-9	$ 17.73
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 5237156686-1	$ 36.49
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3352588453-3	$ 122.16
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3499945233-6	$ 92.32
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 30,982.07
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 8178280304-3	$ 170.90
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 1619119913-8	$ 91.72
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 6690755760-8	$ 93.15
36675	06/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3642526071-2	$ 52.07
36675	06/13/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 2173157566-4	$ 1,355.53
36675	06/13/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 692.73
36675	06/13/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 936.11
36675	06/13/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 139.66
36675	06/13/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 8,138.22
36675	06/13/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 2,150.94
36675	06/13/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 167.27
36675	06/13/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 125.67
36675	06/13/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9172110863-6	$ 16,248.02
36675	06/13/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9651992016-7	$ 153.69
36675	06/13/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 124,280.62
36675	06/13/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/23 SERVICE 1902328695-8	$ 23.82
36675	06/13/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 134.64
36675	06/13/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 9.67
36675	06/13/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 29.56
36675	06/13/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 20.48

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36675	06/13/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 10.55
36675	06/13/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 51.46
36675	06/13/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 39.13
36675	06/13/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 29.56
36675	06/13/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 10.72
36675	06/13/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 64.66
36675	06/13/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 10.68
36675	06/13/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 66.41
36675	06/13/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 21.83
36675	06/13/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 3533032414-2	$ 138.04
36676	06/13/2023	FINANCE	CFD DEBT FUND-2006 BNDS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 05/30/23-06/29/23	$ 54.24
36676	06/13/2023	FINANCE	WATER OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 05/30/23-06/29/23	$ 216.98
36676	06/13/2023	FINANCE	WATER QUALITY CONTROL	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 05/30/23-06/29/23	$ 54.25
36676	06/13/2023	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE 05/30/23-06/29/23	$ 108.49
36677	06/13/2023	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX BILL 07/23-06/24	$ 612.00
36677	06/13/2023	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX BILL 07/23-06/24	$ 612.00
36678	06/13/2023	HR	WATER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 7/23-06/24	$ 1,602.00
36678	06/13/2023	HR	SEWER FUND	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE MEDICAL BILL 7/23-06/24	$ 1,602.00
36679	06/13/2023	ENGINEERING	WWTP	SPARKLETTS	DRINKING WATER ENGINEERING	$ 101.91
36680	06/13/2023	INFO SERVICES	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	LAPTOPS	$ 56,078.45
36681	06/13/2023	ENGINEERING	LTF - PARKS	STATE WATER RESOURCES CONTROL BOARD	PERMIT FEES - 5B20CR00098	$ 365.00
36682	06/13/2023	PW ADMIN	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	PERMIT FEES - 540487	$ 1,738.00
36683	06/13/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/26/23 PAYROLL	$ 25.00
36683	06/13/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 06/09/23 PAYROLL	$ 25.00
36684	06/13/2023	PARKS	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	$ 304.51
36685	06/13/2023	ENGINEERING	LTF - STREETS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW - POST 183.0-184.0	$ 96.50
36686	06/13/2023	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	SERVICES FOR PERIOD 02/01/23-04/30/23	$ 625.00
36687	06/13/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	TREE MANAGEMENT AND MAINTENANCE SERVICES	$ 4,500.00
36688	06/13/2023	FINANCE	PD OPS	OVERPAYMENTS	REIMBURSEMENT - PK 40904 DISMISSED	$ 272.00
36689	06/13/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 2,046.00
36690	06/13/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 2,727.00
36691	06/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	$ 50.00
36692	06/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
36693	06/13/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY MODIFICATION REFUND	$ 60.00
36694	06/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	$ 50.00
36695	06/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
36696	06/13/2023	PARKS	AQUATICS PROGRM	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	$ 85.00
36697	06/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 50.00
36697	06/13/2023	PARKS	PARKS	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 115.00
36698	06/13/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY MODIFICATION REFUND	$ 60.00
36699	06/13/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY MODIFICATION REFUND	$ 60.00
36700	06/13/2023	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY MODIFICATION REFUND	$ 60.00

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36701	06/13/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
36702	06/13/2023	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 1,786.60
36703	06/21/2023	PD OPS	MEAS K - PD	KER'S GAS & LUBE, INC.	05/23 PD CAR WASHES	$ 630.00
36704	06/21/2023	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 05/23	$ 34,110.85
36705	06/21/2023	ENGINEERING	WATER CAPITAL OUTLAY	THIRKETTLE CORPORATION	WTR METER TRANSMITTERS	$ 4,583.37
36705	06/21/2023	ENGINEERING	INTEGRATED WATER MGT	THIRKETTLE CORPORATION	WTR METER TRANSMITTERS	$ 10,673.39
36706	06/21/2023	CITY ADMIN	COMPUTER MAINT	ACRO SERVICE CORPORATION	TEMP SERVICES - INFORMATION SERVICES	$ 3,200.00
36706	06/21/2023	PLANNING	PLANNING	ACRO SERVICE CORPORATION	CONSULTING SERVICES - PLANNING	$ 4,875.00
36707	06/21/2023	FACILITIES	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	CLEAN & SEAL FLOORING - CITY HALL	$ 734.80
36708	06/21/2023	PD OPS	MEAS K - PD	HARRY D. WILSON INC.	BMW R 1250 REPLACE FRONT & BACK BRAKE PADS	$ 340.03
36709	06/21/2023	PARKS	SPORTS PROGRAMS	J & D MANUFACTURING	YOUTH FOOTBALL BANNER	$ 236.04
36709	06/21/2023	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	SPRING T-BALL SHIRTS & HATS	$ 5,505.87
36710	06/21/2023	PD OPS	SUPP LAW ENF	TIM J LAW	EMPLOYMENT BACKGROUND	$ 700.00
36711	06/21/2023	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	04/23 TRANSIT OPERATOR	$ 76,629.00
36711	06/21/2023	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	05/23 TRANSIT OPERATOR	$ 83,537.15
36711	06/21/2023	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	04/23 TRANSIT OPERATOR	$ 49,370.43
36711	06/21/2023	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	05/23 TRANSIT OPERATOR	$ 50,615.89
36712	06/21/2023	FACILITIES	COMM & REC	PRESTIGE CUSTOM GLASS	REPLACE BROKEN WINDOW	$ 1,412.64
36713	06/21/2023	PD OPS	SUPP LAW ENF	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM - 23M-03253, 23M-03219, 23M-03439	$ 3,000.00
36714	06/21/2023	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$ 362.25
36715	06/21/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 05/16/23-05/31/23	$ 365.67
36715	06/21/2023	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	$ 2,719.99
36715	06/21/2023	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL WWTP - BULK DIESEL	$ 4,374.46
36716	06/21/2023	FLEET MAINT	STREETS	GARTON TRACTOR INC	ROTARY CUTTER	$ 3,247.50
36717	06/21/2023	PD OPS	SUPP LAW ENF	CINTAS CORPORATION	MEDICAL SUPPLIES	$ 122.43
36718	06/21/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	$ 19,550.00
36719	06/21/2023	HR	HR/RISK MGT	JOCELYN E ROLAND PHD	FITNESS FOR DUTY EXAM	$ 212.50
36720	06/21/2023	PD OPS	PD OPS	CHARLES BRAVO	PER DIEM - BASIC SCHOOL RESOURCE OFFICER COURSE	$ 295.00
36721	06/21/2023	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 39.00
36721	06/21/2023	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 39.00
36721	06/21/2023	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 429.00
36721	06/21/2023	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 78.00
36721	06/21/2023	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 117.00
36721	06/21/2023	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 78.00
36721	06/21/2023	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 19.50
36721	06/21/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 19.50
36721	06/21/2023	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 39.00
36721	06/21/2023	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	06/23 PEST CONTROL SERVICES	$ 39.00
36722	06/21/2023	PW ADMIN	CONTAINER RECYCLING	DEPT OF RESOURCES RECYCLING AND RECOVERY	CCP-20-178 UNSPENT RECYCLING FUNDS FY 20/21	$ 6,059.00
36723	06/21/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	QUARTERLY SAMPLING	$ 963.00
36723	06/21/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	$ 442.00
36723	06/21/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 570.00

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36724	06/21/2023	PD OPS	SUPP LAW ENF	AT&T	05/23 CALNET 3 SVS 9391031578	$ 164.17
36724	06/21/2023	PD OPS	SUPP LAW ENF	AT&T	05/23 CALNET 3 SVS 9391031566	$ 154.88
36725	06/21/2023	FINANCE	BUILDING	AT&T	05/23 FIRSTNET SVS 287302656036	$ 149.91
36725	06/21/2023	FINANCE	CITY CLERK	AT&T	05/23 FIRSTNET SVS 287302656036	$ 89.90
36725	06/21/2023	FINANCE	CITY COUNCIL	AT&T	05/23 FIRSTNET SVS 287302656036	$ 281.68
36725	06/21/2023	FINANCE	CODE ENF	AT&T	05/23 FIRSTNET SVS 287302656036	$ 44.95
36725	06/21/2023	FINANCE	COMPUTER MAINT	AT&T	05/23 FIRSTNET SVS 287302656036	$ 515.46
36725	06/21/2023	FINANCE	ENGINEERING	AT&T	05/23 FIRSTNET SVS 287302656036	$ 285.07
36725	06/21/2023	FINANCE	FACILITIES MAINT	AT&T	05/23 FIRSTNET SVS 287302656036	$ 794.27
36725	06/21/2023	FINANCE	FINANCE	AT&T	05/23 FIRSTNET SVS 287302656036	$ 185.13
36725	06/21/2023	FINANCE	FLEET MAINT	AT&T	05/23 FIRSTNET SVS 287302656036	$ 44.95
36725	06/21/2023	FINANCE	GRANT OVERSIGHT	AT&T	05/23 FIRSTNET SVS 287302656036	$ 94.92
36725	06/21/2023	FINANCE	HR/RISK MGT	AT&T	05/23 FIRSTNET SVS 287302656036	$ 90.21
36725	06/21/2023	FINANCE	PARKS	AT&T	05/23 FIRSTNET SVS 287302656036	$ 195.11
36725	06/21/2023	FINANCE	PLANNING	AT&T	05/23 FIRSTNET SVS 287302656036	$ 44.95
36725	06/21/2023	FINANCE	STREETS	AT&T	05/23 FIRSTNET SVS 287302656036	$ 49.97
36725	06/21/2023	FINANCE	UB - GARBAGE	AT&T	05/23 FIRSTNET SVS 287302656036	$ 11.23
36725	06/21/2023	FINANCE	UB - SEWER	AT&T	05/23 FIRSTNET SVS 287302656036	$ 11.24
36725	06/21/2023	FINANCE	UB - WATER	AT&T	05/23 FIRSTNET SVS 287302656036	$ 22.48
36725	06/21/2023	FINANCE	WWTP	AT&T	05/23 FIRSTNET SVS 287302656036	$ 49.97
36725	06/21/2023	FINANCE	MEAS K - PD	AT&T	05/23 FIRSTNET SVS 287302965625	$ 5,694.96
36725	06/21/2023	FINANCE	CITY MANAGER	AT&T	05/23 FIRSTNET SVS 287302656036	$ 90.21
36726	06/21/2023	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	MUNI CODE INTERNET	$ 318.83
36726	06/21/2023	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	MUNI CODE SUPPLEMENT - S-48	$ 3,073.80
36727	06/21/2023	HR	PD OPS	ANAYA, CHRIS	TUITION REIMBURSEMENT	$ 918.00
36728	06/21/2023	WWTP	WWTP	CALIFORNIA BOILER INC.	HEAT EXCHANGE SERVICE - WWTP	$ 3,337.45
36729	06/21/2023	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	05/23 DOJ LIVESCAN FINGERPRINTS	$ 192.00
36730	06/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 36.81
36730	06/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 0.89
36730	06/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 36.81
36730	06/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 36.81
36730	06/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 36.81
36730	06/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 3.07
36730	06/21/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 36.81
36730	06/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 90.74
36730	06/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 9.14
36730	06/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 90.74
36730	06/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 90.74
36730	06/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 90.70
36730	06/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 23.98
36730	06/21/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 90.74
36730	06/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 41.95

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36730	06/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 181.33
36730	06/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 41.95
36730	06/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 41.95
36730	06/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 41.95
36730	06/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 149.60
36730	06/21/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 41.95
36730	06/21/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 270.63
36730	06/21/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 731.97
36730	06/21/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 270.63
36730	06/21/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 270.63
36730	06/21/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 270.63
36730	06/21/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 611.71
36730	06/21/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 270.63
36730	06/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 81.19
36730	06/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 81.19
36730	06/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 81.19
36730	06/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 81.19
36730	06/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 6.22
36730	06/21/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 81.19
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 414.60
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 1,095.88
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 414.60
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 414.60
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 414.60
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 835.41
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 0.04
36730	06/21/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 414.60
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 78.76
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 259.75
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 78.76
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 78.76
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 78.76
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 149.60
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 205.46
36730	06/21/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 78.76
36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 293.36
36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 274.99
36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 293.36
36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 293.36
36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 293.36
36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 182.96
36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 238.94

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36730	06/21/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 293.36
36730	06/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 113.66
36730	06/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 214.22
36730	06/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 113.66
36730	06/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 113.66
36730	06/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 113.66
36730	06/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 614.25
36730	06/21/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 113.66
36730	06/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 41.14
36730	06/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 186.63
36730	06/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 41.14
36730	06/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 41.14
36730	06/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 41.14
36730	06/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 62.15
36730	06/21/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 41.14
36730	06/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 41.14
36730	06/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 186.63
36730	06/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 41.14
36730	06/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 41.14
36730	06/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 41.14
36730	06/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 62.15
36730	06/21/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 41.14
36730	06/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 181.33
36730	06/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 149.60
36730	06/21/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 181.33
36730	06/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 41.95
36730	06/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 149.60
36730	06/21/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 41.95
36730	06/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 41.14
36730	06/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 186.63
36730	06/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 41.14
36730	06/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 41.14
36730	06/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 41.14
36730	06/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 10/22-12/22	$ 62.15

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36730	06/21/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 41.14
36730	06/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 32.48
36730	06/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 137.16
36730	06/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 32.48
36730	06/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 32.48
36730	06/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 32.48
36730	06/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 452.32
36730	06/21/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 32.48
36730	06/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 36.81
36730	06/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 93.52
36730	06/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 36.81
36730	06/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 36.81
36730	06/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 36.81
36730	06/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 344.75
36730	06/21/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 36.81
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 11/22	$ 200.26
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 01/23	$ 200.26
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 02/23	$ 200.26
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 04/23	$ 200.26
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 05/22	$ 200.26
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE & QTRLY OVERAGES	$ 408.79
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 03/23	$ 262.74
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER LEASE & USAGE	$ 389.22
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES & OVERAGES 01/23-03/23	$ 113.34
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 04/23	$ 262.74
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 12/22	$ 262.74
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER LEASE & USAGE	$ 427.95
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 01/23	$ 262.78
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER QUARTERLY OVERAGE CHARGES 07/22-09/22	$ 2,539.76
36730	06/21/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	CITY COPY CHARGES 02/23	$ 262.74
36731	06/21/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 422.00
36732	06/21/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/23	$ 87.50
36732	06/21/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/23	$ 21.88
36732	06/21/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/23	$ 21.88
36732	06/21/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 05/23	$ 43.74
36733	06/21/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	06/23 NEWSLETTER	$ 339.09
36733	06/21/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	06/23 NEWSLETTER	$ 339.09
36733	06/21/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	06/23 NEWSLETTER	$ 678.19
36734	06/21/2023	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ELEVATOR INSPECTION - JWYC	$ 784.50
36735	06/21/2023	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	06/23 POWER SWEEPING	$ 387.00
36735	06/21/2023	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	06/23 POWER SWEEPING	$ 387.00
36736	06/21/2023	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	$ 3,836.38

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36737	06/21/2023	PD OPS	PD OPS	JUAREZ, WAYSON	PER DIEM - BASIC SCHOOL RESOURCE OFFICER COURSE	$ 295.00
36738	06/21/2023	HR	GENERAL FUND	KAISER FOUNDATION HEALTH PLAN	MEDICAL PRE-PAYMENT 07/01/23 - 06/31/24	$ 906.00
36739	06/21/2023	FIRE	MEAS K - FIRE	L.N. CURTIS & SONS	MISC EQUIPMENT FOR E-57	$ 15,622.93
36740	06/21/2023	FIRE	MEAS K - FIRE	MASSETTI, KEVIN	NEW WINDOW SHADES	$ 3,418.21
36741	06/21/2023	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9904707	$ 200.00
36741	06/21/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/23 UTILITY SERVICE - 3040421-500276	$ 50.61
36741	06/21/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	06/23 UTILITY SERVICE - 3040431-500276	$ 249.62
36742	06/21/2023	PD OPS	GENERAL TRUST	MADERA POLICE DEPARTMENT	PROPERTY & EVIDENCE SEIZURE	$ 308.38
36743	06/21/2023	CITY ADMIN	CITY MANAGER	MADERA TRIBUNE	REQUEST FOR BID - CITY ATTORNEY	$ 110.50
36743	06/21/2023	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 416.00
36743	06/21/2023	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 344.50
36744	06/21/2023	PW ADMIN	PARKS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 418.42
36744	06/21/2023	PW ADMIN	STREETS	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 12,530.28
36744	06/21/2023	PW ADMIN	WWTP	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL	$ 3,950.68
36745	06/21/2023	PD OPS	PD OPS	NATIONAL TRAINING CONCEPTS	TUITION - FIREARMS/TACTICAL RIFLE INST COURSE	$ 557.00
36746	06/21/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ (206.81)
36746	06/21/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 60.47
36746	06/21/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 1,269.45
36746	06/21/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 431.82
36746	06/21/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 6,406.44
36746	06/21/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 94.00
36746	06/21/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 153.47
36746	06/21/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 136.30
36746	06/21/2023	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 5,382.20
36746	06/21/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 50.17
36746	06/21/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 20.86
36746	06/21/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 7.57
36746	06/21/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 29,472.85
36746	06/21/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 61.56
36746	06/21/2023	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 10.18
36746	06/21/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 20.54
36746	06/21/2023	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9920095153-3	$ 470.72
36747	06/21/2023	FINANCE	CITY COUNCIL	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	$ 141.02
36747	06/21/2023	FINANCE	FINANCE	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	$ 20.00
36748	06/21/2023	ENGINEERING	WATER CAPITAL OUTLAY	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	$ 6,895.93
36749	06/21/2023	PD OPS	SUPP LAW ENF	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	$ 75.00
36750	06/21/2023	ENGINEERING	WWTP	SPARKLETTS	DRINKING WATER ENGINEERING	$ 101.91
36751	06/21/2023	FINANCE	PURCHASING	STATE OF CALIFORNIA	CALIFORNIA NOTARY EXAM FEE-J STICKMAN	$ 40.00
36752	06/21/2023	PD OPS	SUPP LAW ENF	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 05/23	$ 250.00
36753	06/21/2023	FACILITIES	FACILITIES MAINT	VILLA GARDENING SERVICE INC	TREE TRIMMING	$ 700.00
36754	06/21/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	TREE MANAGEMENT AND MAINTENANCE SERVICES	$ 11,700.00
36755	06/21/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 759.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36756	06/21/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 2,700.00
36757	06/21/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND METER #30	$ 1,700.00
36758	06/21/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND METER #29	$ 1,700.00
36759	06/21/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND METER #30	$ 1,700.00
36760	06/21/2023	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY MODIFICATION REFUND	$ 60.00
36761	06/21/2023	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY MODIFICATION REFUND	$ 60.00
36762	06/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	$ 50.00
36763	06/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY PAVILION	$ 50.00
36764	06/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	$ 50.00
36765	06/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC REDWOOD AREA	$ 50.00
36766	06/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - SUNRISE ROTARY NORTH BALLFIELD	$ 50.00
36767	06/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	$ 50.00
36768	06/21/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 2	$ 50.00
36769	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922132	$ 215.52
36770	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916717	$ 86.03
36771	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9921106	$ 216.15
36772	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919435	$ 113.87
36773	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926025	$ 171.61
36774	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 5112001	$ 94.63
36775	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9912663	$ 353.86
36776	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918802	$ 51.84
36777	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9908450	$ 183.77
36778	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924719	$ 97.45
36779	06/21/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926498	$ 24.77
36780	06/27/2023	CITY ADMIN	COMPUTER MAINT	ACRO SERVICE CORPORATION	TEMP SERVICES - INFORMATION SERVICES	$ 6,280.00
36781	06/27/2023	PARKS ADMIN	GENERAL FUND	GLOBAL PAYMENTS, INC	SUBSCRIPTION - ACTIVE NET FY 23/24	$ 1,333.33
36782	06/27/2023	FIRE	MEAS K - FIRE	ALLSTAR FIRE EQUIPMENT	MISC FIRE EQUIPMENT	$ 24,884.51
36783	06/27/2023	ENGINEERING	TRANS IMPACT FEE	CORNERSTONE STRUCTURAL ENG GROUP, INC.	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	$ 53,108.26
36784	06/27/2023	PROP 1B PTMISEA	PROP 1B PTMISEA	TALKINGTON, INC.	EPOXY FLOORING TRANSIT BAYS	$ 9,987.00
36785	06/27/2023	PURCHASING	PURCHASING	CALIFORNIA ASSOCIATION OF PUBLIC	CHAPTER DUES	$ 5.00
36786	06/27/2023	SEWER OPS	SEWER OPS	RILEY RUSSELL	DISINFECTANT	$ 1,081.33
36787	06/27/2023	PD OPS	PD OPS	NATHAN MUNOZ	PER DIEM - DRE SCHOOL WEEK 1	$ 425.50
36787	06/27/2023	PD OPS	PD OPS	NATHAN MUNOZ	PER DIEM - DRE SCHOOL WEEK 2	$ 351.50
36788	06/27/2023	FINANCE	COMM & REC	AT&T	05/23 CALNET 3 SVS 9391026396	$ 259.75
36788	06/27/2023	FINANCE	SR CITIZEN COMM	AT&T	05/23 CALNET 3 SVS 9391026398	$ 24.29
36788	06/27/2023	FINANCE	SR CITIZEN COMM	AT&T	05/23 CALNET 3 SVS 9391026403	$ 27.03
36788	06/27/2023	FINANCE	PD OPS	AT&T	05/23 CALNET 3 SVS 9391026401	$ 24.29
36788	06/27/2023	FINANCE	PD OPS	AT&T	05/23 CALNET 3 SVS 9391059143	$ 2,502.21
36789	06/27/2023	HR	MEAS K - PD	ANAYA, CHRIS	TUITION REIMBURSEMENT	$ 105.00
36790	06/27/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 04/23	$ 63.73
36790	06/27/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 05/23	$ 63.73
36790	06/27/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 04/23	$ 18.86

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36790	06/27/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 05/23	$ 18.86
36790	06/27/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 04/23	$ 18.92
36790	06/27/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 05/23	$ 18.92
36790	06/27/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 04/23	$ 135.45
36790	06/27/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 05/23	$ 135.45
36790	06/27/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 04/23	$ 90.62
36790	06/27/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 05/23	$ 90.62
36790	06/27/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 04/23	$ 36.86
36790	06/27/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 05/23	$ 36.86
36790	06/27/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 04/23	$ 126.49
36790	06/27/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 05/23	$ 126.49
36790	06/27/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 04/23	$ 27.87
36790	06/27/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 05/23	$ 27.87
36790	06/27/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 04/23	$ 99.59
36790	06/27/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 05/23	$ 99.59
36790	06/27/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 04/23	$ 18.92
36790	06/27/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 05/23	$ 18.92
36790	06/27/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 04/23	$ 36.86
36790	06/27/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 05/23	$ 36.86
36790	06/27/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 04/23	$ 36.86
36790	06/27/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 05/23	$ 36.86
36790	06/27/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 04/23	$ 45.79
36790	06/27/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 05/23	$ 45.79
36790	06/27/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 04/23	$ 36.83
36790	06/27/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 05/23	$ 36.83
36790	06/27/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 04/23	$ 45.48
36790	06/27/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 05/23	$ 45.48
36790	06/27/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 04/23	$ 45.80
36790	06/27/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 05/23	$ 45.80
36790	06/27/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 04/23	$ 54.77
36790	06/27/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 05/23	$ 54.77
36790	06/27/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 04/23	$ 32.34
36790	06/27/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 05/23	$ 32.34
36790	06/27/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 04/23	$ 36.83
36790	06/27/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 05/23	$ 36.83
36790	06/27/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 04/23	$ 36.83
36790	06/27/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 05/23	$ 36.83
36790	06/27/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 04/23	$ 30.11
36790	06/27/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 05/23	$ 30.11
36790	06/27/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 04/23	$ 30.11
36790	06/27/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 05/23	$ 30.11
36790	06/27/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 04/23	$ 59.25

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36790	06/27/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 05/23	$ 59.25
36790	06/27/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 04/23	$ 41.31
36790	06/27/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 05/23	$ 41.31
36790	06/27/2023	FINANCE	WATER QUALITY CONTROL	COMCAST	CITY INTERNET CONNECTION 04/23	$ 18.92
36790	06/27/2023	FINANCE	WATER QUALITY CONTROL	COMCAST	CITY INTERNET CONNECTION 05/23	$ 18.92
36790	06/27/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 04/23	$ 27.87
36790	06/27/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 05/23	$ 27.87
36790	06/27/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 04/23	$ 18.86
36790	06/27/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 05/23	$ 18.86
36790	06/27/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 04/23	$ 27.87
36790	06/27/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 05/23	$ 27.87
36791	06/27/2023	FINANCE	MEAS K - PD	COMCAST	06/23 SVS 8155500320092096	$ 175.86
36792	06/27/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 143.50
36793	06/27/2023	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	3RD QTR ACTUAL BILLING FOR CITY CONTRACT FY 22/23	$ 939,003.31
36793	06/27/2023	FIRE	MEAS K - FIRE	DEPARTMENT OF FORESTRY AND FIRE	3RD QTR ACTUAL BILLING FOR CITY CONTRACT FY 22/23	$ 469,431.22
36794	06/27/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	ALARM SVS CALL - PAC	$ 154.50
36795	06/27/2023	STREETS	STREETS	ENNIS TRAFFIC SAFETY SOLUTIONS	WATERBORNE TRAFFIC PAINT	$ 19,555.14
36796	06/27/2023	FIRE	FIRE	L.N. CURTIS & SONS	MISC EQUIPMENT	$ 8,905.52
36797	06/27/2023	PARKS ADMIN	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	$ 612.55
36798	06/27/2023	FINANCE	WATER CONSERV	CITY OF MADERA	HOSE FAUCET TIMER REBATE - 8577001	$ 43.97
36798	06/27/2023	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 8577001	$ 100.00
36798	06/27/2023	FINANCE	WATER CONSERV	CITY OF MADERA	DRIP IRRIGATION REBATE - 8577001	$ 54.02
36799	06/27/2023	PW ADMIN	WATER OPS	MADERA PUMPS, INC.	EMERGENCY REPAIRS - WELL 33	$ 100,055.44
36800	06/27/2023	ENGINEERING	ENGINEERING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 497.25
36800	06/27/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - PLANNING	$ 76.00
36800	06/27/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - ADMIN ANAYLYST	$ 83.60
36801	06/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 9787342989-4	$ 124.12
36801	06/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/23 SERVICE 1598348280-1	$ 69.24
36801	06/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 159834280-1	$ 67.34
36801	06/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 5225647713-5	$ 15.77
36801	06/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 1715785853-5	$ 1,388.04
36801	06/27/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/23 SERVICE 5207933925-6	$ 50.40
36801	06/27/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	05/23 SERVICE 2173157566-4	$ 1,396.18
36801	06/27/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	05/23 SERVICE 8675479583-8	$ 41.93
36801	06/27/2023	FINANCE	ZONE 34B ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 0443905948-8	$ 6.27
36801	06/27/2023	FINANCE	ZONE 43A ACTIVITIES	PACIFIC GAS & ELECTRIC	05/23 SERVICE 6948316261-1	$ 17.92
36802	06/27/2023	PARKS ADMIN	SPECIAL EVENTS	PETTY CASH - PARKS DEPT.	PETTY CASH - STARS & STRIPES GOLF TOURNAMENT	$ 300.00
36803	06/27/2023	PLANNING	PLANNING	QUAD-KNOPF ENGINEERING	PROFESSIONAL CONSULTING SERVICES	$ 3,958.00
36804	06/27/2023	WATER QUALITY	WATER QUALITY CONTROL	R. F. MACDONALD	CHLORINE DOSING PUMP	$ 9,996.17
36805	06/27/2023	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PATCHING	$ 58,055.06
36806	06/27/2023	WWTP	SEWER CAPITAL OUTLAY	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING SERVICES	$ 5,575.00
36807	06/27/2023	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	$ 36,041.57

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36808	06/27/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 103.76
36808	06/27/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 38.01
36808	06/27/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 51.88
36808	06/27/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 152.04
36808	06/27/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 1.59
36808	06/27/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 38.01
36808	06/27/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 1.59
36808	06/27/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 51.88
36808	06/27/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 13.88
36808	06/27/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 1.59
36808	06/27/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 1.59
36808	06/27/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 143.77
36808	06/27/2023	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 38.01
36808	06/27/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 75.58
36808	06/27/2023	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 05/11/23-06/10/23	$ 494.41
36809	06/27/2023	PD OPS	PD OPS	WEBSTER, NICHOLAS	PER DIEM - SLI SESSION #2	$ 258.75
36810	06/27/2023	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - M-23-P-01	$ 410.00
36810	06/27/2023	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - M-23-P-03	$ 1,025.00
36811	06/27/2023	PD OPS	GENERAL TRUST	ASSET FORFEITURE/OTHER PD	SEIZED FUND	$ 308.38
36812	06/27/2023	PD OPS	PD OPS	ASSET FORFEITURE/OTHER PD	TOLL FEE	$ 6.28
36813	06/27/2023	PD OPS	PD OPS	ASSET FORFEITURE/OTHER PD	TOLL FEE	$ 21.30
36814	06/27/2023	PD OPS	PD OPS	ASSET FORFEITURE/OTHER PD	TOLL FEE	$ 49.90
36815	06/27/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 3,000.00
36816	06/27/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 3,000.00
36817	06/27/2023	HR	HOME DAP	AR REFUNDS	REIMBURSEMENT - CITY MONITORING	$ 8,187.70
36818	06/27/2023	HR	HOME DAP	AR REFUNDS	REIMBURSEMENT - CITY MONITORING	$ 6,476.57
36819	06/27/2023	ENGINEERING	ARTERIAL/COLLECTOR	BOND ENCROACH	REIMBURSEMENT - IVEYWOOD	$ 442,352.15
36819	06/27/2023	ENGINEERING	MEDIAN ISLAND	BOND ENCROACH	REIMBURSEMENT - IVEYWOOD	$ 18,485.10
36819	06/27/2023	ENGINEERING	TRAFFIC SIGNAL	BOND ENCROACH	REIMBURSEMENT - IVEYWOOD	$ 56,350.00
36819	06/27/2023	ENGINEERING	STORM DRAIN SE QUAD	BOND ENCROACH	REIMBURSEMENT - IVEYWOOD	$ 270,000.00
36820	06/27/2023	ENGINEERING	MEDIAN ISLAND	BOND ENCROACH	REIMBURSEMENT - CAPISTRANO XVI	$ 41,665.47
36821	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925298	$ 98.25
36822	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926417	$ 81.14
36823	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9913281	$ 23.00
36824	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913281	$ 578.45
36825	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919408	$ 1,234.48
36826	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 3607002	$ 127.77
36827	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9898482	$ 95.81
36828	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924729	$ 174.70
36829	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916060	$ 47.71
36830	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUN 9921955	$ 188.28
36831	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924867	$ 182.80

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36832	06/27/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913280	$ 723.81
36833	06/27/2023	GRANTS	PROP 1B PTMISEA	MDSOLUTIONS INC	BUS STOP SIGN HOLDERS	$ 12,187.00
36834	06/28/2023	ENGINEERING	FIXED RT - CAPITAL OUTLAY	STANTEC ARCHITECTURE INC.	TRANSIT CENTER CANOPY DESIGN	$ 2,000.00
36835	06/28/2023	FLEET MAINT	PROP 1B PTMISEA	AIR EXCHANGE, INC	VEHICLE EXHAUST EXTRACTION SYSTEM	$ 30,436.63
36836	06/29/2023	GRANTS	PROP 1B PTMISEA	TRENTMAN CORPORATION	BUS STOP HARDWARE	$ 10,130.31
36837	06/29/2023	STREETS	PROP 1B PTMISEA	FASTENAL COMPANY	BUS STOP HARDWARE	$ 439.87
36838	06/29/2023	GRANTS	PROP 1B PTMISEA	SAFETY NETWORK, INC.	BUS STOP SIGNS	$ 5,772.56
36839	07/03/2023	FLEET	FLEET MAINT	RCA INVESTMENTS	2023 BMW R1250 RT #6609	$ 9,764.96
36839	07/03/2023	FLEET	FLEET MAINT	RCA INVESTMENTS	2023 BMW R1250 RT #6610	$ 9,764.95
36839	07/03/2023	FLEET	FLEET MAINT	RCA INVESTMENTS	2023 BMW R1250 RT #6611	$ 9,764.95
36839	07/03/2023	FLEET	FLEET ACQUISITION	RCA INVESTMENTS	2023 BMW R1250 RT #6609	$ 19,529.90
36839	07/03/2023	FLEET	FLEET ACQUISITION	RCA INVESTMENTS	2023 BMW R1250 RT #6610	$ 19,529.91
36839	07/03/2023	FLEET	FLEET ACQUISITION	RCA INVESTMENTS	2023 BMW R1250 RT #6611	$ 19,529.91
36840	07/03/2023	FINANCE	PURCHASING	JENNIFER STICKMAN	PER DIEM - REQUIRED NOTARY TRAINING	$ 109.71
36841	07/07/2023	WATER OPS	WATER OPS	FERGUSON ENTERPRISES, INC.	BRASS FITTINGS FOR LEAK REPAIR	$ 1,394.40
36842	07/07/2023	WATER OPS	WATER OPS	FERGUSON ENTERPRISES, INC.	HYDRANT PRESSURE LOGGERS	$ 1,729.84
36843	07/07/2023	PD OPS	MEAS K - PD	T-MOBILE USA, INC.	TIMING ADVANCE - 23M-03611	$ 25.00
36844	07/07/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 08/19/22 PAYROLL	$ 996.43
36845	07/07/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 09/30/22 PAYROLL	$ 996.43
36846	07/07/2023	FINANCE	FINANCE	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 06/23/23 PAYROLL	$ 2.50
36846	07/07/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 06/23/23 PAYROLL	$ 748.70
36847	07/07/2023	FLEET MAINT	TRANS - FIXED	GLENCASS SIGNS, INC.	GRAPHICS FOR BUSES	$ 1,513.33
36847	07/07/2023	FLEET MAINT	TRANS - DAR	GLENCASS SIGNS, INC.	GRAPHICS FOR BUSES	$ 270.67
36848	07/07/2023	PARKS ADMIN	RECREATION	J & D MANUFACTURING	STAFF SHIRTS FOR CITY PROGRAMS	$ 2,299.77
36849	07/07/2023	PD OPS	MEAS K - PD	DIEBERTS CREATIVE COPY INC	CODE ENFORCEMENT STICKERS	$ 203.59
36850	07/07/2023	UB - WATER	UB - GARBAGE	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	$ 312.50
36850	07/07/2023	UB - WATER	UB - SEWER	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	$ 312.50
36850	07/07/2023	UB - WATER	UB - WATER	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	$ 625.00
36851	07/07/2023	PD OPS	MEAS K - PD	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	$ 183.63
36852	07/07/2023	CITY CLERK	PURCHASING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	$ 8.35
36853	07/07/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 91.08
36853	07/07/2023	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 115.05
36853	07/07/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 436.24
36853	07/07/2023	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 320.02
36853	07/07/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 200.60
36853	07/07/2023	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 191.45
36853	07/07/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 380.42
36853	07/07/2023	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 324.21
36853	07/07/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 1,477.42
36853	07/07/2023	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 1,739.32
36853	07/07/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 356.90
36853	07/07/2023	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 188.64

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36853	07/07/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 183.15
36853	07/07/2023	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 366.51
36853	07/07/2023	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 80.25
36853	07/07/2023	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 18.30
36853	07/07/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 520.53
36853	07/07/2023	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 201.53
36853	07/07/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 2,877.76
36853	07/07/2023	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 3,151.22
36853	07/07/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 1,459.64
36853	07/07/2023	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 1,730.73
36853	07/07/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 655.84
36853	07/07/2023	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 471.94
36853	07/07/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 1,673.38
36853	07/07/2023	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 1,806.57
36853	07/07/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 3,750.08
36853	07/07/2023	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 3,115.70
36853	07/07/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 3,412.03
36853	07/07/2023	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 2,834.84
36853	07/07/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 1,825.30
36853	07/07/2023	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 1,835.42
36853	07/07/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 295.23
36853	07/07/2023	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 353.49
36853	07/07/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 126.55
36853	07/07/2023	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 221.50
36853	07/07/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/16/23-05/31/23	$ 7,447.39
36853	07/07/2023	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 06/01/23-06/15/23	$ 7,445.24
36853	07/07/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 06/01/23-06/15/23	$ 1,205.67
36854	07/07/2023	FIRE	MEAS K - FIRE	MADERA COUNTY FLEET FIRE SERVICE	VEHICAL UPFITTING	$ 2,032.90
36855	07/07/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	$ 13,800.00
36856	07/07/2023	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 124.12
36856	07/07/2023	FINANCE	CENTRAL ADMIN	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 127.64
36856	07/07/2023	FINANCE	COMM & REC	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 707.24
36856	07/07/2023	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 16.20
36856	07/07/2023	FINANCE	ENGINEERING	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 93.04
36856	07/07/2023	FINANCE	FACILITIES MAINT	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 422.04
36856	07/07/2023	FINANCE	FLEET MAINT	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 612.16
36856	07/07/2023	FINANCE	PARKS	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 667.32
36856	07/07/2023	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 1,083.22
36856	07/07/2023	FINANCE	SEWER OPS	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 285.44
36856	07/07/2023	FINANCE	UB - WATER	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 42.60
36856	07/07/2023	FINANCE	WATER OPS	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 572.91
36856	07/07/2023	FINANCE	WATER QUALITY CONTROL	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 432.61

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36856	07/07/2023	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 583.00
36856	07/07/2023	FINANCE	PD OPS	PRUDENTIAL OVERALL SUPPLY	05/23 UNIFORM SERVICES	$ 127.40
36857	07/07/2023	PD OPS	SUPP LAW ENF	EVANS FEED & LIVESTOCK SUPPLY, INC.	TRACE MINERAL SALT	$ 10.81
36858	07/07/2023	FINANCE	PAYROLL TRUST	JOANN COOK	SPOUSAL SUPPORT	$ 525.00
36859	07/07/2023	FIRE	MEAS K - FIRE	ROSENBAUER SOUTH DAKOTA LLC	CHANGE ORDER FOR NEW E-57	$ 6,544.80
36860	07/07/2023	PARKS ADMIN	AQUATICS PROGRM	CITY OF SANGER	LIFEGUARD CERTIFICATION	$ 1,800.00
36861	07/07/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 1,140.00
36861	07/07/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	$ 462.00
36862	07/07/2023	ENGINEERING	SEWER CAPITAL OUTLAY	AECOM TECHNICAL SERVICES, INC.	AECOM ON-CALL ENG SVCS FAIRGOUND LIFT STATION	$ 37,084.00
36863	07/07/2023	ENGINEERING	SEWER CAPITAL OUTLAY	AKEL ENGINEERING GROUP, INC.	SEWER MODELING - PECAN	$ 2,007.00
36864	07/07/2023	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	MUNI CODE INTERNET	$ 495.00
36865	07/07/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 6,153.50
36866	07/07/2023	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 1,408.00
36867	07/07/2023	PD OPS	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	05/23 BLOOD ALCOHOL ANALYSIS	$ 1,330.00
36867	07/07/2023	PD OPS	SUPP LAW ENF	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 05/23	$ 876.00
36868	07/07/2023	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	PLOTTER PAPER	$ 146.41
36869	07/07/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 36.81
36869	07/07/2023	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 36.81
36869	07/07/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 90.74
36869	07/07/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 90.74
36869	07/07/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 41.95
36869	07/07/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 41.95
36869	07/07/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 270.63
36869	07/07/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 270.63
36869	07/07/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 81.19
36869	07/07/2023	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 81.19
36869	07/07/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 414.60
36869	07/07/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 414.60
36869	07/07/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 78.76
36869	07/07/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 78.76
36869	07/07/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 293.36
36869	07/07/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 293.36
36869	07/07/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 113.66
36869	07/07/2023	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 113.66
36869	07/07/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 41.14
36869	07/07/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 41.14
36869	07/07/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 41.14
36869	07/07/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 41.14
36869	07/07/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 41.95
36869	07/07/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 41.95
36869	07/07/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 41.95
36869	07/07/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 41.95

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36869	07/07/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 41.14
36869	07/07/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 41.14
36869	07/07/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 32.48
36869	07/07/2023	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 32.48
36869	07/07/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 36.81
36869	07/07/2023	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 36.81
36869	07/07/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/23	$ 262.74
36869	07/07/2023	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 06/23	$ 262.74
36870	07/07/2023	HR	INS/RISK MGT	CSJVRMA	2022 LIABILITY PROGRAM RETROSPECTIVE	$ 123,875.00
36871	07/07/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 06/23/2023 PAYROLL	$ 911.08
36872	07/07/2023	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTNRSHP OF MADERA	CDBG 21/22 PROGRAM YEAR 2022 Q2 FMCOC	$ 16,419.21
36873	07/07/2023	HR	HR/RISK MGT	CPS HR CONSULTING	PROFESSIONAL RECRUITING SERVICES	$ 6,500.00
36874	07/07/2023	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	$ 35.00
36874	07/07/2023	GRANTS	MADERA TRANSIT CENTER	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	$ 80.00
36874	07/07/2023	PARKS ADMIN	GENERAL FUND	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	$ 336.00
36875	07/07/2023	ENGINEERING	SEWER CAPITAL OUTLAY	FLOYD JOHNSTON CONSTRUCTION CO., INC.	EMERGENCY SEWER REPAIRS - AVE 13	$ 321,768.69
36876	07/07/2023	PARKS ADMIN	AQUATICS PROGRM	CHARLES LUECKER, AUTHORIZED SIGNER	BATTERIES FOR POOL CHAIR LIFT	$ 670.19
36877	07/07/2023	FINANCE	PAYROLL TRUST	M.C.E.A.	06/23 MONTHLY DUES	$ 300.00
36878	07/07/2023	FACILITIES	WATER OPS	WATER CONNECTION INC.	BACKFLOW REPLACEMENT - MCNALLY PARK	$ 3,927.40
36879	07/07/2023	FINANCE	PAYROLL TRUST	M P O A	06/23 MONTHLY DUES	$ 6,463.92
36880	07/07/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - SENIOR CIVIL ENGINEER	$ 79.80
36880	07/07/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT - HR TECH II	$ 152.00
36881	07/07/2023	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 162.21
36882	07/07/2023	PD OPS	MEAS K - PD	OCCU-MED, LTD.	EXAM SERVICES	$ 496.00
36883	07/07/2023	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS - SIDEWALK IMPROVEMENT	$ 4,709.25
36883	07/07/2023	PARKS ADMIN	PARKS	O'DELL ENGINEERING, INC.	PARKS DESIGN SERVICES - OLIVE PARK	$ 874.48
36884	07/07/2023	PD OPS	MEAS K - PD	POWELL, MIKE	REIMBURSEMENT - MILEAGE	$ 204.62
36885	07/07/2023	PARKS ADMIN	COMM & REC	STATE OF CALIFORNIA	YC ANNUAL ELEVATOR CERTIFICATION	$ 675.00
36886	07/07/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 06/23/23 PAYROLL	$ 25.00
36887	07/07/2023	ENGINEERING	WATER CAPITAL OUTLAY	UNION PACIFIC RAILROAD CO.	UTILITY INSTALLATION APPLICATION FEE	$ 755.00
36888	07/07/2023	GRANTS	MADERA TRANSIT CENTER	VILLA GARDENING SERVICE INC	05/23 LAWN SERVICE - TRANSIT	$ 500.00
36889	07/07/2023	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED - REIMBURSE FEE	$ 379.00
36890	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-PURPOSE ROOM	$ 100.00
36891	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	$ 100.00
36892	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - MSR BASEBALL FIELDS N & S	$ 50.00
36893	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 50.00
36893	07/07/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	RENTAL CANCELLATION REFUND	$ 115.00
36894	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 200.00
36895	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	$ 100.00
36896	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - FBSC MULTI-PURPOSE ROOM	$ 100.00
36897	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM GYM	$ 200.00
36898	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - MSR SOCCER FIELDS 1 & 2	$ 50.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36899	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	$ 100.00
36900	07/07/2023	PARKS ADMIN	AQUATICS PROGRM	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	$ 120.00
36900	07/07/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - POOL	$ 100.00
36901	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923777	$ 188.96
36902	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922177	$ 145.90
36903	07/07/2023	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERM REFUND 9911613	$ 109.39
36904	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9917925	$ 15.83
36905	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000376	$ 102.99
36906	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926162	$ 28.29
36907	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND9921631	$ 317.93
36908	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914514	$ 105.38
36909	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926057	$ 157.35
36910	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916551 129 RIVER POINTE	$ 0.77
36911	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916551 129 RIVER POINTE	$ 2,999.94
36912	07/07/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9920628	$ 5.94
273	06/14/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/31/2023	$ 169.86
274	06/14/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/01/2023	$ 687.13
275	06/15/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	$ 112.00
276	06/15/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/13/2023	$ 186.60
277	06/14/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/14/2023	$ 1,078.99
278	06/14/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/09/2023 PAYROLL	$ 10,664.05
279	06/14/2023	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/09/2023 PAYROLL	$ 2,565.34
280	06/14/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 06/09/23 PAYROLL	$ 30,682.99
281	06/16/2023	FINANCE	FINANCE	CALPERS	UNFUNDED ACCRUED LIABILITY CONTRIBUTION	$ 800.00
282	06/21/2023	HR	CITY CLERK	EMPLOYEE BENEFIT SPECIALISTS, INC.	06/23 BENEFIT PREMIUMS	$ 923.00
282	06/21/2023	HR	PAYROLL TRUST	EMPLOYEE BENEFIT SPECIALISTS, INC.	06/23 BENEFIT PREMIUMS	$ 370,697.50
282	06/21/2023	HR	PD OPS	EMPLOYEE BENEFIT SPECIALISTS, INC.	06/23 BENEFIT PREMIUMS	$ 923.00
283	06/21/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/20/2023	$ 1,059.80
284	06/28/2023	HR	COMPUTER MAINT	DASHER TECHNOLOGIES INC.	PALO ALTO FIREWALLS	$ 18,817.78
285	06/28/2023	HR	COMPUTER MAINT	NORTHWIND VENTURES, INC.	MANAGE ENGINE SOFTWARE RENEWAL	$ 8,420.00
286	06/29/2023	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 3,737.58
286	06/29/2023	PURCHASING	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 1,442.47
286	06/29/2023	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 704.33
286	06/29/2023	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 42.70
286	06/29/2023	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 509.86
286	06/29/2023	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 1,371.84
286	06/29/2023	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 1,347.27
286	06/29/2023	PURCHASING	COMMUNITY PROMO	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 2,045.32
286	06/29/2023	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 3,795.18
286	06/29/2023	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 2,294.46
286	06/29/2023	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 431.43
286	06/29/2023	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 2,947.99

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
286	06/29/2023	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 2,005.79
286	06/29/2023	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 7,384.32
286	06/29/2023	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 12,561.36
286	06/29/2023	PURCHASING	FLEET MOTOR POOL	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 13.00
286	06/29/2023	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 6,570.89
286	06/29/2023	PURCHASING	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 102.80
286	06/29/2023	PURCHASING	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 42.50
286	06/29/2023	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 305.37
286	06/29/2023	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 9,489.36
286	06/29/2023	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 917.48
286	06/29/2023	PURCHASING	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 394.59
286	06/29/2023	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 11,109.50
286	06/29/2023	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 18,090.92
286	06/29/2023	PURCHASING	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 110.27
286	06/29/2023	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 537.88
286	06/29/2023	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 23,394.21
286	06/29/2023	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 4,700.43
286	06/29/2023	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 2,184.17
286	06/29/2023	PURCHASING	SPORTS PROGRAMS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 49.34
286	06/29/2023	PURCHASING	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 2,060.23
286	06/29/2023	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 1,874.55
286	06/29/2023	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 6,307.49
286	06/29/2023	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 775.00
286	06/29/2023	PURCHASING	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 84.19
286	06/29/2023	PURCHASING	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 84.19
286	06/29/2023	PURCHASING	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 577.87
286	06/29/2023	PURCHASING	WATER CAPITAL OUTLAY	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 16.10
286	06/29/2023	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 13,836.04
286	06/29/2023	PURCHASING	WATER QUALITY CONTROL	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 4,068.21
286	06/29/2023	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 12,507.91
286	06/29/2023	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 2,010.77
286	06/29/2023	PURCHASING	PROP 1B PTMISEA	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 4,108.17
286	06/29/2023	PURCHASING	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 903.95
286	06/29/2023	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 105.12
286	06/29/2023	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 9,047.72
286	06/29/2023	PURCHASING	DUI ENF & AWARENESS	US BANK CORPORATE PAYMENT SYSTEMS	05/23 CALCARD CHARGES	$ 40.01
287	06/30/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/27/2023	$ 433.82
288	06/30/2023	FINANCE	FINANCE	CALPERS	UNFUNDED ACCRUED LIABILITY CONTRIBUTION	$ 1,000.00
289	06/30/2023	FINANCE	FINANCE	EMPLOYMENT DEVELOPMENT DEPARTMENT	EMPLOYMENT TAX 698-1652-8	$ 3,174.05
290	06/30/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	06/23 MONTHLY DUES	$ 2,260.00
291	06/30/2023	FINANCE	WWTP BOND ADMIN	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	$ 230,305.83
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 5,419,281.80**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission (Commission) met July 11, 2023, and approved eligibility lists for the following:

- Construction Inspector I
- Construction Inspector II
- Senior Planner
- Police Officer Trainee

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

Table 1: *New Hires and Re-hires*

Name	Position	Department	Status*	Effective Date
James Troyer	Senior Planner	Planning	RA	6/17/23
Sandra Ovedo	Police Officer Trainee	Police	FT	6/19/23

Table 1: *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Joseph Kabeya	Wastewater Treatment Plant Lab Analyst/Environmental Compliance Inspector	Public Works, Wastewater Treatment Plant	FT	6/19/23
Cristian Delgadillo	Police Officer Trainee	Police	FT	6/19/23
Erika Contreras Gonzalez	Records Clerk	Police	FT	6/19/23
Alondra Preciado	Lifeguard	Parks & Community Services	PT	6/26/23
Asareel Martinez Solorzano	Lifeguard	Parks & Community Services	PT	6/26/23
Timothy Echevarria	Lifeguard	Parks & Community Services	PT	6/27/23
Cipriano Pineda	Police Officer Trainee	Police	FT	7/3/23
Jordan De La Rosa	Animal Control Officer	Police	FT	7/3/23
Fidel Amezola	Police Officer I	Police	FT	7/3/23

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

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

Table 2: *Promotions, Transfers, or Assignment Changes*			
Name	Old Position	New Position	Effective Date
Seth Ervin	Head Lifeguard	Pool Manager	5/15/23
Leah Resendez	Lifeguard	Head Lifeguard	5/15/23
Tristan Okpalaugo	Police Officer Trainee	Police Officer I	7/1/23
Phillip Thomas	Police Officer Trainee	Police Officer I	7/1/23
Jose Barajas	Police Officer Trainee	Police Officer I	7/1/23

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	Position	Department	Status*	Effective Date
Jaden Martinez	Program Leader I	Parks & Community Services	PT	5/18/23
Jenavie Martin	HR Technician II	Human Resources	FT	6/16/23
Elizabeth Martinez	Accounting Technician II	Finance, Utility Billing	FT	6/16/23
David Huff	Program Manager – Grants	Finance, Grants	PT	6/30/23
Kristi Johnson	Program Manager – Grants	Finance, Grants	PT	6/30/23

*Status: FT = Full Time, PT = Part Time, RA = Retired Annuitant

FINANCIAL IMPACT:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-4

SUBJECT:

Local state of emergency related to the closure of Madera Community Hospital

RECOMMENDATION:

Adopt a Resolution continuing to support Madera County's Proclamation of a local emergency due to the closure of Madera Community Hospital for 30 days.

SUMMARY:

On January 18, 2023, the Council adopted a resolution supporting a Madera County Proclamation of the existence of a local emergency due to the closure of Madera Community Hospital (MCH) and formalizing the City's stance on the local emergency. Furthermore, the approval of the Resolution demonstrates support for any requests for state and federal funding to reopen MCH or for alternative healthcare options for the residents of Madera. Legislative bodies are required by the Office of Emergency Services to approve a Resolution to extend the state of emergency every 30 days until termination. Council last approved a Resolution extending this State of Emergency on June 21, 2023.

BACKGROUND:

During a Public Comment portion of the August 3, 2022, Council meeting, Madera Community Hospital (MCH) informed the Council of the financial hardship it faced as a result of operating during the COVID-19 pandemic and requested $1 million in American Rescue Plan Act (ARPA) to allow continued operations while its affiliation with St. Agnes Medical Center/Trinity Health was under consideration with the State Attorney General. MCH accrued millions of dollars in debt due to labor cost inflation, costly treatment, and shouldering the cost of intensive care services for COVID-19 cases. The Hospital attributes the years of accumulated liability to its high census of Medi-Cal patients and low reimbursement rates.

Subsequently, at Council's direction, relief funding was revisited for further consideration on September 21, 2022, where MCH provided additional details that justified the request for $1

million in ARPA funds. Considering that 100 percent of ARPA funds received by the City were previously allocated to the City's Sewer and Water Enterprise Funds for public infrastructure projects to lower utility rates, and that any reallocation of monies would not sustain a long-term solution for MCH, the Council elected to sponsor the MCH/Trinity Health affiliation with a Letter of Support in lieu of reallocating ARPA funding.

In the interim, City Staff facilitated meetings with MCH and local, regional, and state officials to identify alternative funding options MCH may either apply for or be entitled to, which included:

- MCH was owed $23 million from the State to which Senator Caballero's office is intervening to expedite these funds.
- If additional funding was not received, MCH had funding to operate until mi November.
- The requested allocation of $1 million from the City would have allowed the hospital to operate for an additional 1-2 weeks.
- Potential Federal Emergency Management Agency (FEMA) funding for COVID relief had not been previously sought by MCH when these funds were made available for application. Congressman Jim Costa's office recommended that MCH urgently apply, as the Hospital had not tapped into this funding source.
- $5 million in state funding secured by Assemblyman Bigelow and Senator Caballero for immediate debt relief.
- MCH received a loan of $15 million from Trinity Health to ensure continued operations while the merger was under consideration.

MCH entered into discussions of an affiliation agreement with Trinity Health/St. Agnes Medical Center to alleviate its financial burden and to provide continuity of care for its patients. Under State law, the affiliation agreement was subject to the California Attorney General's approval. Attorney General Rob Bonta conditionally approved the agreement; however, based on the conditions set forth, Trinity Health Corporation elected to abandon the affiliation, causing MCH to cease operations and close its facilities indefinitely.

Upon this decision, MCH advised their agency partners that they would file for Chapter 11 bankruptcy. The Hospital's closure leaves approximately 160,000 Madera County residents and surrounding communities without full-service healthcare facilities, including a 24-hour emergency room, surgical facilities, radiology services, and inpatient critical care. Specifically, the closure of MCH poses numerous challenges to the delivery of public health services to the community. These include, but are not limited to, the following:

1. Mandated services to the medically indigent;
2. Medical facility for 72-hour crisis holds for adults and children;
3. Delays in response times for Emergency Medical Services Personnel;
4. Strain to surrounding healthcare facilities and increased patient volume;
5. Rerouting of local law enforcement from other matters of public safety to health-care related emergencies;
6. Overall negative impact on health outcomes for all residents.

In response to the immediate risk to public health and safety, Council adopted a resolution supporting the County's declaration of a Local State of Emergency and authorized City resources and staff time for a partnership with Madera County to evaluate potential healthcare options. As required by the California Office of Emergency Services (OES), declarations of local emergencies must be approved by Resolution every 30 days until terminated. Due to the absence of a full-service hospital and life-saving services outlined above, Staff finds reason to continue the local emergency and support the need for state and federal funding. Staff recommends Council adopt a resolution supporting the local public health emergency declared upon the closure of Madera Community Hospital, extending the period for an additional 30 days.

DISCUSSION:

Upon the closure of MCH, Sherriff Pogue proclaimed a local state of emergency in his role as Director of Emergency Services for Madera County. The Madera County Board of Supervisors (BOS) ratified the Sherriff's action on January 3, 2023. At the BOS meeting on January 10, 2023, County staff received direction to study potential options and alternatives for providing emergency and hospital medical services for the citizens of Madera. Council also adopted a Resolution supporting the County's Proclamation, recognizing the existence of a local Emergency in Madera on January 18, 2023. In addition, Council authorized the City Manager to allocate staff time and up to $60,000 in resources to partner with the County in evaluating potential options for healthcare and emergency medical care services for Madera residents.

It should be noted that the closure of MCH had an immediate regional effect on neighboring hospitals and health care facilities that struggled to treat the overflow of patients. To that extent, on January 3, 2023, the Fresno County Board of Supervisors (FCBOS) proclaimed the existence of a local emergency, partly due to the closure of MCH, which compounded an already overextended public health crisis caused by ongoing COVID-19, flu, and respiratory illness outbreaks. Shortly thereafter, Congressman Costa and Congressman-elect Duarte co-authored a letter to the US Department of Health and Human Services and Centers for Medicare and Medicaid Services to highlight the dire situation and request that the agencies give the current medical crisis in Madera their full attention and evaluate options to provide emergency relief. The County of Fresno elected to terminate the local state of emergency regarding its hospitals on February 7, 2023, however, Madera residents continue to lack essential medical services and resources to travel to the nearest hospital.

Since its closure, MCH has attempted to secure new affiliation partners and alternative funding options; however, these efforts have yet to come to fruition. As a result, MCH filed for Chapter 11 bankruptcy in early March and continues to undergo bankruptcy proceedings to date. Upon the closure and bankruptcy filing, state representatives, public agencies and private citizens drew widespread attention to the lack of medical resources in Madera, and as a result, on May 15, 2023, Governor Gavin Newsom signed Assembly Bill 112. AB 112 established the new, $150 million Distressed Hospital Loan Program to provide zero-interest cash flow loans to nonprofit or public hospitals experiencing extreme financial distress. Following this, MCH has released a

statement, stating that in order to apply for AB 112 funds, it must first submit a corrective plan, but lacks resources to hire a consulting firm for this endeavor. Assuming MCH will apply for the Distressed Hospital Loan Program, there remains no anticipated date of reopening or apparent avenues to resume regular hospital operations in the near future. Patients with acute or emergency medical conditions are left with limited to no options within the city in which they reside. Staff feels this presents a dire situation necessitating the need to continue declaring a health emergency at a local level.

FINANCIAL IMPACT:

Council authorized the City Manager to allocate staff time and up to $60,000 for collaboration with County leaders and staff to evaluate and identify a path forward concerning the Hospital and alternative medical care.

ALTERNATIVES:

Alternatively, Council may elect to terminate the existing Resolution supporting the County's local emergency proclamation.

ATTACHMENTS:

1. Resolution supporting the County's Proclamation of Local Emergency extending the period for an additional 30 days.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL FOR A PERIOD OF 30 DAYS

WHEREAS, on December 29, 2022, the Madera County Sheriff/Madera County Director of Emergency Services declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the sudden and unexpected closure of Madera Community Hospital, the City's only general acute care hospital and emergency room that provided services to both adults and children; and

WHEREAS, the Madera County Board of Supervisors ratified the declaration of a local emergency on January 3, 2023, related to the closure of Madera Community Hospital; and

WHEREAS, the City Council of the City of Madera hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the closure of Madera Community Hospital; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the City have resulted from and continue due to the sudden termination of emergency and other medical services at Madera Community Hospital, thereby causing significant and unanticipated strain and depletion of local resources and the conditions warrant and necessitate supporting the declaration of a local emergency; and

WHEREAS, the closure of Madera Community Hospital came at a time when the region's healthcare network was already significantly strained by ongoing cases of COVID-19, flu, and respiratory viruses; and

WHEREAS, the Fresno County Board of Supervisors declared an emergency on January 3, 2023, related to the current healthcare crisis affecting medical facilities in their County, compounded by the closure of Madera Community Hospital.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds that the state of emergency conditions related to the closure of Madera Community Hospital set forth in the Madera County Sheriff's Proclamation of Emergency are ongoing and are recognized as an imminent threat to our citizens.

Section 3. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Madera County Board of Supervisors and the City affirms, authorizes, and acknowledges the existence of a local emergency throughout the City.

Section 4. The City Council further requests that the Governor make available any State assistance programs and seek additional Federal assistance programs to provide relief to the public agencies and private individuals that have been or will be harmed by this emergency.

Section 5. The City Council supports the proclamation issued by Sherriff Pogue on December 29, 2022, ratified by the Madera County Board of Supervisors on January 3, 2023.

Section 6. The City Clerk is directed to provide a certified copy of this resolution to Madera County, Fresno County, and all state and federal legislative representatives for the City of Madera.

Section 7. This resolution is effective immediately upon adoption.

* * * *

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-5

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide Council with an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various litigation matters.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's Contract City Attorney. This report captures May 2023 invoices received and the Fiscal Year (FY) 2022/23 tracking of invoices received through a FY 2022/23 Year-to-Date (YTD) column.

Firm: Montoy Law Corporation (City Attorney Services and Litigation)
Billing Periods: May 2023

Matter	*Charges*	
	May 2023	FY 2022/2023 (YTD)
General Legal Review/Advice	$141.00	$3,548.50
City Clerk	$13,172.00	$19,611.00
Attendance at Council Meetings & Requests for Information/Research	$1,363.00	$21,103.00
City Manager	$0	$2,538.00
Review and Advice on Agreements	$2,702.50	$23,660.00

Planning	$6,509.50	$44,767.50
Planning Commission	$1,997.50	$6,697.50
Finance	$0	$3,689.50
Successor Agency	$0	$0
Public Works/Engineering	$2,961.00	$28,529.00
Police Department - General	$0	$1,457.00
Economic Development	$0	$211.50
Personnel/Payroll	$0	$728.50
Municipal Code Enforcement/Updates	$0	$329.00
Ordinances	$164.50	$4,134.00
Cannabis	$0	$13,752.50
Total Advisory Services	$29,011.00	$174,756.50
Total Litigation Services	$8,673.50	$59,422.50
Discounted Hours	-($94.00)	- ($1,083.00)
Travel/Lodging Expenses	$0	$1,082.84
Shipping	$0	$43.75
Total Advisory & Litigation Services	**$37,590.50**	**$234,222.59**

FINANCIAL IMPACT:

For FY 2022/23, expenditures for invoices related to legal fees total $234,222.59. This represents expenditures for specific City Attorney services. A summary of invoices received to date are summarized per the following table.

Legal Invoices FY 2020/21 YTD	
City Attorney Advisory Services	
Montoy Law Corporation	$174,756.50
Litigation Services (Including discounted hours, travel & shipping)	
Montoy Law Corporation	$59,446.09
Total City Attorney and Litigation Services YTD	**$234,222.59**

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:
None

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-6

SUBJECT:

Medical, Dental, Vision, Life and Long Term Disability, and Employee Assistance Program Plan Renewals

RECOMMENDATION:

Adopt a Minute Order:

1. Approving the renewal of the City's medical, dental, vision, and life and long term disability plans as presented; and
2. Ratifying participation in the Employee Assistance Program under the Central San Joaquin Valley Risk Management Authority; and
3. Authorizing the City Manager to execute any documents necessary to effectuate the plan renewals.

SUMMARY:

The City of Madera offers health benefits to its employees through an IRS Section 125 cafeteria-style plan. The City's Section 125 plan includes medical, dental, and vision insurance benefits; group life insurance buy-up and accidental death and dismemberment benefits for employees, spouses, and dependents; a medical expense flexible spending account option; and a dependent care flexible spending account option. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding (MOUs) between the City and bargaining units. The Section 125 plan allows employees to use the City's contribution to pay premiums on a pre-tax basis.

In addition to standard health benefits as noted above, as a requirement for participation in the Central San Joaquin Risk Management Authority (CSJVRMA), the City provides an Employee Assistance Program (EAP). The EAP provider, Halcyon, also provides the City's wellness program. Effective July 1, 2023, CSJVRMA is now contracting with Halcyon for EAP and wellness program services, and member Cities, including Madera, can participate under the CSJVRMA umbrella at

a lower rate than direct contract as the CSJVRMA has fourty (40) member cities when negotiating pricing.

Overall, the City's renewal for the 2024 plan year is very favorable. Medical plans through Anthem and Kaiser will experience an increase of 4.7%, Delta Dental will decrease by 3.1 %, and both Superior Vision and Lincoln Life have offered three (3) year renewals with no change to premiums. Additionally, the move from direct contract with Halcyon to participating in the same plan through CSJVRMA reduced the EAP/wellness premium by 37%.

DISCUSSION:

Medical Plan

In 2021, the City joined PRISM for health benefits. PRISMHealth is a public entity risk-sharing pool that is focused on creating value and long-term stability. It was expected that over time, the PRISMHealth option would allow the City to offer multiple plans for employees to choose from and, at the same time, reduce the market volatility the City had experienced with a stand-alone plan. Beginning in July 2021, the City has been able to offer employees a choice of four (4) medical plans through PRISMHealth: Anthem Core, Anthem Buy-up, Kaiser Core, and Kaiser Buy-up. The plan design for these four (4) options are summarized in Table 1.

Table 1. Summary of Medical Insurance Plan Designs

Plan Benefit	*Anthem PPO*		*Kaiser Permanente HMO*	
	Core	*Buy-Up*	*Core*	*Buy-Up*
Deductible Self | Family	$500 | $1,000	None	$300 | $900	None
Annual Out-of-Pocket Maximum Self | Family	$3,000 | $6,000	$1,000 | $2,000	$2,500 | $7,500	$1,500 | $3,000
Office Visits Primary Care or Specialist	$20	$10	$30	$10
Urgent Care	$20	$10	$30	$10
Emergency Room (waived if admitted)	$250 + 20%	$50	$75	$50
Outpatient Surgery	20%	$100	20%	$10/procedure
Inpatient Hospital Stay	20%	$100 per day (up to 7 days)	20%	No Charge
Pharmacy - Retail	*Administered by Express Scripts*			
RX Copay Out of Pocket Max	$2,000	$1,000	Combined with Medical	
Tier 1 | Tier 2 | Tier 3 Tier 4 or Specialty	$15 | $30 | $50 30% up to $500	$10 | $25 | $40 30% up to $500	$10 | $30 | $30 $30	$10 | $10 | $10 $10

PRISMHealth determines annual renewal rates by overall pool performance and cost of claims. Additionally, reserves can be utilized when prudent to off-set large expenses to manage premium volatility, such as when health plans saw a significant uptick in total claims in 2022 as care that was deferred during the COVID pandemic was sought. PRISMHealth members are additionally evaluated for an individual Claims Performance Risk Adjustment (CPRA) based on a review of 18-months of the entity's claims data compared to the overall pool. This analysis can lead to an adjustment of plus or minus 7.5% to the pool renewal rate.

During the current benefit year, individuals enrolled on the Anthem plans experienced network disruption with the closure of Madera Community Hospital and ongoing contract negotiations between Anthem and Community Regional Medical (Community) which left Community facilities out-of-network. Staff worked with PRISMHealth to explore alternative options, however the situation has now resolved with Anthem and Community approving an agreement for the period of January 1, 2023, through December 31, 2025.

For 2024, the City was initially offered the pool renewal rate of 12.3% as the City's individual claims performance match that of the pool in general. After receipt of the initial renewal, the City's broker, Alliant Insurance Services, reviewed and analyzed the City's claim data. After said review, the broker made compelling arguments on the City's behalf for a CPRA. After review by PRISMHealth staff, the City was offered a CPRA for 2024, making the renewal 4.7% instead of 12.3% for the medical plans. Table 2 summarizes the proposed renewal rates at the 4.7% CPRA renewal and the monthly monetary difference to the City between the initial 12.3% renewal and the revised 4.7% renewal.

Table 2. Monthly Medical Plan Premiums

	Initial Renewal at 12.3%			*Revised Renewal at 4.7%*		
Enrollment Level	*Employee Only*	*Employee+1*	*Employee +Family*	*Employee Only*	*Employee+1*	*Employee +Family*
2023 Premiums						
Anthem Core	$923	$1,681	$2,411	$923	$1,681	$2,411
Anthem Buy-up	$1,016	$1,849	$2,652	$1,016	$1,849	$2,652
Kaiser Core	$842	$1,532	$2,198	$842	$1,532	$2,198
Kaiser Buy-up	$945	$1,721	$2,468	$945	$1,721	$2,468
2024 Premiums						
Anthem Core	$1,037	$1,888	$2,708	$966	$1,760	$2,524
Anthem Buy-up	$1,141	$2,076	$2,978	$1,064	$1,936	$2,777
Kaiser Core	$946	$1,720	$2,468	$882	$1,604	$2,301
Kaiser Buy-up	$1,061	$1,933	$2,772	$989	$1,802	$2,584
Difference						
Anthem Core	$114	$207	$297	$43	$79	$113
Anthem Buy-up	$125	$227	$326	$48	$87	$125
Kaiser Core	$104	$188	$270	$40	$72	$103
Kaiser Buy-up	$116	$212	$304	$44	$81	$116

Under the City's current MOUs, the City's contribution is set to equal the premium for the Anthem Core plan for Anthem members and the Kaiser Core plan for Kaiser members. Based on current enrollment, the savings to the City of the revised renewal versus the original renewal are summarized in Table 3.

Table 3. Impact of Revised Renewal to City Monthly Contribution

	Employee Only	*Employee+1*	*Employee +Family*
Initial Renewal at 12.3%			
Anthem Plans	$1,037	$1,888	$2,708
Kaiser Plans	$946	$1,720	$2,468
Revised Renewal at 4.7%			
Anthem Plans	$966	$1,760	$2,524
Kaiser Plans	$882	$1,604	$2,301
Dollar Difference			
Anthem Plans	$71	$128	$184
Kaiser Plans	$64	$116	$167
Current Enrolled Employees			
Anthem Plans	40	29	75
Kaiser Plans	15	6	21
Total Monthly Difference	$3,800	$4,408	$17,307

Dental

In July 2021, the City moved dental insurance into the PRISM pool as well, opting for a Delta Dental plan. The City has been offered a rate decrease for the 2024 plan year. Monthly dental premiums are shown in Table 4.

Table 4. Monthly Dental Plan Premiums

	Employee Only	*Employee+1*	*Employee +Family*
2023 Current	$28.30	$59.30	$109.70
2024 Renewal	$27.50	$57.50	$106.40
Dollar Difference	-$0.80	-$1.80	-$3.30

Vision

The City's vision insurance is through Superior Vision. This plan is still purchased on the open market as to date, the premiums are better than plans offered in the PRISM pool. The City has been offered a three (3) year renewal with a rate pass. This means that the City's premiums will remain the same as current and will not be due for renewal until January 2026. Monthly vision premiums are shown in Table 5.

Table 5. Monthly Vision Plan Premiums			
	Employee Only	*Employee+1*	*Employee +Family*
2021 - 2023 Current	$6.24	$9.69	$15.36
2024 - 2026 Renewal	$6.24	$9.69	$15.36
Dollar Difference	$0	$0	$0

Life and Long Term Disability Insurance

The City provides basic life insurance and dependent life insurance for employees and their dependents. Employees may purchase additional voluntary life insurance at their own expense. The City also provides long term disability insurance that provides income protection after a ninety (90) day waiting period for disabling illnesses and conditions that prevent an employee from working. The City purchases the life and long term disability plans through the PRISM pool from Lincoln Financial. The City has been offered a three (3) year renewal with a rate pass. Table 6 shows the premiums that will be in effect until the next renewal in January 2026.

Table 6. Life and Long-Term Disability Premium Rates			
	Basic Life with Accidental Death and Dismemberment	*Basic Dependent Life*	*Long Term Disability*
2021 - 2023 Current	$0.165/$1,000 coverage	$1.75 per month	$0.36/$100 payroll
2024 -2026 Renewal	$0.165/$1,000 coverage	$1.75 per month	$0.36/$100 payroll
Dollar Difference	$0	$0	$0

Employee Assistance Program (EAP)

As a participating member of CSJVRMA, the City is required to offer an EAP. EAP plans offer limited mental health counseling services to address immediate needs, with the intent to help individuals who need long-term mental health assistance find an appropriate provider within their medical network to take over care. The plan also provides assistance in managing issues with daily life challenges sch as finding child care, elder care, or basic legal services; services to assist when life's challenges affect work performance; counseling services for interoffice conflict resolution; and critical incident response services.

Prior to 2020, the City participated in the plan offered through CSJVRMA, however there were some ongoing customer service issues with the provider in the City's specific area and available network providers. In 2020, the City shopped the open market for alternative EAP plans and contracted with Halcyon Behavioral at that time. In addition to the basic EAP benefits, the City also contracted for wellness benefits that include programs such as smoking cessation, weight management, and wellness challenges to promote awareness.

The CSJVRMA EAP provider ceased operations in California effective July 1, 2023, due to a merger with another company. At the same time the CSJVRMA was looking for a new EAP provider for

its fifty-three (53) member cities, two other insurance pools with the same pool administrator were also shopping for providers. A joint Request for Proposals (RFP) was published on behalf of all three pools. In the end, the contract for service was awarded to Halcyon Behavioral, with the proposed plans matching the City's current offerings at a better price due to the economies of scale. For this reason, staff elected to move the City's plan back under the CSJVRMA umbrella to achieve a premium savings for the same benefits currently offered. The City has been paying $3.42 per employee per month, and under the CSJVRMA umbrella, will reduce the monthly premium to $2.15 per employee. While the number of eligible employees fluctuates each month based on current employment numbers, there are 239 current eligible employees, which equates to a monthly savings of $303.53.

FINANCIAL IMPACT:

Health plan premiums (medical, dental, and vision) are paid by employees through payroll deductions. The City's contributions toward health insurance are negotiated with the bargaining units and captured in the applicable MOUs. The MOUs state that the City's contribution will be equal to the Core plan for Anthem or Kaiser, plus dental, plus vision insurance at each enrollment level through the term of the MOUs, or June 30, 2025. Table 7 provides an estimate based on current enrollment of the increased cost to the City for health contributions. These amounts will begin in January 2024 and will be included in the proposed fiscal year 2023-24 operating budget.

Table 7. Estimated Cost to City based on MOU Provisions and Renewal Premiums

Plan/Tier	*Number Currently Enrolled*	*Annual Increase per Employee**	*Total Annual Increase**
Anthem EE Only	40	$504	$20,160
Anthem EE+1	29	$924	$26,796
Anthem EE+Family	75	$1,320	$99,000
Kaiser EE Only	15	$468	$7,020
Kaiser EE+1	6	$840	$5,040
Kaiser EE+Family	21	$1,200	$25,200
		Total Estimated Annual Health Increase	$183,216
		Less Estimated Annual Savings on EAP Premium	-$3,642
		Total Annual Estimated Increase to City	**$179,574**

**Rounded to nearest whole dollar*

When the current MOUs were adopted by the City Council, staff was directed to utilize unallocated unreserved General Fund dollars at that time for any increase to the City's health insurance contribution over the City's existing contributions for the term of the MOUs. A General Fund designation was made in the City's financial statements and these funds will be used to pay for the increase to the City's contribution for all employees regardless of their normal payroll expensing department. This is included in the operating budget as an expense in the employee's typical payroll expensing department, with a transfer in from the General Fund to offset the expense. This methodology allows the City to accurately capture expenses where they are incurred while funding the expense as directed by Council.

ALTERNATIVES:

Council may direct staff to explore changes to the plan designs. While the City has the authority to determine carriers under the MOUs, bargaining units have input on plan design. Should the Council desire to effectuate a change to the plan designs, staff would begin the process of meeting with bargaining unit representatives.

ATTACHMENTS:

1. 2024 Monthly Health Premiums with City Contribution and Employee Out-of-Pocket

January - December 2024 Monthly Health Premiums
City Contribution/Employee Out-of-Pocket

Plan	Kaiser Core			Kaiser Buy-up		
Plan Type	EE Only	EE+1	EE+Family	EE Only	EE+1	EE+Family
Medical	882.00	1604.00	2301.00	989.00	1802.00	2584.00
Dental	27.50	57.50	106.40	27.50	57.50	106.40
Vision	6.24	9.69	15.36	6.24	9.69	15.36
City Contribution						
Monthly Total Premium	915.74	1671.19	2422.76	1022.74	1869.19	2705.76
City Contribution	915.74	1671.19	2422.76	915.74	1671.19	2422.76
Employee Monthly Out-of-Pocket	0.00	0.00	0.00	107.00	198.00	283.00
Increase to City Contribution from 2023 to 2024 Rate	39.20	70.20	99.70	39.20	70.20	99.70
Increase to Employee Out-of-Pocket from 2023 to 2024 Rate	0.00	0.00	0.00	4.00	9.00	13.00

Plan	Anthem Core			Anthem Buy-up		
Plan Type	EE Only	EE+1	EE+Family	EE Only	EE+1	EE+Family
Medical	966.00	1760.00	2524.00	1064.00	1936.00	2777.00
Dental	27.50	57.50	106.40	27.50	57.50	106.40
Vision	6.24	9.69	15.36	6.24	9.69	15.36
City Contribution						
Monthly Total Premium	999.74	1827.19	2645.76	1097.74	2003.19	2898.76
City Contribution	999.74	1827.19	2645.76	999.74	1827.19	2645.76
Employee Monthly Out-of-Pocket	0.00	0.00	0.00	98.00	176.00	253.00
Increase to City Contribution from 2023 to 2024 Rate	42.20	77.20	109.70	42.20	77.20	109.70
Increase to Employee Out-of-Pocket from 2023 to 2024 Rate	0.00	0.00	0.00	5.00	8.00	12.00

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-7

SUBJECT:

Adoption of updated City of Madera Full Time Salary Schedule

RECOMMENDATION:

Adopt a resolution approving the revised City of Madera Full Time Salary Schedule reflecting a two percent cost-of-living adjustment effective June 17, 2023

SUMMARY:

The City is required by Government Code Sections 36506 and 37206 and the California Code of Regulations, title 2, §570.5 to publicly adopt its pay schedule. Pursuant to Memorandums of Understanding (MOUs) with the City's four (4) bargaining units, the adopted Standard Terms and Conditions for employment agreements with unrepresented department heads, and At-Will Employment Agreements with the City Clerk and City Manager, a two percent (2%) cost-of-living adjustment (COLA) was applied to the salary schedule effective the pay period beginning June 17, 2023. The requested action is to adopt the revised City of Madera Full Time Salary Schedule reflecting the COLA.

DISCUSSION:

The City Council has previously adopted MOUs with all bargaining units, Standard Terms and Conditions for unrepresented department heads, and individual At-Will Employment Agreements with the City Clerk and City Manager. Each of these provided for a two percent (2%) COLA to be effective the pay period beginning June 17, 2023, with pay date July 7, 2023.

California Government Code §36506 and §37206 and California Code of Regulations, title 2, §570.5 require the City to publicly adopt its pay schedule. While the schedules are provided in individual MOUs, the City typically adopts a consolidated schedule for all full time positions that is published on the City's website and provided to the California Public Employees' Retirement System (CalPERS) to ensure compliance with the above-noted code sections. Staff has prepared

a revised City of Madera Full Time Salary Schedule that reflects the pay rates for each position after the COLA was applied. The consolidated Full Time Salary Schedule will be posted on the City's website, if adopted.

FINANCIAL IMPACT:

The requested action is to adopt a consolidated public pay schedule; no new pay adjustments or increases are being requested besides those previously authorized by Council action.

ALTERNATIVES:

Council may direct staff to further modify the City's salary schedule.

ATTACHMENTS:

1. Resolution adopting the City of Madera Full Time Salary Schedule
    a. Attachment A: City of Madera Full Time Salary Schedule

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE JUNE 17, 2023

WHEREAS, the City of Madera (City) has negotiated and adopted Memorandums of Understanding with its four bargaining units that include a two percent (2%) cost-of-living adjustment effective June 17, 2023; and

WHEREAS, the City has adopted revised Standard Terms and Conditions for unrepresented department heads that include a two percent (2%) cost-of-living adjustment effective June 17, 2023; and

WHEREAS, the City Council has amended the City Clerk's and City Manager's Employment Agreements to include a two percent (2%) cost-of-living adjustment June 17, 2023; and

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

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

1. The above recitals are true and correct.

2. Effective June 17, 2023, the City of Madera Full Time Salary Schedule provided as Attachment A is approved.

3. This resolution is effective immediately upon adoption.

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

City of Madera Full Time Salary Schedule
Effective 6/17/2023

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
City Clerk	EXE	419	$2,762.12	$2,900.68	$3,045.36	$3,197.68	$3,357.64	$3,525.75
City Manager	EXE	587	$6,385.17	$6,704.58	$7,039.78	$7,391.80	$7,761.13	$8,149.32
Accountant (Junior)	GBU	282	$1,480.19	$1,554.25	$1,632.10	$1,713.73	$1,799.15	$1,889.43
Accounting Technician I	GBU	263	$1,346.66	$1,413.69	$1,484.51	$1,558.58	$1,636.42	$1,718.60
Accounting Technician II	GBU	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Accounting Technician III	GBU	300	$1,619.12	$1,700.22	$1,785.09	$1,874.29	$1,968.36	$2,066.75
Administrative Assistant	GBU	303	$1,643.45	$1,725.62	$1,812.12	$1,902.94	$1,998.09	$2,097.56
Animal Control Officer	GBU	290	$1,540.74	$1,617.50	$1,698.59	$1,783.47	$1,872.67	$1,966.19
Assistant Planner	GBU	352	$2,098.64	$2,203.52	$2,313.81	$2,429.50	$2,551.13	$2,678.72
Building Permit Technician	GBU	288	$1,525.06	$1,601.28	$1,681.29	$1,765.63	$1,853.75	$1,946.73
Combination Building Inspector	GBU	348	$2,057.02	$2,160.27	$2,267.85	$2,381.38	$2,500.86	$2,625.74
Computer Technician	GBU	344	$2,016.47	$2,117.57	$2,223.52	$2,334.35	$2,451.12	$2,573.84
Construction Inspector I	GBU	322	$1,807.26	$1,897.54	$1,992.14	$2,091.62	$2,196.49	$2,306.24
Construction Inspector II	GBU	342	$1,996.47	$2,096.48	$2,201.36	$2,311.10	$2,426.79	$2,548.43
Deputy City Clerk	GBU	311	$1,710.49	$1,795.90	$1,885.64	$1,980.25	$2,079.18	$2,182.98
Electrician II	GBU	361	$2,194.87	$2,304.62	$2,420.31	$2,540.86	$2,667.90	$2,801.44
Electrician III	GBU	381	$2,425.17	$2,546.81	$2,681.96	$2,807.38	$2,947.94	$3,095.53
Engineering Technician I	GBU	302	$1,635.34	$1,717.51	$1,802.93	$1,893.21	$1,987.82	$2,087.29
Engineering Technician II	GBU	322	$1,807.26	$1,897.54	$1,992.14	$2,091.62	$2,196.49	$2,306.24
Engineering Technician III	GBU	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69
Facilities Maintenance Technician	GBU	289	$1,532.63	$1,609.39	$1,689.94	$1,774.28	$1,862.94	$1,956.46
Grants Specialist	GBU	299	$1,611.01	$1,691.57	$1,776.44	$1,865.10	$1,958.63	$2,056.48
Industrial Electrical Technician	GBU	381	$2,425.17	$2,546.81	$2,681.96	$2,807.38	$2,947.94	$3,095.53
Lead Electrician	GBU	401	$2,679.80	$2,813.87	$2,954.43	$3,102.01	$3,257.17	$3,419.89
Maintenance Technician	GBU	308	$1,685.08	$1,769.41	$1,858.07	$1,951.06	$2,048.37	$2,150.54
Mechanic I	GBU	286	$1,509.92	$1,585.61	$1,665.08	$1,748.33	$1,835.37	$1,927.27
Mechanic II	GBU	301	$1,627.23	$1,708.86	$1,794.28	$1,884.02	$1,978.09	$2,077.02
Mechanic III	GBU	321	$1,798.07	$1,887.81	$1,982.41	$2,081.34	$2,185.68	$2,294.89
Neighborhood Outreach Assistant	GBU	276	$1,436.40	$1,508.30	$1,583.98	$1,662.91	$1,746.17	$1,833.75
Neighborhood Outreach Coordinator	GBU	306	$1,668.32	$1,752.11	$1,839.69	$1,931.60	$2,027.82	$2,129.46
Neighborhood Preservation Specialist I	GBU	310	$1,701.84	$1,787.25	$1,876.45	$1,970.52	$2,068.91	$2,172.17
Neighborhood Preservation Specialist II	GBU	330	$1,880.78	$1,974.84	$2,073.24	$2,177.03	$2,285.69	$2,400.30
Neighborhood Preservation Specialist III	GBU	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69
Office Assistant I	GBU	263	$1,346.66	$1,413.69	$1,484.51	$1,558.58	$1,636.42	$1,718.60
Office Assistant II	GBU	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Parks Leadworker	GBU	323	$1,815.91	$1,906.73	$2,002.42	$2,102.43	$2,207.31	$2,317.59

City of Madera Full Time Salary Schedule
Effective 6/17/2023

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Parks Worker I	GBU	263	$1,346.66	$1,413.69	$1,484.51	$1,558.58	$1,636.42	$1,718.60
Parks Worker II	GBU	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Parks Worker III	GBU	303	$1,643.45	$1,725.62	$1,812.12	$1,902.94	$1,998.09	$2,097.56
Payroll Specialist	GBU	316	$1,753.74	$1,841.31	$1,933.76	$2,029.99	$2,131.62	$2,238.12
Plans Examiner	GBU	360	$2,184.06	$2,293.26	$2,407.87	$2,528.43	$2,654.93	$2,787.38
Public Works Equipment Operator	GBU	303	$1,643.45	$1,725.62	$1,812.12	$1,902.94	$1,998.09	$2,097.56
Public Works Maintenance Lead Worker	GBU	323	$1,815.91	$1,906.73	$2,002.42	$2,102.43	$2,207.31	$2,317.59
Public Works Maintenance Worker I	GBU	263	$1,346.66	$1,413.69	$1,484.51	$1,558.58	$1,636.42	$1,718.60
Public Works Maintenance Worker II	GBU	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Purchasing Assistant	GBU	280	$1,465.59	$1,538.57	$1,615.88	$1,696.43	$1,781.31	$1,870.51
Recreation/Community Programs Coordinator	GBU	313	$1,727.79	$1,814.28	$1,904.57	$2,000.25	$2,100.27	$2,205.14
Solid Waste/Recycling Assistant	GBU	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Solid Waste/Recycling Coordinator	GBU	313	$1,727.79	$1,814.28	$1,904.57	$2,000.25	$2,100.27	$2,205.14
Water Conservation Customer Service Representative	GBU	263	$1,346.66	$1,413.69	$1,484.51	$1,558.58	$1,636.42	$1,718.60
Water Conservation Specialist	GBU	283	$1,487.76	$1,561.82	$1,640.21	$1,722.38	$1,808.34	$1,898.62
Water Quality Specialist I	GBU	320	$1,788.87	$1,878.62	$1,972.68	$2,071.07	$2,174.87	$2,283.53
Water Quality Specialist II	GBU	340	$1,977.01	$2,075.40	$2,179.19	$2,288.40	$2,403.01	$2,523.02
Water Quality Specialist In Training	GBU	293	$1,563.44	$1,641.83	$1,724.00	$1,809.96	$1,900.78	$1,995.93
Water System Lead Worker	GBU	365	$2,239.20	$2,351.11	$2,468.96	$2,592.22	$2,721.97	$2,858.20
Water System Technician	GBU	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69
Water System Worker I	GBU	293	$1,563.44	$1,641.83	$1,724.00	$1,809.96	$1,900.78	$1,995.93
Water System Worker II	GBU	320	$1,788.87	$1,878.62	$1,972.68	$2,071.07	$2,174.87	$2,283.53
Water System Worker III	GBU	340	$1,977.01	$2,075.40	$2,179.19	$2,288.40	$2,403.01	$2,523.02
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	$2,026.74	$2,127.84	$2,234.34	$2,346.24	$2,463.56	$2,586.81
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	$2,239.20	$2,351.11	$2,468.96	$2,592.22	$2,721.97	$2,858.20
WWTP Lead Operator	GBU	383	$2,449.50	$2,572.22	$2,700.88	$2,835.49	$2,977.67	$3,126.34
WWTP Mechanic	GBU	375	$2,353.81	$2,471.66	$2,594.92	$2,724.67	$2,860.90	$3,004.16
WWTP Operator I	GBU	322	$1,807.26	$1,897.54	$1,992.14	$2,091.62	$2,196.49	$2,306.24
WWTP Operator II	GBU	344	$2,016.47	$2,117.57	$2,223.52	$2,334.35	$2,451.12	$2,573.84
WWTP Operator III	GBU	364	$2,228.39	$2,339.76	$2,456.53	$2,579.25	$2,708.45	$2,843.60
WWTP Operator In Training	GBU	301	$1,627.23	$1,708.86	$1,794.28	$1,884.02	$1,978.09	$2,077.02
Chief Building Official	M	464	$3,597.17	$3,776.84	$3,965.53	$4,164.28	$4,372.04	$4,590.94
City Engineer	M	512	$4,570.26	$4,798.70	$5,038.26	$5,290.55	$5,555.02	$5,832.75
Communications Manager	M	456	$3,456.19	$3,628.97	$3,810.76	$4,001.04	$4,201.38	$4,411.26
Director of Community Development	M	535	$5,125.71	$5,381.71	$5,650.95	$5,933.45	$6,230.25	$6,541.90
Director of Financial Services	M	525	$4,876.08	$5,119.88	$5,375.88	$5,644.59	$5,927.09	$6,223.36

City of Madera Full Time Salary Schedule
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Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Director of Human Resources	M	513	$4,593.06	$4,822.55	$5,063.70	$5,317.05	$5,582.58	$5,861.90
Director of Parks & Community Services	M	509	$4,502.42	$4,727.15	$4,963.53	$5,211.58	$5,472.34	$5,745.82
Information Services Manager	M	474	$3,781.08	$3,970.30	$4,168.52	$4,376.81	$4,595.71	$4,825.73
Planning Manager	M	476	$3,818.71	$4,010.05	$4,210.39	$4,420.80	$4,641.82	$4,873.96
Police Chief	M	554	$5,635.05	$5,917.02	$6,212.76	$6,523.35	$6,849.30	$7,191.69
Public Works Operations Director	M	508	$4,479.63	$4,703.83	$4,939.15	$5,186.14	$5,445.31	$5,717.20
Crime Analysis Technician	MPOA	306	$1,668.32	$1,752.11	$1,839.69	$1,931.60	$2,027.82	$2,129.46
Police Corporal	MPOA	383	$2,449.50	$2,572.22	$2,700.88	$2,835.49	$2,977.67	$3,126.34
Police Officer I	MPOA	363	$2,217.04	$2,327.86	$2,444.09	$2,566.27	$2,694.94	$2,829.55
Police Officer II	MPOA	373	$2,330.56	$2,446.80	$2,569.51	$2,697.64	$2,832.79	$2,974.43
Police Officer Trainee	MPOA	333	$1,908.89	$2,004.58	$2,104.59	$2,210.01	$2,320.29	$2,436.52
Police Sergeant	MPOA	426	$3,035.52	$3,187.43	$3,346.91	$3,513.96	$3,689.66	$3,874.00
Property & Evidence Officer	MPOA	296	$1,587.23	$1,666.70	$1,749.95	$1,837.53	$1,929.43	$2,025.66
Public Safety Dispatcher	MPOA	294	$1,571.55	$1,649.94	$1,732.65	$1,819.15	$1,909.97	$2,005.66
Records Clerk	MPOA	270	$1,394.23	$1,463.97	$1,536.95	$1,614.26	$1,694.81	$1,779.68

City of Madera Full Time Salary Schedule
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Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Executive Secretary to the Chief of Police	LEMM	330	$1,880.78	$1,974.84	$2,073.24	$2,177.03	$2,285.69	$2,400.30	$2,460.31	$2,520.32	$2,580.33	$2,640.33
Police Auxiliary Services Supervisor	LEMM	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69	$2,717.98	$2,784.27	$2,850.56	$2,916.86
Police Commander	LEMM	504	$4,478.94	$4,703.30	$4,938.46	$5,184.98	$5,444.47	$5,716.40				
Police Lieutenant	LEMM	487	$4,115.12	$4,320.55	$4,536.79	$4,763.85	$5,001.71	$5,252.02				
Police Office Supervisor	LEMM	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69	$2,717.98	$2,784.27	$2,850.56	$2,916.86
Accountant I	MM	322	$1,807.26	$1,897.54	$1,992.14	$2,091.62	$2,196.49	$2,306.24	$2,363.89	$2,421.55	$2,479.21	$2,536.86
Accountant II	MM	362	$2,206.23	$2,316.51	$2,432.20	$2,553.84	$2,681.42	$2,815.49	$2,885.88	$2,956.27	$3,026.65	$3,097.04
Administrative Analyst I	MM	358	$2,162.44	$2,270.56	$2,384.09	$2,503.56	$2,628.44	$2,759.81	$2,828.80	$2,897.80	$2,966.79	$3,035.79
Administrative Analyst II	MM	386	$2,486.80	$2,611.14	$2,741.43	$2,878.74	$3,022.54	$3,173.37	$3,252.71	$3,332.04	$3,411.38	$3,490.71
Assistant Engineer	MM	392	$2,561.95	$2,690.07	$2,824.68	$2,965.78	$3,114.45	$3,270.14	$3,351.90	$3,433.65	$3,515.40	$3,597.16
Associate Civil Engineer	MM	420	$2,946.32	$3,093.36	$3,247.98	$3,410.70	$3,580.99	$3,759.93	$3,853.93	$3,947.93	$4,041.93	$4,135.93
Associate Planner	MM	368	$2,273.26	$2,386.79	$2,506.26	$2,631.14	$2,763.05	$2,900.91	$2,973.43	$3,045.95	$3,118.48	$3,191.00
Communications Specialist	MM	358	$2,162.44	$2,270.56	$2,384.09	$2,503.56	$2,628.44	$2,759.81	$2,828.80	$2,897.80	$2,966.79	$3,035.79
Deputy City Engineer	MM	467	$3,724.25	$3,910.76	$4,105.92	$4,311.36	$4,527.06	$4,753.03	$4,871.86	$4,990.69	$5,109.51	$5,228.34
Electrical and Facilities Operations Manager	MM	421	$2,960.91	$3,109.04	$3,264.20	$3,427.46	$3,598.83	$3,778.86	$3,873.33	$3,967.80	$4,062.27	$4,156.74
Engineering Project Manager	MM	419	$2,931.18	$3,078.23	$3,231.76	$3,393.40	$3,563.15	$3,741.55	$3,835.09	$3,928.63	$4,022.17	$4,115.71
Executive Secretary	MM	330	$1,880.78	$1,974.84	$2,073.24	$2,177.03	$2,285.69	$2,400.30	$2,460.31	$2,520.32	$2,580.33	$2,640.33
Executive Secretary to City Administrator	MM	330	$1,880.78	$1,974.84	$2,073.24	$2,177.03	$2,285.69	$2,400.30	$2,460.31	$2,520.32	$2,580.33	$2,640.33
Financial Services Manager	MM	446	$3,353.94	$3,521.53	$3,697.76	$3,882.65	$4,076.73	$4,280.54	$4,387.56	$4,494.57	$4,601.58	$4,708.60
Fleet Operations Manager	MM	404	$2,720.34	$2,856.04	$2,998.76	$3,149.05	$3,306.36	$3,471.79	$3,558.59	$3,645.38	$3,732.17	$3,818.97
Grant Administrator	MM	446	$3,353.94	$3,521.53	$3,697.76	$3,882.65	$4,076.73	$4,280.54	$4,387.56	$4,494.57	$4,601.58	$4,708.60
Grant Analyst	MM	358	$2,162.44	$2,270.56	$2,384.09	$2,503.56	$2,628.44	$2,759.81	$2,828.80	$2,897.80	$2,966.79	$3,035.79
Human Resources Technician	MM	290	$1,540.74	$1,617.50	$1,698.59	$1,783.47	$1,872.67	$1,966.19	$2,015.35	$2,064.50	$2,113.66	$2,162.81
Human Resources Technician II	MM	310	$1,701.84	$1,787.25	$1,876.45	$1,970.52	$2,068.91	$2,172.17	$2,226.47	$2,280.78	$2,335.08	$2,389.38
Neighborhood Preservation Supervisor	MM	380	$2,413.28	$2,533.83	$2,660.34	$2,793.87	$2,933.34	$3,079.85	$3,156.85	$3,233.84	$3,310.84	$3,387.83
Network Administrator	MM	389	$2,524.10	$2,650.06	$2,782.51	$2,921.99	$3,067.96	$3,221.49	$3,302.03	$3,382.56	$3,463.10	$3,543.64
Park Planning Manager	MM	426	$3,035.52	$3,187.43	$3,346.91	$3,513.96	$3,689.66	$3,874.00	$3,970.85	$4,067.70	$4,164.55	$4,261.40
Parks Manager	MM	385	$2,474.37	$2,597.63	$2,727.91	$2,864.15	$3,007.41	$3,157.70	$3,236.64	$3,315.58	$3,394.52	$3,473.47
Parks Supervisor	MM	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69	$2,717.98	$2,784.27	$2,850.56	$2,916.86
Procurement Services Manager	MM	358	$2,162.44	$2,270.56	$2,384.09	$2,503.56	$2,628.44	$2,759.81	$2,828.80	$2,897.80	$2,966.79	$3,035.79
Program Manager-Grants	MM	366	$2,250.56	$2,363.00	$2,481.39	$2,605.19	$2,735.48	$2,872.26	$2,944.06	$3,015.87	$3,087.67	$3,159.48
Recreation/Community Programs Manager	MM	390	$2,536.54	$2,663.58	$2,796.57	$2,936.59	$3,083.09	$3,237.71	$3,318.65	$3,399.59	$3,480.53	$3,561.48
Recreation/Community Programs Supervisor	MM	353	$2,109.46	$2,214.88	$2,325.16	$2,441.39	$2,563.57	$2,691.69	$2,758.98	$2,826.28	$2,893.57	$2,960.86
Redevelopment Agency Secretary	MM	342	$1,996.47	$2,096.48	$2,201.36	$2,311.10	$2,426.79	$2,548.43	$2,612.14	$2,675.85	$2,739.56	$2,803.27
Redevelopment Manager	MM	427	$3,050.66	$3,203.11	$3,363.67	$3,531.80	$3,708.04	$3,893.47	$3,990.80	$4,088.14	$4,185.47	$4,282.81
Safety Officer	MM	358	$2,162.44	$2,270.56	$2,384.09	$2,503.56	$2,628.44	$2,759.81	$2,828.80	$2,897.80	$2,966.79	$3,035.79
Senior Civil Engineer	MM	439	$3,238.79	$3,400.97	$3,570.72	$3,749.66	$3,936.71	$4,133.50	$4,236.83	$4,340.17	$4,443.51	$4,546.84
Senior Planner	MM	429	$3,081.47	$3,235.54	$3,397.19	$3,566.94	$3,745.34	$3,932.39	$4,030.70	$4,129.01	$4,227.32	$4,325.63
Solid Waste Manager	MM	353	$2,109.46	$2,214.88	$2,325.16	$2,441.39	$2,563.57	$2,691.69	$2,758.98	$2,826.28	$2,893.57	$2,960.86
Streets & Storm Drainage Ops. Manager	MM	385	$2,474.37	$2,597.63	$2,727.91	$2,864.15	$3,007.41	$3,157.70	$3,236.64	$3,315.58	$3,394.52	$3,473.47
Streets & Storm Drainage Supervisor	MM	350	$2,078.10	$2,181.90	$2,291.10	$2,405.17	$2,525.73	$2,651.69	$2,717.98	$2,784.27	$2,850.56	$2,916.86
Tyler Munis Implementation Project Manager	MM	408	$2,774.95	$2,913.88	$3,059.31	$3,212.30	$3,372.86	$3,541.53	$3,630.07	$3,718.61	$3,807.14	$3,895.68

City of Madera Full Time Salary Schedule
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Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Utility Billing Supervisor	MM	334	$1,918.62	$2,014.31	$2,115.40	$2,220.82	$2,332.19	$2,448.42	$2,509.63	$2,570.84	$2,632.05	$2,693.26
Waste Water Treatment Plant Manager	MM	459	$3,578.83	$3,757.77	$3,945.36	$4,142.69	$4,349.74	$4,567.60	$4,681.79	$4,795.98	$4,910.17	$5,024.37
Wastewater Collection System Supervisor	MM	346	$2,037.01	$2,138.65	$2,245.69	$2,358.14	$2,475.99	$2,599.79	$2,664.78	$2,729.78	$2,794.77	$2,859.77
Water & Sewer Operations Manager	MM	423	$2,990.65	$3,139.86	$3,297.17	$3,462.06	$3,635.05	$3,816.70	$3,912.12	$4,007.53	$4,102.95	$4,198.37
Water Meter & Conservation Supervisor	MM	340	$1,977.01	$2,075.40	$2,179.19	$2,288.40	$2,403.01	$2,523.02	$2,586.10	$2,649.17	$2,712.25	$2,775.32
Water System Supervisor	MM	385	$2,474.37	$2,597.63	$2,727.91	$2,864.15	$3,007.41	$3,157.70	$3,236.64	$3,315.58	$3,394.52	$3,473.47

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-8

SUBJECT:

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

RECOMMENDATION:

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

SUMMARY:

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

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

DISCUSSION:

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

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

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

The City Manager as the Director of Emergency Services initially declared a local disaster for the City of Madera January 27, 2023. This declaration was ratified by the City Council at its meeting February 1, 2023, and has since been extended in compliance with the City's municipal code and FEMA and CalOES requirements. The contemplated action will continue the local emergency as staff works with FEMA and CalOES on projects to repair and mitigate local impacts related to the declared disaster.

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution continuing the Declaration of a Local Emergency for January 2023 winter storms

RESOLUTION NO. 23-__

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

WHEREAS, the City of Madera has already been adversely impacted by the effects of other local emergencies such as the recent unexpected closure of Madera Community Hospital and the ongoing COVID-19 pandemic; and

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

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

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

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

WHEREAS, strict compliance with certain Madera Municipal Code ("MMC") and other City regulations would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the severe winter storms, which issue cannot be timely addressed absent a declaration of emergency; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the severe winter storms; and

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

WHEREAS, it has now been found that local resources will be unable to cope with the catastrophic effects of this emergency; and

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the

Director of Emergency Services for the City of Madera; and

WHEREAS, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04(A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of the City of Madera; and

WHEREAS, on January 27, 2023, the City Council was not in session, and the City's Director of Emergency Services declared a local emergency thereby activating the Emergency Operations Center; and

WHEREAS, pursuant to Government Code Section 8630 and MMC Section 3-2.04(A), a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

WHEREAS, the health, safety and welfare of City residents, businesses, visitors and staff are of utmost importance to the City and additional future measures may be needed to protect the community. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the present storm-related state of emergency. The City may require additional assistance in the future, and proclamation of local emergency allows additional resources to flow to the City in a timely manner; and

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

WHEREAS, after consideration of all facts reasonably available for review and all items, the City Council of the City of Madera now desires to continue the proclamation and reaffirm the existence of a state of emergency throughout the City to make additional resources available to address the disaster impacts of the above-described 2023 winter storms, ratify the proclamation of the Director of Emergency Services made on January 27, 2023, and affirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023 when Governor Newson declared the existence of a state of emergency for the State of California.

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

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

2. Proclamation of Local Emergency. The actual existence of conditions of extreme peril to the safety of persons and property have arisen within the City of Madera, caused by the effects of the above-described 2023 winter storms. The City Council, based upon the foregoing, now does proclaim, declare and affirm the continuing existence of a local emergency throughout the City.

3. Ratification. The aforementioned conditions of extreme peril warranted and necessitated the extension of the proclamation of the existence of a local emergency throughout the City of Madera

by the City's Director of Emergency Services on January 27, 2023. The City Council of the City of Madera does hereby ratify and affirm the need to continue the proclamation of a local emergency throughout the City of Madera.

4. Effective Date of Local Emergency. The City Council of the City of Madera does hereby extend and reaffirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023, when the Governor of the State of California originally declared the existence of a state of emergency for the State of California, for the reasons articulated in the Governor's Proclamation of the existence of a state of emergency for the State of California on January 4, 2023, the reasons articulated herein, and for the reasons in the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services proclaimed on January 27, 2023.

5. Authority. During the existence of said local emergency, the powers, authority, functions and duties of the Director of Emergency Services and the City's emergency services organizations shall be those prescribed by state law, City ordinances, resolutions, and approved plans of the City in order to mitigate the effects of said local emergency. In this regard, the Council desires to make clear the powers, functions, and duties include:

a. As necessary for the public health, life, and property, entering into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the severe weather conditions. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, as well as any City procurement or related policy, are suspended to the extent reasonably necessary to address the effects of the severe weather conditions.

b. The Emergency Services Director is expressly authorized to assist with any lawful order, including the enforcement of an order issued by Governor's Proclamation.

c. The designation and authorization of Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, as the Local Hazard Mitigation Coordinator of the City of Madera is reaffirmed, including for the purposes of i) assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions; and ii) authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance

6. Duration. Per Government Code Section 8630, this ratification of the proclamation of local emergency shall expire in sixty (60) days unless extended by the City Council. At the direction of the Emergency Services Director, City Staff are directed to return this item for Council review of the need for continuing the local emergency prior to the expiration of the sixty (60) days period.

7. Notice to Agencies. In accordance to the California Disaster Assistance Act and the Stafford Act, the Emergency Services Director is authorized to send a copy of this ratification of a proclamation of local emergency be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State

and Federal resources and any other appropriate federal disaster relief programs. A copy of this Resolution shall be forwarded to the Madera County Office of Emergency Services.

8. Severability. If any subsection, sentence, clause, phrase, or word of this Resolution or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Resolution.

9. Effective Date of Resolution. This Resolution shall be effective immediately upon passage and adoption. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

10. Publication. This Resolution and its contents will be published and promulgated in as widespread a manner as is reasonably feasible under the conditions prevailing during this local emergency.

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REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-9

SUBJECT:

Memorandum of Agreement between the County of Tulare and the City of Madera for Mutual Aid

RECOMMENDATION:

Adopt a Resolution approving a Memorandum of Agreement (MOA) between the County of Tulare and the City of Madera for mutual aid due to flooding

SUMMARY:

Tulare County experienced historic flooding due to an extreme storm season that occurred at the beginning of the year. On April 3, 2023, a Presidential Declaration of Emergency was issued as a result. The federal government allocated funding to various counties in California, including Tulare, through the Federal Emergency Management Agency (FEMA) to assist in emergency management efforts. Due to the magnitude of the situation, the Tulare County Sherriff's Office requested mutual aid from local jurisdictions. The Madera Police Department (MPD) provided such assistance and is now seeking reimbursement for associated costs. The resolution would permit the City to request reimbursement for associated costs by entering an MOA with Tulare County.

DISCUSSION:

In March, the Tulare County Sherriff's Office requested the MPD provide resources to assist in their emergency management efforts. The request was made possible by the Law Enforcement Mutual Aid Plan (Plan). The Plan is given authority under California Government Code and outlines the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness. Through

this process, Tulare County contacted the Police Department to which the City provided resources.

The City's assistance included various expenses such as salary and benefits, equipment, and fuel for travel. To receive reimbursement for all costs, the City is required to approve an MOA with Tulare County. The MOA outlines that mutual aid was requested in accordance with California Government Code and that FEMA has allocated financial resources considering the environmental disaster. The City is required to sign the MOA before the funds may be dispersed by Tulare County.

FINANCIAL IMPACT:

City staff is required to submit various documents detailing all mutual aid expenses. Such documents include timecards, mileage logs, and copies of receipts. Staff is currently compiling all data and the total reimbursable amount is not yet known. Pursuant to the MOA, the City's General Fund will not be negatively impacted as all costs will be 100 percent reimbursable.

ALTERNATIVES:

Council may deny the approval of the MOA with Tulare County and absorb the costs in the general fund or request additional information.

ATTACHMENTS:

1. Resolution approving the MOA
2. Memorandum of Agreement
3. Letter inviting mutual aid reimbursement claims

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE TULARE COUNTY AND THE CITY OF MADERA AND AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM

WHEREAS, the federal government issued a Presidential Declaration of Emergency in respect to various California counties experiencing severe flooding; and

WHEREAS, the County of Tulare was among various other counties to receive funding from the federal government to assist in emergency management; and

WHEREAS, the County of Tulare requested mutual aid from the Police Department under the Law Enforcement Mutual Aid Plan; and

WHEREAS, the City is seeking reimbursement for costs associated with providing personnel and other resources; and

WHEREAS, the City is required to sign a Memorandum of Agreement with Tulare County to receive the reimbursement funds.

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

1. The above recitals are true and correct

2. The Memorandum of Agreement between Tulare County and the City of Madera is approved.

3. The City Manager is authorized and empowered to sign the Memorandum of Agreement on behalf of the City of Madera.

4. This resolution is effective immediately upon adoption.

* * * * * *

MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF TULARE AND CITY OF MADERA PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN

WHEREAS, on February 21, 2023, the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides swept through the Tulare County region; and

WHEREAS, on April 3,2023 a Presidential Declaration of Emergency was issued with respect to California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides for Los Angeles, Monterey and Tulare Counties; and

WHEREAS, on April 3, 2023, the Federal Emergency Management Agency (FEMA) approved assistance through the major disaster declaration (FEMA-4699-DR-CA)]; and

WHEREAS, the Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

WHEREAS, on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, April 20, 2023, and May 15, 2023, the Executive Department of the State of California declared a State of Emergency to exist in 52 counties, including Tulare County, as a result of a series of ongoing winter storms and their aftereffects; and

WHEREAS, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid; and

WHEREAS, the Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

WHEREAS, the county sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

WHEREAS, Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

WHEREAS, the Law Enforcement Mutual Aid Plan provides, in pertinent part, "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction;" and

WHEREAS, the Sheriff of Tulare County requested the mutual aid assistance of **CITY OF MADERA** pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides; and

WHEREAS, CITY OF MADERA provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from **MARCH 18, 2023** and continuing to assist with law enforcement services in connection with the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides; and

WHEREAS, **CITY OF MADERA** agrees to document all of its mutual aid assistance costs related to the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides as attachments to this MOA and submit to the County of Tulare as soon as practicable;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County of Tulare and **CITY OF MADERA** that the County of Tulare may reimburse all reasonable costs associated with the **CITY OF MADERA** emergency management mutual aid assistance during the California Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides.

COUNTY OF TULARE		**CITY OF MADERA**	
By:		By:	
Name:	Dennis Townsend	Name:	
Title:	Chair, Board of Supervisors	Title:	
Date:		Date:	

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Tulare County, California
SHERIFF
Proudly Serving Since 1852

Office of
MIKE BOUDREAUX
Sheriff-Coroner
833 S. Akers Street
Visalia, CA 93277
(559) 802-9400

Administration
(559) 802-9440

Detentions
(559) 735-1700

Investigations
(559) 802-9563

Operations
(559) 802-9599

June 12, 2023

RE: Tulare County Floods Mutual Aid Reimbursement Claims
FEMA-4699-DR-CA

Thank you for assisting Tulare County in the recent flooding brought on by major storms earlier this year. The magnitude of this disaster exceeded the Tulare County Sheriff's Office ability to mitigate the emergency; therefore, mutual aid was requested from local jurisdictions.

On February 3, 2023, major disaster declaration **FEMA-4699-DR-CA** authorized federal disaster assistance for several counties throughout the state, including Tulare County. Under **FEMA-4699-DR-CA**, requested mutual aid from adjoining operational areas and regions may be eligible for reimbursement.

To request reimbursement and prepare your claim, the Tulare County Sheriff's Office is requesting the following information and documentation. Please ensure that all appropriate documentation required by FEMA is included to avoid any delay in processing your request.

Your reimbursement claim should include:

- Post Event Agreement
- Summary Invoice
- Hard Copy of Mutual Aid Workbook (if used)
- Timecards
- Payroll Register
- Personnel MOU/Pay Policy
- Mileage Logs
- ICS 214's (if they were not already turned in at the Command Post)
- Copies of Receipts related to the incident

Please submit **both** electronic and hard copies by **June 30, 2023** to:

Tulare County Sheriff's Office
Attn: Alfredo Parra, Fiscal Manager
833 S. Akers Street
Visalia, CA 93277
acparra@tularecounty.ca.gov

If you have any additional questions, please reach out to Chia Vang by phone at (559) 802-9454 or email cvang1@tularecounty.ca.gov.

Thank you for assisting us as we process your reimbursement claim.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-10

SUBJECT:

Accepting a Portion of the Improvements for the Iveywood I Subdivision

RECOMMENDATION:

Adopt a resolution:

1. Accept a portion of the off-site improvements for the Iveywood I Subdivision
2. Authorize the filing of the Notice of Acceptance for said off-site improvements

SUMMARY:

The Subdivider, Joseph Crown Construction and Development, a California Corporation (Subdivider), has completed certain off-site public improvements in accordance with the approved Improvement Agreement (Agreement) and improvement plans. The Subdivider has paid all required fees and submitted a warranty bond for the completed improvements. It is recommended that the City Council (Council) accept that portion of the improvements completed for the Iveywood I subdivision.

DISCUSSION:

The Iveywood I subdivision (Subdivision) is a residential development located on the northwest quadrant of Sunrise Avenue and Tozer Street (See Attachment 2). The Council approved the Final Map on February 17, 2021. An amendment to the Agreement was approved by Council on November 16, 2022, to incorporate park improvements in the Agreement for future reimbursement. On May 17, 2023, Council accepted the off-site improvements made on the storm drain and street improvements constructed along Tozer Street adjacent to the Subdivision. The Subdivider has recently completed an additional portion of the public improvements in accordance with the Agreement and improvement plans. Approval of the resolution will result in acceptance of specific improvements listed below as defined by the Agreement:

1. Pecan Avenue Sewer Main Construction:
    - Approximately 908 feet linear feet of 24-inch pipeline and approximately 11 linear feet of 18-inch pipeline (See Attachment 3)

It is appropriate for the City to accept the completed improvements as the previously mentioned improvements have been implemented in accordance with City Specifications and conform to current City Standards. This sewer construction was constructed in accordance with the Conditions stating the existing sewer system capacity was insufficient to handle the added demands that would be imposed by this development, thus, requiring the added construction of this parallel sewer main. The improvements proposed for acceptance as part of the action represent the second acceptance of improvements associated with the Subdivision. Staff have determined that partial acceptance, rather than waiting for full acceptance, is warranted given the larger than normal cost of the improvement relative to other typical subdivision off-site requirements due to the location and depth of the pipe.

Under normal circumstances, the City would not expect to perform more than a total of two acceptances for off-site improvements associated with a subdivision. It is however expected that there will be a minimum of three associated with this Subdivision due to the following:

- A single acceptance was not expected because completion of the storm drainage basin has been and is still delayed because storm water is still present.
- Aspects of the sewer main associated with this acceptance is not typical as noted above.
- Construction of the park associated with this Subdivision is a reimbursable expense, included as part of a previous amendment. It is on hold, however, until the City knows the results of a grant application that seeks to enhance the park and offset some of the impact fees that would be needed to provide reimbursement.

Following this action, Staff will seek an additional Amendment to the initial Reimbursement Agreement to allow reimbursement for the new City storm drainage basin as it was not included in the original Conditions and subsequent Agreement.

Acceptance of a portion of the public improvements required of the Subdivider is permitted per Section 10-2.712.3 of the Madera Municipal Code. The Subdivider has previously paid all required fees and provided payment and performance bonds sufficient to cover uncompleted work.

FINANCIAL IMPACT:

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

ALTERNATIVES:

Should the City not accept the completed improvements, the developer will be required to wait until all exterior improvements are completed to make a request for acceptance of all improvements.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Notice of Partial Acceptance
2. Location Map – Subdivision
3. Location Map – Improvement Proposed to be Accepted

Attachment 1

Resolution

RESOLUTION NO. 23 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A PORTION OF THE IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH IVEYWOOD I SUBDIVISION, AND AUTHORIZING THE FILING OF A NOTICE OF PARTIAL ACCEPTANCE FOR SUCH IMPROVEMENTS

WHEREAS, the Subdivider, Joseph Crown Construction and Development, A California Corporation (Subdivider), has requested acceptance for a portion of the improvements for the Iveywood I Subdivision, and has submitted the required Warranty Bond; and

WHEREAS, that portion of improvements consists primarily of constructing a parallel sewer main along Pecan Avenue between Raymond Thomas Street and a point approximately 220 feet west of Watt Street; and

WHEREAS, the City Engineer has certified to this Council that a portion of the required improvements for Iveywood I Subdivision, has 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 subdivider has completed a portion of improvements for Iveywood I Subdivision, within the following right-of way:

    a. Pecan Avenue- All sewer main improvements on Pecan Avenue between a point approximately 220 feet west of Watt Street and Raymond Thomas Street.

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

* * * * *

Exhibit A

Notice of Partial Acceptance

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

Fee Waived Per Section 27383 of the Government Code

NOTICE OF PARTIAL ACCEPTANCE

OF SUBDIVISION IMPROVEMENTS

NOTICE IS HEREBY GIVEN that on July 19, 2023, the City Council of the City of Madera confirmed the satisfactory completion of a portion of the improvements as shown on the plans for Iveywood I Subdivision, described as:

- Approximately 908 linear feet of 24-inch pipeline and approximately 11 linear feet of 18-inch pipeline

Dated: _____

By: _____

Alicia Gonzales

City Clerk

Attachment 2

Location Map - Subdivision

Location Map-Subdivision

Attachment 3

Location Map - Improvement Proposed to be Accepted

Location Map- Improvement Purposed to be Accepted

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-11

SUBJECT:

Improvement Agreement Amendment No. 2 for the Iveywood I Subdivision (Tract No. 12 S-03) Allowing Reimbursement for construction of a Storm Drainage Basin

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 2 to the Improvement Agreement Authorizing Construction of a Storm Drainage Basin adjacent to the Iveywood I Subdivision and Reimbursement of Said Storm Drainage Basin Proposed to be Constructed by Subdivider

SUMMARY:

On April 9, 2019, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2019-02 for the Iveywood I Subdivision (Map). On February 17, 2021, the City Council approved Resolution 21-31, accepting the Final Map and approving the Improvement Agreement (Agreement) for the Iveywood I Subdivision (Tract No. 19-S-03). On November 16, 2022, Council approved Amendment No. 1 to allow for the reimbursement of the construction of a park within the limits of the subdivision. On May 19, 2023, the first portion of the subdivision that included Tozer Street off-site improvements was accepted by Council.

As a result of the condition that required the Subdivider to purchase sufficient land to accommodate the master planned basin, construct the basin and any master planned storm drainpipe to convey storm water runoff from the site to the basin, the developer did construct a storm drainage basin. This would have been done under the reasonable expectation that such improvements would be reimbursed.

DISCUSSION:

Typically, off-site improvements for subdivisions are the direct result of Conditions of approval placed upon a subdivision as part of the entitlement process in which a tentative subdivision map is approved. Of those conditions that include improvements that are eligible for reimbursement, they are referenced directly in the Agreement. The Agreement, when approved by Council, allows for reimbursement of those improvements. In this case, the Conditions required the construction of a storm drainage basin, however, the Agreement is silent regarding reimbursement of basin construction.

FINANCIAL IMPACT:

This action would not have an impact on the City's General Fund. Proposed reimbursements would be paid for with funds from the City's Development Impact Fee Program.

ALTERNATIVES:

Not approve Amendment No. 2 to the Agreement or provide direction to staff. If Council does not approve the amendment, the Subdivider could not be reimbursed for the already-constructed storm drainage basin.

ATTACHMENTS:

1. Project Location Map
2. Resolution

    Exhibit A - Amendment No. 1 to Improvement Agreement Iveywood I Subdivision (TRACT NO. 19-S-03)

Attachment 1

Project Location Map

Project Location Map

Attachment 2

Resolution

RESOLUTION NO. 23-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE IMPROVEMENT AGREEMENT AUTHORIZING CONSTRUCTION AND REIMBURSEMENT OF A STORM DRAINAGE BASIN ADJACENT TO THE IVEYWOOD I SUBDIVISION PROPOSED TO BE CONSTRUCTED BY SUBDIVIDER

WHEREAS, the Planning Commission on April 9, 2019, considered and approved Tentative Subdivision TSM 2019-02 (Project); and

WHEREAS, the conditions for the Iveywood I Subdivision as part of Tentative Subdivision TSM 2019-02 identified a requirement for storm drainage basin construction; and

WHEREAS, Joseph Crown Construction and Development, a California Corporation (Subdivider) of said subdivision entered into and executed an agreement between the City and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement Iveywood I Subdivision (Final Map. No. 19-S-03)," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, agreed to construct and complete within the time specified in said Improvement Agreement (Agreement) all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Iveywood I Subdivision is on file in the office of the city engineer; and

WHEREAS, the Condition of Approval calls for construction of a storm drainage basin but the Agreement is silent as to the reimbursement to the Subdivider for its construction; and

WHEREAS, the City and Subdivider wish to memorialize the requirement for Subdivider to construct the storm drainage basin and for City to reimburse Subdivider; and

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

1. The above recitals are true and correct.

2. Based on the recitals set forth hereinabove, Amendment No. 2 to the "Improvement Agreement Iveywood I Subdivision (Tract No. 19-S-03)" requiring construction of a storm drainage basin and allowing for reimbursement thereof by City is approved and attached as Exhibit "A." A copy of the Amendment shall be kept on file in the office of the City Clerk.

3. This resolution is effective immediately upon adoption.

* * * * * * * * *

Exhibit A

Amendment No. 2

Improvement Agreement Iveywood I Subdivision (TRACT NO. 19-S-03)

AMENDMENT NO. 2

IMPROVEMENT AGREEMENT IVEYWOOD I SUBDIVISION (TRACT NO. 19-S-03)

This Amendment No. 2 to the Improvement Agreement Iveywood I Subdivision (Tract 19-S-03) ("Amendment No. 2") is entered between the City of Madera, a Municipal Corporation ("City"), and Joseph Crown Construction and Development, a California Corporation ("Subdivider")

RECITALS

WHERAS, on February 17, 2021, City and the Subdivider entered into an agreement related to the Iveywood I Subdivision ("Agreement"); and

WHEREAS, while the Conditions of Approval for the Iveywood I Subdivision call for the construction of a storm drainage basin, the Agreement does not include reimbursement provisions that relate to the construction of the storm drainage basin; and

WHEREAS, City and Subdivider wish to amend certain terms of the Agreement to address proposed construction of the storm drainage basin adjacent to the Iveywood I Subdivision by Subdivider for reimbursement by City of costs associated with construction the storm drainage basin; and

WHEREAS, the Agreement includes provisions that obligate the Subdivider to address all applicable provisions of storm drainage basin construction similar to other off-site improvements associated with the Iveywood I Subdivision including but not limited to payment of fees and bonding.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, City and Subdivider agree that the Agreement between the City and the Subdivider shall be amended as follows:

A. Section "II – REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER" is amended with the following addition:

> 5. . Storm Drainage Basin - Construction of storm drainage basin as shown on final of-site improvement plans. Basin improvements are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

B. Except as amended by this Amendment No. 2, all other terms and conditions of the Agreement remain in full force and effect.

C. This Amendment No. 2 to the Agreement shall be effective upon full execution by both parties.

(*SIGNATURES ON NEXT PAGE)*

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

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

COVENANTOR:

By: _____
Joseph Crown, President

NOTARY ACKNOWLEDGEMENT REQUIRED

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-12

SUBJECT:

Consideration of a request by Olegario H. Romero and Ines Romero for connection to the City's water system

RECOMMENDATION:

Adopt a resolution approving an agreement for Outside City Limits Water Connection for 26307 and 26319 Martin Street (APN 038-010-007)

SUMMARY:

The City has a policy wherein properties located outside the City Limits, but proximate to the City water and sewer systems, may, under certain conditions, apply for and receive City utility services. The proposed resolution approves an Agreement for Outside City Limits Water Connection which, if approved, will be recorded on the title of the property. Should the current owners elect to sell the property, the agreement would be listed on the Title Report.

DISCUSSION:

The property owners, Olegario H. Romero and Ines Romero, have two existing single-family residences on a 2.35-acre parcel located on the north side of Martin Street, between Road 26 and D Streets. The owners have requested that they be allowed to connect to the existing 12-inch City water main in Martin Street and have declared their request an urgent matter as the property has a well that is failing. The two homes are served by a single water well. Without potable water, they would more than likely rely on bottled water or pay for water service to be delivered. Fortunately, the 12-inch water line was installed as part of the development of the Matilda Torres High School. The subject site is directly north of the high school.

It is noted that two, one-inch water lines would be installed to serve each residence separately, and they would be metered, similar to all new City connections. This allows for possible disconnection of one residence if found to be necessary while allowing continuing service to the

other. Development Impact Fees (DIF) of $845 per house will be collected prior to permitting the water connections. The customers would then be charged fixed charges and volumetric charges (i.e., consumption-based) similar to existing customers. All expenses would be borne by the property owners.

The agreement allows for domestic use only. Should the City identify other uses such as agricultural crops, the City would be entitled under the terms of the agreement to disconnect service following appropriate notice to the property owner.

It is further noted that the City has recently approved several other similar requests in this area.

The Local Agency Formation Commission (LAFCO) has approved the connection of the two homes on this parcel to City water service outside the current City limits. The City requires an Agreement to be recorded on title regarding terms and conditions for subject services and the Owners' covenant not to protest annexation.

FINANCIAL IMPACT:

Approving this request for outside city limits water connection imposes no additional expense to the City, Water Enterprise Fund or the General Fund, as the property owners pay all costs associated with the physical construction of the water lateral and meter. In addition, the property owners would pay single-family residential Development Impact Fees, also known as DIF, for both structures.

ALTERNATIVES:

Should the Council not approve the Agreement for Outside City Limits Water Connection, the residents may face hardships and will have to seek other alternatives.

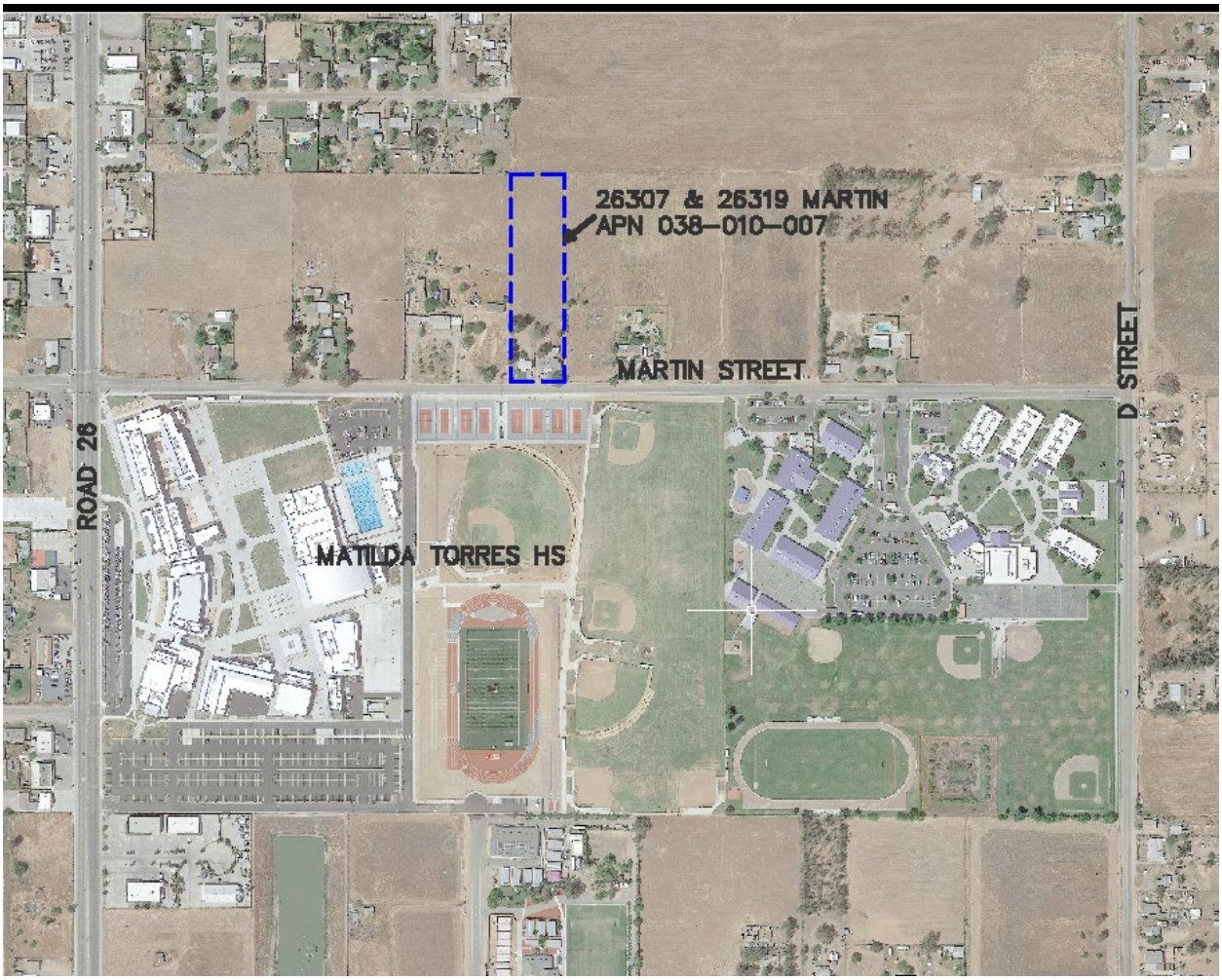
ATTACHMENTS:

1. Location Map
2. Resolution
   Exhibit A – Agreement

Attachment 1

Location Map

26307 and 26319 Martin Street



Attachment 2

Resolution

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 26307 MARTIN STREET AND 26319 MARTIN STREET (APN 038-010-007)

WHEREAS, Olegario H. Romero and Ines Romero own the property located at 26307 and 26319 Martin Street (collectively "Property") and desire to connect the Property to the City water system; and

WHEREAS, the property is located in the unincorporated territory of the County of Madera; and

WHEREAS, the City Council is willing to authorize said connections to the City's water system for domestic use only, subject to certain conditions; and

WHEREAS, all costs to connect to the City water system will be borne by the Property owner.

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 Council approves the Agreement for Outside City Limits Water Connection for 26307 and 26319 Martin Street (APN 038-010-007) which is attached to this resolution as Exhibit A and incorporated by reference.
3. The City Engineer and City Clerk with concurrence of the City Attorney are authorized to make any clerical and non-material corrections to this resolution and the Agreement.
4. Staff is hereby directed to record the Agreement.
5. This resolution is effective immediately upon adoption.

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

Exhibit A

Agreement

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF MADERA
205 W. 4TH STREET
MADERA, CA 93637

Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code……No Fee Due

Address: 26307 and 26319 Martin Street, Madera, California
APN: 038-010-007

AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 26307 AND 26319 MARTIN STREET (APN 038-010-007)

This AGREEMENT FOR OUTSIDE CITY LIMITS WATER CONNECTION FOR 26307 and 26319 Martin Street ("Agreement"), is made and entered into this ____ day of _____, 2023, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "CITY", and OLEGARIO H. ROMERO AND INES ROMERO, hereinafter called "OWNER".

RECITALS

A. OWNER is the record owner of that certain real property located at 26307 and 26319 Martin Street, in the County of Madera, California and more particularly described below.

B. The Property consists of 2.35 acres, more or less, located on the north side of Martin Street, between Road 26 and D Street, known as 26307 and 26319 Martin Street, in the unincorporated territory of Madera County (the "Subject Property").

C. OWNER desires a water connection to serve two dwellings on the Subject Property.

D. CITY is willing to authorize said water connection subject to conditions as set forth in this Agreement.

AGREEMENT

In consideration of the recitals above, which are incorporated herein, and the mutual promises contained herein, the Parties agree as follows:

1. Authority to Connect to City Water. CITY hereby authorizes OWNER to connect to the 12-inch water main on Martin Street to serve two dwellings on the Subject Property located at 26307 and 26319 Martin Street, which property is more particularly described as follows:

The W 1/2 of a parcel of land in the S 1/2 of the NE 1/4 of the NW 1/4 of Section 12, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof, described as follows:

Beginning at a point on the North line of said S 1/2 of NE 1/4 of NW 1/4, said point bearing South 89° 43' 30" East, 606.42 feet; South 0° 11' West 660.6 feet; and North 89° 42' 45" West 1601.75 feet from the North quarter corner of said Section 12; thence from said point of beginning, South 0° 11' West 660.18 feet more or less, to a point on the South line of said S 1/4 of NE 1/4 of NW 1/4; thence along said South line, North 89° 42' West 318.98 feet, more or less to the Southwest corner of said S 1/2 of NE 1/4 of NW 1/4; thence along the West line of said S 1/2 of NE 1/4 of NW 1/4 North 0° 04' 30" West 660.25 feet, more or less, to the Northwest corner thereof; thence along the North line of said S 1/2 of NE 1/4 of NW 1/4, South 89° 42' 45" East 321.97 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the South 20 feet of said parcel heretofore deeded to the County of Madera for road purposes.

APN: 038-010-007

2. Payment of Fees. Prior to any such water connection, APPLICANT shall pay to CITY water impact fees which total $1,690.00. Impact fees are based two single family residences on a single parcel. Any additional development on the Subject Property will be subject to additional CITY impact fees. OWNERS shall also pay to CITY connection, permit, inspection or other fees as required, and 50% of the cost to install the 8-inch component of the 12-inch water main located in Martin Street, in the amount of $3,219.70. On and after connection of OWNERS' property to the CITY water system, OWNER shall pay to CITY the monthly water service charges as determined by the Director of Finance.

3. Municipal Service Application and Service Rates. In addition to this Agreement, OWNER agrees to complete a Municipal Service Application to apply for water and agree to pay the water rates applicable to City residents which will be billed in accordance with City billing of City residents. As a new water service connection, OWNER is required to install a water meter and a reduced pressure back flow prevention device at property line in accordance with CITY Standard Specifications and destroy any existing wells in accordance with the Madera County and California Department of Health Standards.

4. Discontinuance of Utilities. The parties acknowledge that one result of the utility billing method of payment is to allow City to use the non-judicial remedy of discontinuing all utility services in the event of a default by OWNER in the performance of its duties and obligations pursuant to the Agreement.

5. No Assignment; Agreement Runs with the Land. The rights and obligations of the

parties shall not be assigned or transferred to others without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of the parties' successors or assigns. The burdens and benefits of this Agreement shall run with the land identified in Exhibit A attached hereto. This Agreement shall be executed in recordable form.

6. Notices. All notices to be given under this Agreement shall be in writing and either:

(a) Sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

(b) Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier, or

(c) By telecopy or similar means, if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

TO OWNER: OLEGARIO AND INES ROMERO
15187 ROAD 28 1/2
Madera, CA 93638

TO CITY: CITY OF MADERA
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt by the parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

7. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic water service to the Subject Property. Any future water connection for property development purposes is subject to CITY approval.

8. LAFCo Approval. The Subject Property is located outside the corporate limits of the City of Madera but within the City's Sphere of Influence. Due to this, the CITY must obtain authorization from the Madera Local Agency Formation Commission (LAFCo) to extend and/or connect utility services to the subject property. LAFCo authorization requires the submittal of an application for review. The CITY has prepared and submitted the required application, and LAFCo has authorized the extension and/or connection of utility services to the Subject Property.

9. Annexation. In accordance with Government Code Section 56133 (b) and LAFCo's approval of the application to extend and/or connect utility services to the Subject Property, OWNER agrees not to protest the future annexation of the subject property into the City of Madera, if such annexation is not subject to conditions, excluding the facts pertaining to the annexation itself or the extension of water or sanitary sewer service, which might materially prejudice those holding interest in the Subject Property.

10. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

11. Entire Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement shall not be construed to relieve OWNER from properly maintaining improvements on OWNERS' property as required by any existing site plan or conditional use permit, to excuse compliance with any law or regulation of general application, or to address any developmental requirements that may be applied to any future development of OWNERS' property. Without limitation of the foregoing, OWNER acknowledges that the Development Impact Fees paid as provided herein are for the existing residence only, and any additional residences or other uses or additional improvements will require the payment of additional Development Impact Fees as may be applicable to such additional residences, uses or improvements.

No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by either party. Each party has relied upon his own examination of this Agreement, the counsel of his own advisors, and the warranties, representations, and covenants in the Agreement itself. The failure or refusal of either party to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

12. Time of the Essence. Time is of the essence for each condition, term, and provision in this Agreement.

13. Counterpart Signatures. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all taken together shall constitute one and the same instrument. The execution of this Agreement is deemed to have occurred, and this Agreement shall be enforceable and effective only on the complete execution of this Agreement by the parties.

14. Severance. If any term or provision of this Agreement shall, to any extent, be held

invalid or unenforceable, the remainder of this Agreement shall not be affected.

15. No Waiver. A waiver or breach of a covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

16. Headings. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated to it by this reference.

17. Applicable Law. This Agreement shall be governed and construed in accordance with California law. This Agreement concerns real property located in Madera, California and each party agrees that a court of competent jurisdiction for the judicial district including Madera, California would be the most appropriate court for any litigation that might arise in connection with this Agreement.

18. Authority to Sign. Each party signing below certifies that he or she is authorized to execute this Agreement and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

19. Amendments to Agreement. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. This Agreement and any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Madera.

20. Limitation on Use of City Water. OWNER agrees that the water provided by the CITY shall be used only for domestic use and residential landscape irrigation use. No use of CITY water for agricultural irrigation or other use atypical of residential use shall be allowed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

CITY OF MADERA

By: _____
Keith B. Helmuth, City Engineer

By: _____
Santos Garcia, Mayor

OWNERS

By: _____
Olegario H Romero

By: _____
Ines Romero

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTACH NOTARY ACKNOWLEDGEMENT

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: B-13

SUBJECT:

Amendment to the Management and Operations Agreement between the City and MV Public Transportation, Inc. relating to the Vehicle Service Hourly Rates and the Fixed Monthly Fees

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 6 to the Agreement for Management and Operation of Madera Transit Services correcting the Vehicle Service Hourly Rate and the Fixed Monthly Fees effective July 1, 2023

SUMMARY:

In July 2018, the City released a Request for Proposal (RFP) for the Management and Operation of Transit Services. The City was seeking an operator to provide the following:

- Fixed-route
- Dial-A-Ride/ADA Paratransit services, and
- Demand-response transit services

This RFP process resulted in the City entering into an Agreement for the Management and Operation of Madera Transit Services with MV Public Transportation, Inc. (MVPT, Inc.) on November 7, 2018. Council approved a two-year Management and Operations Agreement extension through June 30, 2025 on June 7, 2023.

After the Council approved the extension, staff discovered several discrepancies in rates and fees. Therefore, staff is seeking Council approval of Amendment No. 6 to reflect the rates and fees currently listed in the Agreement in congruence with the parties' intent regarding those rates. In short, rates will be lower than what was presented to Council on June 7, 2023.

DISCUSSION:

MVPT, Inc. has served as the City's transit operator for five years. Recently, Council approved Amendment No. 5 allowing a two-year extension to the original term of the Agreement. The Management and Operations Agreement will now sunset on June 30, 2025. Soon after Council approved Amendment No. 5, staff discovered discrepancies in the Amendment related to the Vehicle Service Hourly Rates and the Fixed Monthly Fees.

Staff is proposing Amendment No. 6 to the current Agreement to update the Amendment with the fees and rates agreed upon by both parties to the contract. Staff is proposing the updated rates and fees to be effective as of July 1, 2023. Staff has discussed this amendment with MV, Inc staff, who supports the necessary changes. The updated rates are outlined in Exhibit A of the resolution.

FINANCIAL IMPACT:

Transit services and personnel time is expended through Local Transportation Funds and other Transit-related budgets which are grant funded. Transit operations are primarily paid for through FTA 5307 funds. The City is eligible for annual federal fund allocations, which will cover operating expenses. Funds for the Fiscal Year (FY) 2023/24 costs will be appropriated in the upcoming budget.

ALTERNATIVES:

As an alternative, Council may:

1. Not approve the Amendment. If Council does not approve the proposed Amendment, the City will be obligated to the incorrect terms of the Agreement, resulting in increased operating costs.

ATTACHMENTS:

1. Attachment A – Resolution Approving Amendment No. 6
    a. Exhibit A – Management & Operation Agreement, Amendment No. 6

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 6 TO THE AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

WHEREAS, the City of Madera (City) and MV Public Transportation, Inc. (MVPTI) entered an agreement for the Management and Operation of Madera Transit Services (Agreement) on November 7, 2018; and

WHEREAS, the Parties entered Amendment No. 1 on July 1, 2021, extending the Agreement to June 30, 2022; and

WHEREAS, the Parties entered Amendment No. 2 to the Agreement on October 6, 2021, to extend the Agreement to June 30, 2023; to meet required FTA provisions and language for the Agreement between the City and Contractor; and

WHEREAS, the Parties entered Amendment No. 3 to the Agreement on December 1, 2021, to modify the Driver Certification requirements and Holiday Schedule; and

WHEREAS, the Parties entered Amendment No. 4 to the Agreement on December 1, 2021, to amend the Scope of Work; and

WHEREAS, the Parties entered Amendment No. 5 to the Agreement on June 7, 2023 extending the Agreement through June 30, 2025 and increasing the total operating costs to $2,177,201 for the first year of the extension and $2,247,917 for the second year of the extension; and

WHEREAS, a further Amendment to the Agreement is needed to correct the Vehicle Service Hourly Rates and Fixed Monthly Fees effective July 1, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 6 to the Agreement for Management and Operations with MV Public Transportation, Inc. which is attached as **Exhibit A** and incorporated by reference.
3. This resolution is effective immediately upon adoption.

***

Exhibit A

AMENDMENT NO. 6 TO AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

This Amendment No. 6 to the Agreement for Management and Operation of Madera Transit Services between the City of Madera (City) and MV Public Transportation, Inc. (Contractor or MVPT, Inc.) is entered into effective July 1, 2023.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement for the Management and Operations of Madera Metro Transit Services (Agreement) on November 7, 2018; and

WHEREAS, the Parties entered Amendment No. 1 to the Agreement on July 1, 2021, to extend the Agreement to June 30, 2022; and

WHEREAS, the Parties entered Amendment No. 2 to the Agreement on October 6, 2021, to extend the Agreement to June 30, 2023, to meet required FTA provisions and language for the Agreement between the City and Contractor; and

WHEREAS, the Parties entered Amendment No. 3 to the Agreement on December 1, 2021, to modify the Driver Certification requirements and Holiday Schedule; and

WHEREAS, the Parties entered Amendment No. 4 to the Agreement on November 17, 2021, related to transit services on holidays; and

WHEREAS, the Parties entered into Amendment No. 5 on June 7, 2023, to extend the term and economic conditions of the Agreement; and

WHERAS, the Parties wish to enter into Amendment No. 6 as set forth herein.

AMENDMENT

SECTION 1. The language in Sections 5.a.1) and b.1) of the Agreement, as amended, shall have no further force and effect and shall be replaced with the following text to read as follows:

a. <u>Vehicle Service Hourly Rate</u>

1) For the duration of the Agreement, CONTRACTOR will be paid a Fixed Vehicle Service Hourly Rate for Madera Metro and Dial-A-Ride according to the following schedule:

a. Year 1: Fiscal Year 18-19	$32.46
b. Year 2: Fiscal Year 19-20	$34.13
c. Year 3: Fiscal Year 20-21	$37.51

d.	Fiscal Year 2021-2022	$40.46
e.	Fiscal Year 2022-2023	$42.03
f.	Fiscal Year 2023-2024	$51.28
g.	Fiscal Year 2024-2025	$53.03

b. <u>Fixed Monthly Fee</u>

1) For the duration of the Agreement, CONTRACTOR will be paid a Fixed Monthly Fee for Madera Metro and Dial-A-Ride according to the following schedule:

a.	Year 1: Fiscal Year 18-19	$39,385.07
b.	Year 2: Fiscal Year 19-20	$41,039.14
c.	Year 3: Fiscal Year 20-21	$44,749.91
d.	Fiscal Year 2021-2022	$47,280.33
e.	Fiscal Year 2022-2023	$48,131.05
f.	Fiscal Year 2023-2024	$58,350.63
g.	Fiscal Year 2024-2025	$60,056.42

SECTION 2. Except as amended by this Amendment No. 6, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed or caused Amendment No. 6 to Agreement to be executed as of the date and year written below.

(SIGNATURES ON NEXT PAGE)

Exhibit A

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

MV PUBLIC TRANSPORTATION, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

_____
Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: July 19, 2023

Agenda Number: B-14

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Acceptance of PG&E Charitable Contributions Movies in the Park

RECOMMENDATION:

Adopt a Minute Order accepting a charitable contribution from PG&E for Movies in the Park in the amount of $10,000 for Fiscal Year 2023/2024

SUMMARY:

The City submitted a charitable contribution request through Pacific Gas and Electric's (PG&E) Better Together Giving Program in June 2023 for consideration. The request has been approved and PG&E will be awarding the City $10,000 for the Movies in the Park series.

DISCUSSION:

The City facilitates an annual Movies in the Park summer series at the Lions Town & Country Park. The eight-week series commences the first Friday in July and held every Friday thereafter. Movies are showcased on a large inflatable screen for a fun, family-friendly atmosphere.

The Better Together Giving Program is sponsored by both PG&E and the PG&E Corporation Foundation, an independent 501(c)(3) private foundation. In recognition of their donation, the City will add PG&E's logo on promotional material, the City's website, and in social media communication.

FINANCIAL IMPACT:

The charitable contribution will reimburse the City for expenditures related to the Movies in the Park summer series, which includes per-movie licensing costs, concession stand supplies, tech

and sound system, as well as be used to make repairs and improvements to the amphitheater building.

For context, the City received a $20,000 charitable contribution donation in FY 2022/2023 under PG&E's Better Together Giving Program, for Movies in the Park.

ALTERNATIVES:

Council could direct staff to return the $10,000 charitable contribution to PG&E.

ATTACHMENTS:

1. Summer 2023 Movies in the Park Flyer

Hosted by the City of Madera

Sponsored by PG&E

Parks Make Life Better!®

SUMMER MOVIES IN THE PARK

Lion's Town & Country Park Amphitheater

Madera, CA • 2300 Howard Rd.

All films begin at dusk (*approximately 8:30 - 9:00pm*)

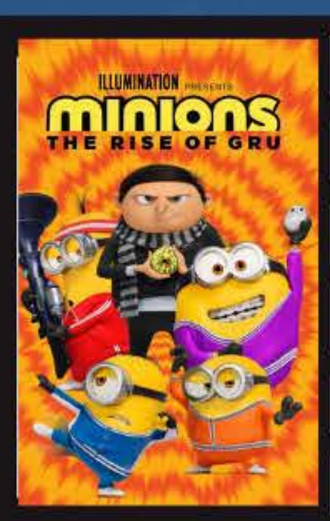
7/7

8/4

7/14

8/11

7/21



8/18

7/28

8/25

Free admission • No alcohol, smoking, or vaping allowed

Concessions will be sold • **CASH ONLY** • For more information call (559) 661-5498

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P. E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: C-1

SUBJECT:

Public Hearing to Consider the Proposed Annexation of Property Within the Crown Tozer II (Iveywood II) Subdivision into Landscape Maintenance District Zone of Benefit 51 for Fiscal Year 2023/24

RECOMMENDATION:

Adopt Resolution Approving Annexation No. 2023-07 for Annexation of the Iveywood II Subdivision (Tract No. 21-S-01) into Zone of Benefit 51, Confirming the Diagram and Assessment for Landscape Maintenance District (LMD) Zone of Benefit 51 for Fiscal Year (FY) 2023/24; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

SUMMARY:

This public hearing is for the purpose of annexing the Iveywood II Subdivision (Tract No. 21-S-01) into the City's LMD. The Property is set forth in the attached resolution for Annexation No. 2023-07 for annexation to Zone of Benefit 51.

On February 9, 2021, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2020-01 for the Iveywood II Subdivision ("Project"). On June 21, 2023, City Council approved a resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972 for the annexation of the Property into LMD Zone of Benefit 51, to review the improvements and assessments for Fiscal Year 2023/24 and set a public hearing. That hearing was set for July 19, 2023. The Proposed Resolution relates to the annexation of Project Property to LMD Zone of Benefit 51.

DISCUSSION:

In June of 1991, the City formed the Landscape Maintenance District which allowed for individual LMD's to be formed for the purposes of levying assessments against new development for the maintenance of landscaped areas including median islands, certain park strips, frontage road median islands and certain landscaped outlots. Ultimately, the creation of LMD's lead to a greater ability to provide projects that meet the City's goals of more attractive development. In recent years, the City has taken efforts to halt or slow the growth of zones through annexation of new developments into existing zones where such annexation was logical.

The Final Map for the Project was approved by the City Council (Council) at the regular meeting of the Council on June 21, 2023. At the same meeting, Council approved a resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972 for the annexation of the Property into LMD Zone of Benefit 51, to review the improvements and assessments for FY 2023/24, and set a public hearing. That hearing was set for July 19, 2023. Annexation of the Project into LMD Zone of Benefit 51 is one component of the project that must be approved prior to recordation of the Final Map.

LMD Zone 51 is responsible for maintenance of landscaped areas citywide, it does not have a typical boundary similar to other zones as it incorporates landscaped areas throughout the City.

Annexation of this subdivision into Zone of Benefit 51 represents one of multiple items that must be completed prior to recordation of the Final Map and Improvement Agreement. Those items include:

- Annexation of the Project into LMD Zone of Benefit 51 shall be completed. This being the second meeting of two required to complete the process.
- Annexation of the Project into the City's Community Facilities District (CFD) shall be completed through a separate action to be presented to the Council
- All taxes will be paid
- Bonds and insurance requirements will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Improvement Agreement.
- Plan Check & Inspection Fee will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, Joseph Crown Construction and Development, Inc., has signed a Landowner's Consent for annexation into Zone of Benefit 51 of LMD. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

The resolution includes acceptance of the signed and notarized covenant for Property.

FINANCIAL IMPACT:

Parcels within the subdivision will be responsible for participating in the cost of maintaining existing and proposed landscaping within the subject zone. As such, there are no financial impacts to the General Fund so long as assessments are adjusted in a timely manner.

For the addition of property to Zone 51, the annual assessment amount on the parcels subject to this action will be in an amount not to exceed $7.40 per parcel. A full listing of all 63 parcels and their assessment amounts can be found in Exhibit "C" of Attachment 2.

ALTERNATIVES:

Not adopt the resolution approving annexation. If Council does not approve annexation of parcels into the existing LMD zone, it would result in the inability to record the Final Map and for the Subdivider to complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

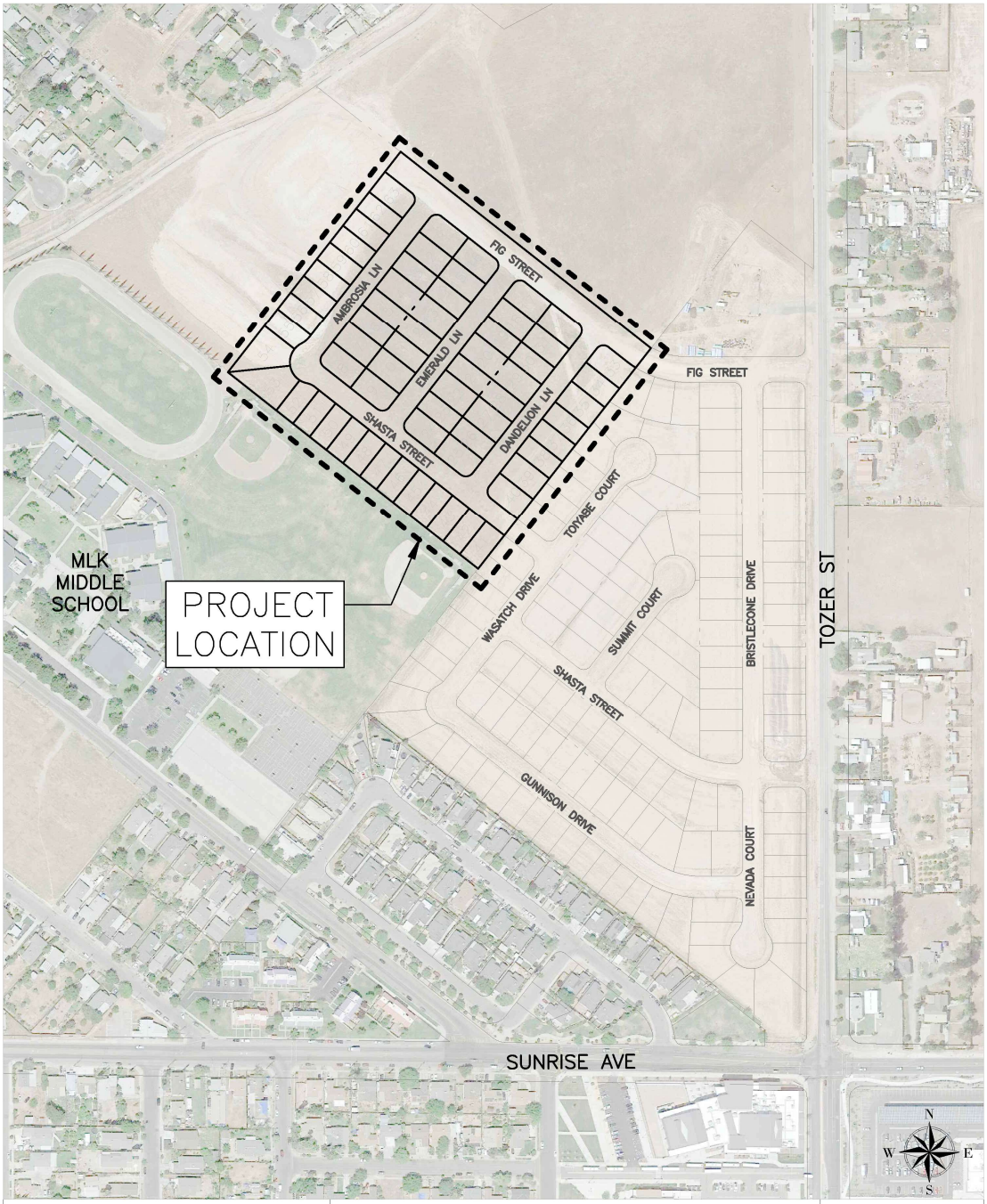
ATTACHMENTS:

1. Property Location Map
2. Resolution – Approving Annexation, Confirmation of the Diagram, and Assessments for Zone of Benefit 51
    - Exhibit A – Legal Description
    - Exhibit B – Assessment Diagram
    - Exhibit C – Assessment Amounts
    - Exhibit D – Covenant

Attachment 1

Property Location Map

LOCATION MAP



CITY OF MADERA ENGINEERING DEPARTMENT 428 E. YOSEMITE MADERA, CA 93638	IVEYWOOD ESTATES II TRACT 21–S–01	DR BY: EP CH BY: DATE: 6/3/22 SCALE: NTS SHT 1 OF 1

Attachment 2

Resolution
Approving Annexation, Confirmation of the Diagram, and Assessments for
Zone of Benefit 51

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION NO. 2023-07 FOR ANNEXATION OF IVEYWOOD II SUBDIVISION (TRACT NO. 21-S-01) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2023/24; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the assessments for FY 2023/24 will reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, the owner of property proposed to be annexed to Zone of Benefit 51 as described in **Exhibit "A"** and diagramed in **Exhibit "B**" attached hereto and incorporated herein by reference, has consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both; and

WHEREAS, the assessment amounts are set forth in **Exhibit "C**"; and

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District.

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. That the public interest and convenience require that certain property described in Exhibit "A" and as diagrammed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 51 for the maintenance and servicing of landscaping facilities.

3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2023/24 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in Exhibit "D" the Covenant for Landscape Maintenance District Zone of Benefit 51 which are all attached to this resolution.

4. The City Council accepts the Covenant for Landscape Maintenance District Zone of Benefit 51 attached to this resolution as **Exhibit "D**" and incorporated by reference.

5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

6. The City Engineer with concurrence of City Manager and City Attorney is authorized to make clerical corrections.

7. This resolution is effective immediately upon adoption.

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

Exhibit A

Legal Description

For APN/Parcel ID(s): 008-180-009

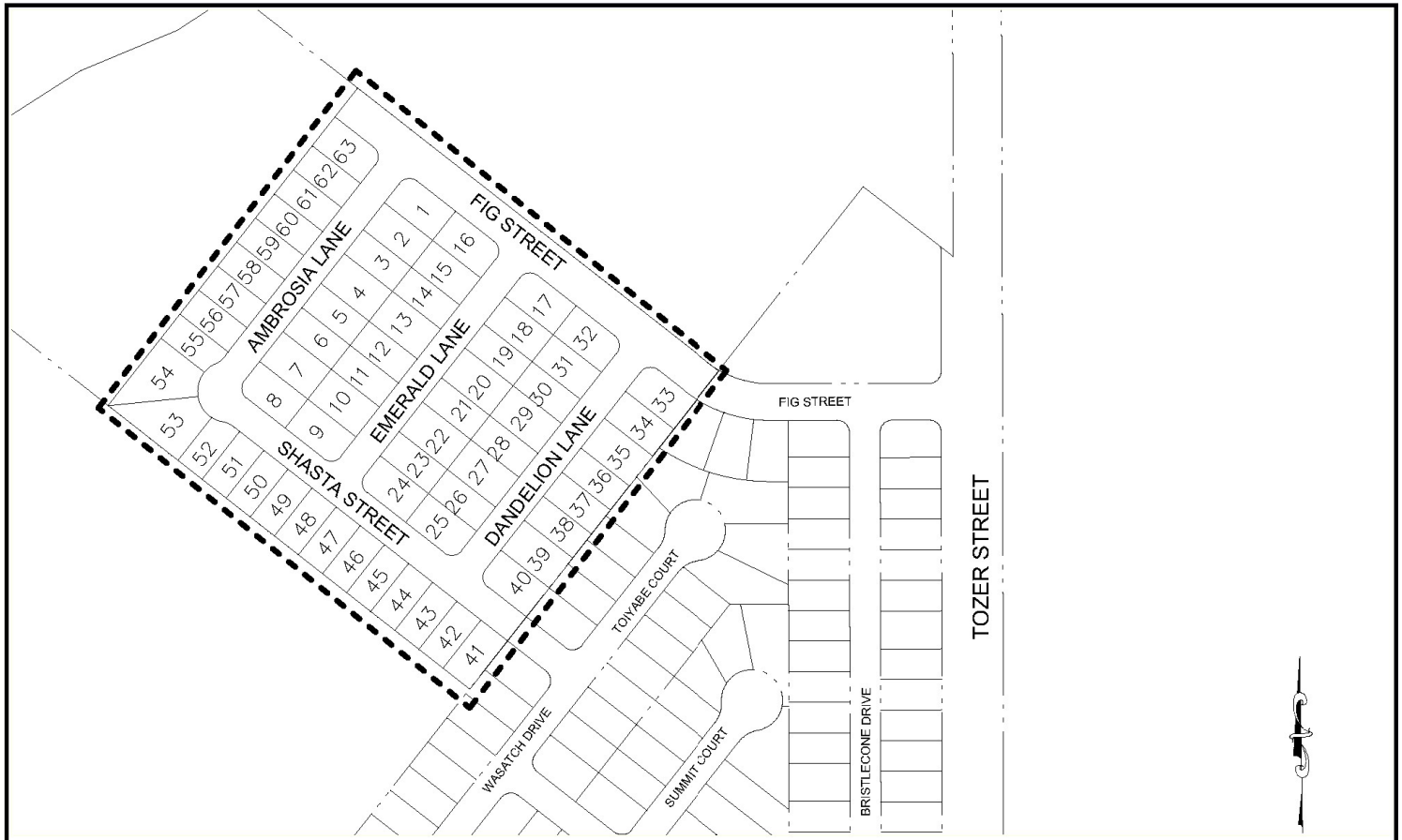
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

OUTLOT B OF TRACT 19-S-03, ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD JUNE 18, 2021, IN VOLUME 66 OF PLATS, AT PAGES 65 THROUGH 68, MADERA COUNTY RECORDS

APN: 008-180-009 New 008-180-007 Old

Exhibit B

Assessment Diagram



ASSESSMENT DIAGRAM
INCLUSION OF IVEYWOOD PHASE II SUBDIVISION 21-S-01
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
IVEYWOOD II SUBDIVISION 21-S-01
REV. MAY 2022

Exhibit C

Assessment Amounts (Sheet 1 of 4)

Lot	Owner	Assessment Amount (FY 2023/2024)
1	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
2	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
3	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
4	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
5	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
6	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
7	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
8	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
9	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
10	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
11	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
12	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
13	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
14	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
15	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
16	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
17	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
18	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
19	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
20	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
21	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40

Exhibit C

Assessment Amounts (Sheet 2 of 4)

Lot	Owner	Assessment Amount (FY 2023/2024)
22	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
23	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
24	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
25	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
26	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
27	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
28	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
29	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
30	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
31	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
32	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
33	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
34	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
35	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
36	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
37	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
38	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
39	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
40	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
41	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40

Exhibit C

Assessment Amounts (Sheet 3 of 4)

Lot	Owner	Assessment Amount (FY 2023/2024)
42	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
43	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
44	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
45	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
46	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
47	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
48	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
49	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
50	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
51	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
52	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
53	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
54	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
55	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
56	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
57	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
58	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
59	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40

Exhibit C

Assessment Amounts (Sheet 4 of 4)

Lot	Owner	Assessment Amount (FY 2023/2024)
60	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
61	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
62	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40
63	Joseph Crown Construction and Development, Inc., A California Corporation	$7. 40

Exhibit D

Covenant
LMD Zone 51

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

Fee Waived per Section 27383 & 27388. 1(a)(2)(D) of the Government Code

COVENANT
LANDSCAPE MAINTENANCE DISTRICT

ZONE OF BENEFIT 51

This covenant and agreement is by and between the City of Madera, a general law city ("City"), and Joseph Crown Construction and Development, Inc., A California Corporation ("Covenantor") located at 2001 Howard Road, Ste. 211, Madera, CA 93637, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Madera.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Madera, County of Madera, State of California, hereinafter referred to as "the Subject Property," and more particularly described as:

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

OUTLOT B OF TRACT 19-S-03, ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD JUNE 18, 2021, IN VOLUME 66 OF PLATS, AT PAGES 65 THROUGH 68, MADERA COUNTY RECORDS

(APN: Current 008-180-007; Proposed 008-180-009 Old

B. A condition of approval of Iveywood II Subdivision (Tract No. 21-S-01) is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the City of Madera Landscape Maintenance District 51 ("District No. 51") to levy and collect assessments to cover the cost of maintaining all landscaping, and irrigation systems within the LMD Zone of Benefit 51 public right-of-way. The Covenantor is also required to disclose to all

potential lot buyers that the Property has been annexed into LMD Zone of Benefit 51. Said condition is set forth during the February 9, 2021, meeting of the planning commission, item 2, condition 49. (hereafter "LMD Condition").

C. The Covenantor and the City desire to enter into this covenant ("Covenant") providing for such annexation and notice to satisfy the LMD Condition for the Subject Property.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LMD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Tentative Map No. Tract No. 21-S-01, Covenantor will annex the property to LMD No. 51 to be levied and assessments collected to cover the cost of maintaining landscaping and irrigation systems within the LMD No. 51 public right-of-way.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LMD Zone of Benefit 51.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently is an amount not to exceed $7. 40 per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the LMD.

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

6. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LMD Zone of Benefit 51, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

7. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

8. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

9. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Madera.

10. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF MADERA
a Municipal Corporation

By: _____
Santos Garcia
Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy
City Attorney

APPROVED

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

Covenantor:
JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC., A CALIFORNIA CORPORATION

By: _____
JOSEPH CROWN
Chief Executive Officer

ATTEST:

By: _____
Alicia Gonzales
City Clerk

Date: _____

(*Attach Notary Acknowledgments*)

REPORT TO CITY COUNCIL

Approved by:

_____
Will Tackett, Community Development Director

_____
Arnoldo Rodriguez, City Manager

Meeting of: July 19, 2023

Agenda Item: C-2

SUBJECT:

George Washington Elementary School Public Service Easement Partial Vacation (ABN 2022-02)

RECOMMENDATION:

Hold a Public Hearing and Adopt a Resolution adopting a Categorical Exemption Pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections, 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), 15305 (Minor Alterations in Land Use Limitations) and Section 15314 (Minor Additions to Schools) and Approving the Vacation of a Portion of Public Service Easement Between East Lincoln Avenue and East South Street

SUMMARY:

The subject application (ABN 2022-02) proposes to vacate a portion of an existing 60-foot-wide public service easement extending 410 linear feet between East Lincoln Avenue and East South Street (see Attachment 1). The application proposes to amend the width of the existing easement from 60 to 20 feet by removing 20-foot-wide sections (8,200 square feet) on either side of the existing easement centerline. This will reduce the overall easement width from 60 to 20 feet (see Exhibit A of Attachment 2). The remaining easement is to be retained to serve existing subsurface City storm drain improvements placed within the easement.

The affected parcel (APN 004-030-008), located at 604 East Lincoln Avenue, is occupied by the Madera Unified School District's (MUSD) George Washington Elementary School. The partial vacation of the service easement will remove development restrictions on the placement of structures on an additional 16,400 square feet of the school site. Table 1 below provides an overview of the proposal and project site characteristics.

Table 1: *Project Overview*	
Project Number:	ABN 2022-02
Applicant:	Forefront Power
Owner:	Madera Unified School District
Location:	604 East Lincoln Avenue
Project Area:	8,200 square feet on either side of retained 20' easement
Plan Land Use:	Other Public and Semi-Public Uses (P&SP).
Zoning District:	Public Facilities (PF).
Site Characteristics	This segment of the public service easement contains underground storm drain facilities and is turfed serving as portion of the school's playground area.

ANALYSIS:

The applicant, Forefront Power, on behalf of the MUSD is requesting a partial vacation of an approximate 410 linear foot, north-south trending public service easement located on the subject property between East Lincoln Avenue and East South Street reducing the existing easement width from 60 to 20 feet. The subject request is related to the MUSD'S desire to construct solar arrays at the George Washington Elementary School site. The vacation does not include the removal, construction, or modification of existing infrastructure.

Pursuant to the California Streets and Highways Code, vacated easements allow for the development within the abandoned areas of the property owner(s). Upon recordation of the vacation, the City as well as public utility purveyors would relinquish their rights to use the vacated portion of the MUSD property for the placement of services, and/or subsurface or aerial utilities.

This easement was originally planned and dedicated as a 60-foot-wide right of way and public service easement for the purpose of continuing the north-south Nebraska Street alignment and to construct, maintain, operate, replace, remove and renew sanitary sewers and storm drain improvements as well as to construct, maintain, operate, replace, renew, restore and enlarge lines of pipe, conduits, cables wires, poles and other structures for the operation of gas line pipes, telephone, electrical energy, petroleum products and water. The 60-foot-wide right-of-way was not developed and right-of-way was ordered to be vacated by the City, reverting to a public service easement on July 18, 1949 to enable the ability to construct, maintain, operate, replace, remove and renew sanitary sewers and storm drain improvements as well as to construct, maintain, operate, replace, renew, restore and enlarge lines of pipe, conduits, cables wires, poles and other structures for the operation of gas line pipes, telephone, electrical energy, petroleum products and water (City Council Resolution 574). To the north and south of the school site easement is Nebraska Street, a developed 60-foot-wide right-of-way. The abandonment of 20 feet on either side of the service easement would reduce the public service easement width to 20 feet.

Except for City storm drain facilities, there are no known utilities located within the public utility easement subject to vacation. No known utilities would be impacted by the partial vacation.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Staff performed a preliminary environmental assessment and have determined that the project is exempt under CEQA Guidelines Sections 15301 (Existing Facilities), 15303 (New Construction of Conversion of Small Structures), 15305 (Minor Alterations in Land Use Limitations), and 15314 (Minor Additions to Schools) as the project will not result in any changes in land use or density, the addition of any future solar panels by MUSD would involve a negligible expansion of existing school uses already located on the site and would constitute new and small equipment and accessory structures for the site, the vacation and construction of solar panels would not increase student capacity by more than 25% or 10 classrooms, and the portion of the public service easement proposed to be vacated and used for solar panels is not being used for public utilities. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

PLANNING COMMISSION REVIEW:

California Government Code Section 65402 requires that no easement shall be vacated or abandoned until its "…location, purpose and extent of such… vacation or abandonment…have been submitted to and reported upon by the planning agency as to the conformity with (the) adopted general plan or part thereof." Further, California Streets and Highways Code Section 8313(a) requires that "[I]f the proposed vacation of a street, highway, or public service easement is within an area for which a general plan is adopted by a local agency, the legislative body of the public entity shall consider the general plan prior to vacating the street, highway, or public service easement." Accordingly, the Planning Commission held a public hearing to consider the project at their regular meeting on June 13, 2023. No members of the public addressed the Commission on this item. On a 5-0 vote, the Commission adopted Resolution No. 1960, finding the vacation in conformance with the goals and policies of the General Plan (Attachment 3).

PUBLIC NOTICE:

Section 8322 of the California Streets and Highways Code requires that notice of the public hearing for a vacation be published for at least two successive weeks prior to the public hearing. Public notice was published accordingly in the Madera Tribune. Further, Section 8323 of the Code requires that at least two weeks prior to the public hearing, notices of the requested right-of-way vacation be posted conspicuously along the line of the street proposed to be vacated.

Three notices were posted conspicuously along the line of the public utility subject to be partial vacated. A notice was posted at either end of the utility easement corridor where the easement intersects with East Lincoln Avenue and East South Street and one equal distance between the notice posted at either end of the utility easement on July 3, 2023. Property owners and occupants within at least a 300-foot radius of the subject vacation property were notified by mail of hearing.

FISCAL IMPACT:

The applicant paid $3,263 in Planning Department entitlement fees to offset the cost associated with processing ABN 2022-02.

ALTERNATIVES:

Council could consider alternatives other than the Planning Commission and staff's recommendation for approval of the partial vacation of public service easement between East Lincoln Avenue and East South Street. The Council may:

1. Deny the partial vacation of public service easement between East Lincoln Avenue and East South Street. Should the request be denied, the George Washington Elementary School solar project would be unable to move forward.

2. Move to continue the item with direction to staff to provide additional information.

ATTACHMENTS:

1. Vicinity Map
2. Planning Commission Resolution No. 1960
3. Resolution of the City Council
   Exhibits A and B Public Service Easement Vacation Legal Description and Map

ATTACHMENT 1

Vicinity Map

Dina's Crystal Cleaning Laundromat
E Rush St
E Rush St
Taqueria Guerrero
E Lincoln Ave
George Washington Elementary School
Fastway Chicken
El Toro Loco Supermarkets
N D St
Nebraska Ave
Delavalle Ave
Chavinda Taqueria
Riverside Dr
Riverside Dr
N D St
Moreno's Madera Cake
N B St

ATTACHMENT 2

Planning Commission Resolution
No. 1960

RESOLUTION NO. 1960

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA FINDING A 40-FOOT-WIDE VACATION OF AN EXISTING 60-FOOT-WIDE PUBLIC UTILITY EASEMENT CROSSING GEORGE WASHINGTON ELEMENTARTY SCHOOL BETWEEN EAST LINCOLN AVENUE AND EAST SOUTH STREET CONFORMS WITH THE CITY OF MADERA GENERAL PLAN

WHEREAS, the California Government Code Section 65402 and Streets and Highways Code Section 8313 requires the "Planning Agency" (City of Madera Planning Commission) review the disposition of any property, including public utility easement abandonment, by the City for conformity with the adopted General Plan; and

WHEREAS, the Planning Commission review is intended to assure that the public utility easement vacation is consistent with the City's General Plan long-range objectives; and

WHEREAS, the proposed public utility easement to be vacated is to include the eastern most 20 foot wide section (8,200 square feet) and the western most 20 foot wide section (8,200 square feet) of an existing 60-foot-wide easement extending 410 linear feet located at 604 East Lincoln Avenue (APN 004-030-008) as shown in Exhibit A; and

WHEREAS, the City owns, operates and maintains a storm drain pipeline within the public utility easement; and

WHEREAS, the Madera Unified School District (MUSD) is the property owner and Forefront Power is the applicant requesting to vacate a portion of the 60-foot-wide public utility easement and is acting on behalf of the Madera Unified School District; and

WHEREAS, the vacation will cause the ownership of the vacated area to revert to MUSD; and

WHEREAS, upon recordation of the vacation, the City of Madera as well as public utility purveyors would relinquish their rights to use of the vacated portion of the easement to construct operate, maintain or replace water, sewer, drainage, gas, petroleum, electrical and communication infrastructure; and

WHEREAS, the vacation would not affect the City's ability to operate, maintain, replace, renew, restore the City's storm drain pipeline within the modified public utility easement; and

WHEREAS, the property is a developed school site and is occupied by the George Washington Elementary School; and

WHEREAS, the existing 60-foot-wide public utility easement is turfed and serves as a portion of the school's overall playground area; and

WHEREAS, MUSD's desires to construct solar arrays at the George Washington Elementary School and desires to extend the arrays in to the public utility easement areas to be vacated; and

WHEREAS, the vacation is consistent with Circulation Element Goal CI-1 (Quality infrastructure that meets the needs of the community at the time it is needed); and

WHEREAS, the abandonment is consistent with the infrastructure system identified within the General Plan Circulation and Infrastructure Element.

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

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

2. CEQA: The Planning Commission recommends the City Council find that the project is exempt under CEQA Guidelines Sections 15301 (Existing Facilities), 15303 (New Construction of Conversion of Small Structures), 15305 (Minor Alterations in Land Use Limitations), and 15314 (Minor Additions to Schools) as the project will not result in any changes in land use or density, the addition of any future solar panels by MUSD would involve a negligible expansion of existing school uses already located on the site and would constitute new and small equipment and accessory structures for the site, the vacation and construction of solar panels would not increase student capacity by more than 25% or 10 classrooms, and the portion of the public utility easement proposed to be vacated and used for solar panels is not being used for public utilities. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

3. Easement abandonment: The Planning Commission hereby determines that the easement abandonment of the eastern most 20-foot-wide section and western most 2- foot-wide section of an existing public utility easement located at the George Washington Elementary School is in conformance with the adopted General Plan.

4. Recommendation: The Planning Commission recommends the City Council adopt a resolution to order the summary vacation of the portion of easement described herein.

5. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 13th day of June 2023, by the following vote:

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

NOES: None

ABSTENTIONS: None

ABSENT: Commissioner's Bobby Sheikh, Balwinder Singh

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Gary Conte, AICP
Planning Manager

"Exhibit A" - Vacation Map
"Exhibit B" – Legal Description

EXHIBIT A

PARTIAL SUMMARY VACATION OF PUBLIC SERVICE EASEMENT

RESERVED PER BOOK 471 OF OFFICIAL RECORDS, PAGE 272, MADERA COUNTY RECORDS

ALL THAT PORTION OF THAT REAL PROPERTY DESCRIBED AS PARCEL 2 IN THE CITY OF MADERA RESOLUTION NUMBER 574 ORDERING VACATION OF STREETS AND ALLEYS SUBJECT TO RESERVATIONS AND RESTRICTIONS, RECORDED IN BOOK 471 OF OFFICIAL RECORDS, PAGE 272, MADERA COUNTY RECORDS, SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND BEING DESCRIBED THEREIN AS FOLLOWS:

BEING THE EASTERLY AND WESTERLY 20 FEET OF THAT PORTION OF NEBRASKA AVENUE, 60 FEET TOTAL WIDTH, EXTENDING FROM THE NORTH LINE OF SOUTH STREET TO THE SOUTH LINE OF LINCOLN AVENUE, AS SAID STREETS ARE SHOWN AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED "AMENDED PLAT OF DWORACK'S ADDITION TO THE TOWN OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA IN VOLUME 1 OF MAPS, AT PAGE 1.

3/14/2023

FOREFRONT POWER

2021 FOREFRONT POWER, LLC AND ITS AFFILIATES, ALL RIGHTS RESERVED

100 MONTGOMERY ST. #725
SAN FRANCISCO, CA 94104
(855) 204-5083
www.ForeFrontPower.com

PROJECT NUMBER:	CA-20-0342
SHEET NO.:	1 OF 1

EXHIBIT B

NOTES:

1) LOTS SHOWN ARE PER THE AMENDED MAP OF DWORACK'S ADDITION TO THE TOWN OF MADERA, FILED IN THE OFFICE OF THE COUNTY RECORDER ON SEPTEMBER 30, 1893, IN VOLUME 1, OF MAPS, PAGE 1, MADERA COUNTY RECORDS.

2) THE NEBRASKA STREET RIGHT OF WAY WAS VACATED AND A PUBLIC UTILITY EASEMENT WAS RESERVED PER PER BOOK 471 OF OFFICIAL RECORDS, PAGE 272. PORTIONS OF THAT EASEMENT ARE BEING VACATED AS DESCRIBED ON EXHIBIT "A" SHOWN HEREON

LICENSED LAND SURVEYOR
NATHANIEL D. SELLERS
L.S. 8848
STATE OF CALIFORNIA

3/14/2023

FOREFRONT POWER

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100 MONTGOMERY ST. #725
SAN FRANCISCO, CA 94104
(855) 204-5083
www.ForeFrontPower.com

PROJECT NUMBER:	CA 20-0342
SCALE:	1" = 80'
SHEET NO.:	1 OF 1

ATTACHMENT 3

Resolution of the City Council

Including

Exhibits A and B Public Service Easement Vacation Legal Description and Map

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES SECTIONS 15301 (EXISTING FACILITIES), 15303 (NEW CONSTRUCTION), 15305 (MINOR ALTERATIONS IN LAND USE LIMITATIONS), AND 15314 (MINOR ADDITIONS TO SCHOOLS), AND APPROVING THE VACATION OF A PORTION OF PUBLIC SERVICE EASEMENT CROSSING GEORGE WASHINGTON ELEMENTARY SCHOOL BETWEEN EAST LINCOLN AVENUE AND EAST SOUTH STREET

WHEREAS, the City Council of the City of Madera (Council) is authorized by Chapter 3, Part 3, Division 9 of the Streets and Highways Code of the State of California to vacate any public service easements dedicated to construct, maintain, operate, replace, remove, and renew public utilities or services (e.g., water, sanitary sewer, storm drainage)streets, or parts thereof, within the limits of the City; and

WHEREAS, the California Government Code Section 65402 and Streets and Highways Code Section 8313 require the Council review the disposition of any property, including public service easements, by the City; and

WHEREAS, the north-south trending public utility easement to be partially vacated is an improved strip of land 60 feet in width, the north boundary of which is coincident with the north right-of-way line of East Lincoln Avenue and the south right-of-way of East South Street, a distance of ±410 feet; and

WHEREAS, it has been determined that the proposed vacation will not affect any known public utility; and

WHEREAS, in accordance with Streets and Highways Code Section 8313 and California Government Code 65402, the proposed vacation of a portion of the public service easement dedicated on the Madera Unified School District's (MUSD) George Washington Elementary School parcel located at 604 East Lincoln Avenue (Madera County Assessor's Parcel Number [APN] 004-030-008) was submitted to and reported upon by the Planning Commission of the City of Madera (Commission); and

WHEREAS, on June 13, 2023, the Commission adopted Resolution No. 1960 determining the proposed vacation of a portion of the public service easement between East Lincoln Avenue and East South Street was in conformance with the City of Madera General Plan; and

WHEREAS, the City Clerk did cause to be published notices of the public hearing, and did cause to be posted notices of vacation along the line of the subject public right-of-way, as required by the statute; and

WHEREAS, Council held a duly noticed public hearing as required by the statute, and has considered all evidence submitted concerning the portion of the public service easement

between East Lincoln Avenue and East South Street the vacated area described and shown in Exhibit A, attached hereto and made part hereof; and

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

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

2. CEQA: A preliminary environmental assessment was prepared for this activity in accordance with the requirements of the California Environmental Quality Act (CEQA). The Council finds and determines that the request for a vacation is categorically exempt under CEQA Guidelines Sections 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), 15305 (Minor Alterations in Land Use Limitations) and 15314 (Minor Additions to Schools) as the project would not result in any change in land use or density, the addition of any future solar panels by MUSD would involve a negligible expansion of existing school uses already located on the site and would constitute new and small equipment and accessory structures for the site, the vacation and construction of solar panels would not increase student capacity by more than 25 percent or 10 classrooms, and the portion of the public service easement proposed to be vacated and used for solar panels is not being used for public utilities. Further, none of the exceptions under Section 15300.2 of the CEQA Guidelines are applicable to this project.

3. Public Service Easement: The City Council hereby determines that the public service easement vacation of the eastern and western 20 feet of a developed portion of the George Washington Elementary School site located between East Lincoln Avenue and East South Street by the City of Madera meets the requirements of Street and Highway Code Section 8300 *et seq*.

4. The City Council hereby orders the vacation of portion of George Washington Elementary School public service easement described and shown in Exhibits 'A' and 'B' attached to this resolution and incorporated by reference.

5. The Council authorizes and directs the City Clerk to cause this Resolution of Vacation to be recorded with the Clerk/Recorder of the County of Madera.

6. Effective Date: This resolution is effective immediately upon adoption.

EXHIBIT A
GEORGE WASHINGTON ELEMENTARY SCHOOL PUBLIC SERVICE EASEMENT
VACATION LEGAL DESCRIPTION

EXHIBIT A

PARTIAL SUMMARY VACATION OF PUBLIC SERVICE EASEMENT

RESERVED PER BOOK 471 OF OFFICIAL RECORDS, PAGE 272, MADERA COUNTY RECORDS

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BEING THE EASTERLY AND WESTERLY 20 FEET OF THAT PORTION OF NEBRASKA AVENUE, 60 FEET TOTAL WIDTH, EXTENDING FROM THE NORTH LINE OF SOUTH STREET TO THE SOUTH LINE OF LINCOLN AVENUE, AS SAID STREETS ARE SHOWN AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED "AMENDED PLAT OF DWORACK'S ADDITION TO THE TOWN OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MADERA IN VOLUME 1 OF MAPS, AT PAGE 1.

3/14/2023

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PROJECT NUMBER:	CA-20-0342
SHEET NO.:	1 OF 1

EXHIBIT B
GEORGE WASHINGTON ELEMENTARY SCHOOL PUBLIC SERVICE EASEMENT
MAP

EXHIBIT B

NOTES:

1) LOTS SHOWN ARE PER THE AMENDED MAP OF DWORACK'S ADDITION TO THE TOWN OF MADERA, FILED IN THE OFFICE OF THE COUNTY RECORDER ON SEPTEMBER 30, 1893, IN VOLUME 1, OF MAPS, PAGE 1, MADERA COUNTY RECORDS.

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LICENSED LAND SURVEYOR
NATHANIEL D. SELLERS
L.S. 8848
STATE OF CALIFORNIA

3/14/2023

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SAN FRANCISCO, CA 94104
(855) 204-5083
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PROJECT NUMBER:	CA 20-0342
SCALE:	1" = 80'
SHEET NO.:	1 OF 1

REPORT TO CITY COUNCIL

Approved by:
Michael Lima
Michael Lima, Director of Financial Services
Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023
Agenda Number: D-1

SUBJECT:

Procurement of Fixed Route Amenities utilizing the remaining Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA)

RECOMMENDATION:

Adopt a resolution Approving the Purchase of Bus Shelters from Duo Guard in the amount of $108,967.12 and Solar Lighting in the amount of $163,455.93 from Tolar Manufacturing with PTMISEA Funds and Senate Bill (SB) 1 Funds

SUMMARY:

The Public Transportation, Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created in 2006 with the passage of Proposition 1B. The City received $2.2 million in PTMISEA funds, which were used to partially fund the construction of the Madera Transit Center. Upon completion of that project, there are $205,748 of PTMISEA funds that are unexpended. Even though the original deadline for spending these monies was June 30, 2023, the State has given agencies an extension until July 24, 2023 to encumber the funds. To take advantage of this new deadline, staff is recommending that Council approve the expenditure of $108,967.12 on three bus shelters and $163,455.93 on lighting for bus stops. Staff has obtained prices for these items by utilizing a combination of sole source and piggyback agreements. The difference between the total price of the items being purchased and the remaining PTMISEA money will be covered with SB 1 funds.

DISCUSSION:

The PTMISEA was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Of the nearly $20 billion available to Transportation, $3.6 billion was allocated to PTMISEA to be available to transit operators over 10 years. PTMISEA funds may be used for the following:

- Transit rehabilitation
- Safety or modernization improvements
- Capital service enhancements or expansions
- New capital projects
- Bus rapid transit improvements, or
- Rolling stock (buses and rail cars) procurement, rehabilitation, or replacement.

The City received $2.2 million of PTMISEA Funds from the final appropriation of these funds made in the Fiscal Year 2014-15 State Budget. Combined with $3.2 million of Federal Funds, these funds were used to construct Madera Transit Center. As part of the PTMISEA Grant Project Allocation Request, all funds were appropriated for the construction of the Madera Transit Center. In 2019, approval of the Budget Act allowed agencies to re-appropriate the remaining balances of PTMISEA funds into other eligible projects.

Council adopted Resolution No. 23-48 approving the submission of a Corrective Action Plan (CAP) to the Department of Transportation (DOT) authorizing the use of the remaining $836,556 of PTMISEA Funds for other eligible Capital Projects within the City Transit and Fleet Maintenance Section. The CAP allocated $529,265 to Preventative Maintenance Equipment and Fixed Route Amenities. It was stipulated that all remaining PTMISEA funds were to be encumbered and liquidated by June 30, 2023. As of June 30, 2023, the unexpended amount of PTMISEA funds is $205,748. However, the Branch Chief of the PTMISEA program granted additional time to encumber the funds in July 2023. All remaining PTMISEA funds must be encumbered or liquidated by July 24, 2023. As of June 30, 2023, there were still $205,748 of PTMISEA funds to be expended or encumbered. Staff is seeking Council approval to expend the remaining PTMISEA balance for bus shelters and solar lighting.

The City has purchased recent shelters from Duo-Guard. Therefore, to minimize cost and time maintain uniformity with existing shelters, staff is proposing the sole source procurement of the bus shelters. Staff received a quote from Duo-Guard Industries in the amount of $108,967.12. Staff requested approval to order via a piggyback of a CalAct (California Association for Coordinated Transportation) contract to procure the solar lighting. The CalAct contract meets the cooperative purchasing program requirements stipulated in Ordinance No. 996 C.S Section 2-407 *Exceptions: Cooperative Purchasing Agreements and Piggyback*. Staff obtained a quote from Tolar Manufacturing in the amount of $163,455.93.

Table 2 summarizes the proposed expenditures and costs.

Table 2: *Proposed PTMISEA expenditures and costs*			
Proposed Expense	Quantity	Unit Cost	Total Cost
Shelter Solar Lighting	38	$1,440	$54,720
Pole Mounted Solar Lighting	37	$2,510	$92,870
CalAct Procurement Fee			$3,689.75
CA Sales Tax			$12,176.18
Total Solar Lighting Cost			*$163,455.93*
13ft – Transit Shelter	2	$26,258	$52,516
9ft – Transit Shelter	1	$19,973	$19,973
CA Sales Tax			$7,628.12
Total Bus Shelter Cost			*$108,967.12*
Total			**$272,423.05**

The PTMISEA balance of $205,748 together with $66,675.05 in SB 1 funds will be utilized to procure the bus shelters and solar lighting.

FINANCIAL IMPACT:

Transit services, expenditures, and personnel time are expended through Local Transportation Funds and other Transit-related budgets, which are grant funded. The proposed action will have no financial impact on the General Fund.

ALTERNATIVES:

As an alternative, Council may:

1. Decline the recommendation and direct staff to consider other possible uses for the remaining PTMISEA Funds.
2. Decline the recommendation and direct staff to return the unspent PTMISEA funds to the State.

ATTACHMENTS:

1. Attachment A – Resolution
2. Attachment B – Duo Guard Bus Shelter Quote
3. Attachment C – Tolar Manufacturing Solar Lighting Quote
4. Attachment D – CalAct – Assignment to Purchase Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE PURCHASE OF BUS SHELTERS FROM DUO GUARD AND PURCHASE OF SOLAR LIGHTING FROM TOLAR MANUFACTURING WITH PTMISEA FUNDS AND SB 1 FUNDS

WHEREAS, the Department of Transportation (DOT) Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) was created by Proposition 1B; and

WHEREAS, $3.6 billion was allocated to PTMISEA to be available to transit operators over 10 years; and

WHEREAS, PTMISEA funds may be used for transit rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, vehicle procurements, rehabilitation, or replacement; and

WHEREAS, the City was awarded $2.2 million to assist with the construction of the Madera Transit Center; and

WHEREAS, the City had a balance of $839,556 PTMISEA Funds after the completion of the Madera Transit Center; and

WHEREAS, the City has submitted a Corrective Action Plan (CAP) for the re-appropriation of $788,703 for other eligible capital projects within the City Transit and Fleet Maintenance Department; and

WHEREAS, the City retained $80,000 of the initially appropriated amount for continued Facility Improvements to the Madera Transit Center; and

WHEREAS, Council approved an amendment that allowed staff to request authority from the Department of Transportation to use the remaining funds for other eligible capital projects within the City Transit and Fleet Maintenance Section; and

WHEREAS, there is a remaining PTMISEA balance of $205,408 of PTMISEA funds that must be encumbered or liquidated by July 24, 2023; and

WHEREAS, staff is seeking Council approval to procure three bus shelters from Duo Guard in the amount of $108,967.12 and shelter and pole solar lighting from Tolar Manufacturing in the amount of $163,455.93 funded with the remaining PTMISEA balance and $66,675.05 of SB 1 funds.

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

1. The above recitals are true and correct.

2. Council approves the procurement of three bus shelters from Duo Guard for $108,967.12 and shelter and pole solar lighting from Tolar Manufacturing for $163,455.93.

3. This resolution is effective immediately upon adoption.

****

Duo-Gard Industries

40442 Koppernick Road, Canton, MI 48187
Ph: 734-207-9700, Fax: 734-207-7995

QUOTATION

Number: 44894 Date: 6/14/2023

Preparer: Sean McKnight

Name: Jennifer Stickman

Company: City of Madera

Address: 1030 South Gateway Drive

City: Madera

State: CA Zip: 93637

Telephone: 559-661-5463

Fax:

Shelter Style:	Transit Shelter	Shelter Size:	Width:	Length:	
Roof Style:	Standing Seam - Spanish Tile	Door Style:	No Door	# of Doors:	0

	Quantity	PER	Unit Price	Cost
Walls, Roof		S.F.		$19,973.00
	0.00	S.F.		
	0.00	S.F.		

OPTIONS

Anti-Graffiti Coating Steel Frame & Roof Underside	1	EA.		
Standing Seam Roof w/Simulated Spanish Tile				
Kynar Finish on Roof - Terracotta				
Powercoat Steel Frame - Campfire Coffee 63RD				
Stamped Engineered Drawings and calcs- CA				
4' bench - 8017 plus city of madera logo	1	EA.		
5' x 9' - City of Madera style shelter	1	EA.	$19,973.00	$19,973.00
5' x 13' - City of Madera style shelter	2	EA.	$26,258.00	$52,516.00
* Shipping is based on (1) flat bed truck shipment				

Sub Total:	$92,462.00
Packaging, Handling, and Delivery (F.O.B. Destination):	$8,877.00
Number of Units:	1
Sub Total:	$101,339.00
Sales Tax:	
Duo-Gard Installation Services:	
8.25% CA Sales / usage taxes (materials & engineering)	$7,628.12
Grand Total:	$108,967.12

Transit shelter with steel framing and standing seam roof with simulated spanish tile. Concrete, permits and unloading are not included in this price.

Lead time is to be determined at time of order. Currently 3 weeks for submittal drawings and a 20-24 week lead time from order. Liquidated damages will not be accepted with order.

PRICES SUBJECT TO CHANGE IF NOT ACCEPTED WITHIN 30 DAYS

There will be a MINIMUM 20% charge for all cancelled orders - 50% Deposit Required
Note: A forklift and loading dock are required for unloading. Fork extensions *could* be needed.
Contact us if this needs to be revisited to accommodate your needs

TOLAR MANUFACTURING

258 Mariah Circle
Corona, CA 92879
(951) 808-0081
www.tolarmfg.com
info@tolarmfg.com

Quote No:	22175PM
Date:	06/08/23
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
David Huff Program Manager-Transit City of Madera 205 West 4th Street Madera, CA 93637	CALACT MBTA 21-01

Lead Time:	14 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	38	20w PV Stop+ with single LED, DTD, metal housing powder coat finish is a color selected from the standard RAL color chart-does not include pole	$ 1,440.00	$ 54,720.00
2	37	RMS100 with 8 watt strip, three high temperature batteries (substitute from standard batteries), mounting kit (Unpriced option-with an adjustment for RMS100 vs RMS80F at $ 1,650.00 additional batteries (hi-temp) metal housing powder coat finish is a color selected from the standard RAL color chart $ 860	$ 2,510.00	$ 92,870.00

QUOTE APPROVED FOR PURCHASE:	
Signature:	
Print Name:	
Date:	
PO No:	

Sub-Total:		$ 147,590.00
CalACT/MBTA Freight Zone		1
FREIGHT INCLUDED:		$ -
CalACT/MBTA Procurement Fee (2.5%)		$ 3,689.75
CA State Sales Tax	8.25%	$ 12,176.18
Total:		$ 163,455.93

Pricing Notes:

2. If requested, structural engineering calculations from CA licensed engineer are provided at no additional cost.

3. Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.

4. Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.

5. Client provides unloading at destination, including forklift and labor as necessary.

6. Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

1. Drawings and Specifications: All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.

2. Vendor Status: Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.

3. Payment Terms: Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.

4. Late Payment Penalty: Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.

5. Cancellation: If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.

Initials: _____

TOLAR MANUFACTURING

258 Mariah Circle
Corona, CA 92879
(951) 808-0081
www.tolarmfg.com
info@tolarmfg.com

Quote No:	22175PM
Date:	06/08/23
Quote Expires:	30 Days
Sales Contact:	Patrick Merrick
Phone:	951-547-8209
Email:	pmerrick@tolarmfg.com

Customer:	Project:
David Huff Program Manager-Transit City of Madera 205 West 4th Street Madera, CA 93637	CALACT MBTA 21-01

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Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:

6. Delivery, Title and Receipt: Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.

7. Delivery Charges: Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.

8. Delivery Dates: Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.

9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.

10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.

11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.

12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.

13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.

15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.

Initials: _____

CALACT CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION

Assignment to Purchase Agreement

The California Association for Coordinated Transportation, "Assignor", hereby assigns the City of Madera "Assignee", thirty- eight (38) options to purchase 20w PV Stop + with LED bus stop lighting and batteries per Quote #22175PM from Assignor's Contract No. 21-01 with the TOLAR Manufacturing Company.

Such ability to purchase commenced, per terms of Contract, on June 19, 2023, and may be exercised at any time on or before October 5, 2024.

With respect to the PV Stop Lighting and batteries assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify, and hold Assignor harmless from any liability or obligation in the legality or enforcement of the terms of said Contract or option to purchase there under. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced assignment to purchase under the Contract to Assignee.

Please be advised that assignment of said PV Stops and related equipment does not constitute a recommendation or endorsement of this product by the Cooperative. The City of Madera, as the purchaser, is responsible for its choice of PV Stops and is responsible for inspection, acceptance, and enforcement of any contract provisions.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligations, or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the PV Stops or any rights whatsoever assigned hereunder. Date: June 19, 2023.

Daniel Mundy

CALACT
Deputy Executive Director

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: D-2

SUBJECT:

Contract Award for the Alley Paving at Various Locations Project

RECOMMENDATION:

Adopt a Resolution approving the contract award for the Alley Paving at Various Locations Project, Federal Project No.'s CML 5157(128), City Project No. ALY-01 and CML 5157(122), City Project No. ALY-03 in the amount of $880,791 for the Base Bid plus Bid Schedule A Add Alternate to Witbro, Inc. dba Seal Rite Paving & Grading

SUMMARY:

On June 20, 2023, the City received two bids for the Alley Paving Various Locations Project (Project). The Project combines two Capital Improvement Plan (CIP) projects ALY-01 and ALY-03, funded primarily with Congestion Mitigation and Air Quality (CMAQ) funds.

Witbro, Inc. dba Seal Rite Paving & Grading, submitted the lowest, responsive bid. The Fiscal Year (FY) 2022/23 Capital Projects Budget includes funding for both projects. Additional funds needed to meet the recommended contract award amount will be added to the project as part of the FY 2023/24 Budget.

BACKGROUND:

In FY 2019/20, the City completed the first Alley Paving project utilizing $720,000 of federal Congestion Mitigation and Air Quality (CMAQ) funds to meet San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements. That project was identified in the Capital Improvement Program (CIP) as ALY-0002.

The City also received another grant of $150,000 in CMAQ funds for a project to pave unpaved alleys, specifically Torres Way. This project is programmed in the CIP as ALY-0001 (ALY-01). The

City received a third CMAQ grant for alley paving of $610,000 for City Project ALY-0003 (ALY-03). The intent of the projects is to pave as many alleys as possible within the funding.

CMAQ funding for future alley paving projects is uncertain at this time. Unfortunately, traditional transportation funding sources such as Gas Tax and Local Transportation Funds may not be used to pave unpaved alleys. That is why there is such a backlog of unpaved alleys. The Environmental Enhancement Funds made available through Measure T have supplied the local match and any additional funds needed for these projects.

DISCUSSION:

The selection of alleys to include in these projects was made from a citywide master list of unpaved alleys. The selection criteria were based on the following:

- Heavy traffic use
- Existing condition (i.e., poor condition)
- Available funding

In collaboration with Public Works, 16 alleys were selected. City Project ALY-01 included 3 locations and one alternate location. City Project ALY-03 included 11 locations and one alternate location. See attached project map.

The general scope of work for all alleys includes permanent asphalt concrete (AC) pavement, valley gutter, grading, transitions at vehicle access points, and alley approaches where needed. To mitigate dust emissions on as many alleys as possible within the funds available, a minimum width of 14 feet of permanent surface is to be constructed versus the City Standard of 20 feet.

On May 17, 2023, the City released the projects for public bidding on the PlanetBids web portal. Also, a “Notice Inviting Bids” was duly published in the Madera Tribune Newspaper on May 17th and May 24th of 2023. Eighteen firms downloaded the plans and specifications from PlanetBids. Additionally, the City staff contacted eight firms in the area directly by telephone.

On June 20, 2023, two bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. Due to the federal funding, the project included a goal of at least 22 percent participation in the contract by Disadvantaged Business Enterprises (DBE). If the goal is not met, the bidder is to provide a Good Faith Effort demonstrating their efforts to maximize opportunities for DBE participation. Both bidders met that requirement.

To determine the low bidder, bids were compared based on the Total Base Bid (Base Bid Schedule A (ALY-01) plus Base Bid Schedule B (ALY-03)). The bids received are summarized by Total Base Bid in Table 1.

Table 1: *Bid Overview*	
Bidder	*Total Base Bid*
1. Witbro, Inc. dba Seal Rite Paving & Grading	$787,214.00
2. Asphalt Design by Juan Gomez	$1,201,772.00
Engineer's Opinion of Cost	*$849,145.00*

Witbro Inc. dba Seal Rite submitted the lowest, responsive, and responsible bid that meets the contract requirements; they have committed to 20.7 percent DBE participation.

Some items worth highlighting:

- The bid documents state that the ultimate scope of the project, as subsequently determined by the Engineer and dependent on the budget/funds available, may or may not include all or any of the additive bids.
- The total base bid exceeds the funds currently programmed for the project in FY 2022/23.
- Funds will be added to the project budget as part of the FY 2023/24 Budget.
- There are no additional CMAQ funds available to be added to the project.
- Only Measure T Environmental Enhancement Funds can be added to the project. There are insufficient Measure T Environmental Enhancement in the fund balance and projected FY 2023/24 revenues to fund both Add Alternates.
- There are enough funds for the Add Alternate for Bid Schedule A (ALY-01).

The complete bid by Witbro Inc. dba Seal Rite and recommendation for contract award is identified in Table 2.

Table 2: *Recommended Bid Award*			
Base Bid	*Bid Proposal*	*Notes*	*Recommended Contract Award*
Schedule A (ALY-01)	$208,583		$208,583
Schedule A Add Alternate 1	$93,577		$93,577
Schedule B (ALY-03)	$578,611		$578,611
Schedule B Add Alternate 1	$168,664	not recommended due to lack of funds	$0
Total:	**$1,049,435**		**$880,771**

FINANCIAL IMPACT:

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

The recommended budget for the construction phase of the project is $1,056,925, including construction contract, contingencies, administration, testing, and inspection. Funding for

projects ALY-01 and ALY-03 was programmed in the FY 2022/23 Capital Projects Budget with CMAQ funds (Account 41705070) and Measure T Environmental Enhancement (Account 41570000). Additional funding from the Measure T Environmental Enhancement funds is included in the Draft FY 2023/24 CIP. As the City is currently operating under a continuing budget resolution, these funds will be appropriated with the adoption of the FY 2023/24 Budget. Table 3 outlines the current and proposed project budget.

Table 3*: Project Budget*	
Projected Costs	
Remaining Design, Bidding, and Advertising Costs	$17,400.00
Construction Contract – pending approval	$880,771.00
Contingencies, 10% of Contract Amount	$88,077.10
Construction Engineering, Inspection, and Testing	$88,077.10
Total Costs	**$1,074,325.20**
Funds Programmed in FY 22/23 CIP Budget to be carried over	
ALY-01	$199,400.00
ALY-03	$610,000.00
Funds to be added with FY 2023/24 Capital Projects Budget	
ALY-01	$180,000.00
ALY-03	$85,000.00
Total Funds	**$1,074,400.00**

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would result in delays in the alley paving project.

ATTACHMENTS:

1. Resolution approving Contract
    a. Exhibit A - Contract
2. Project Map

Attachment 1

Resolution

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE ALLEY PAVING VARIOUS LOCATIONS FEDERAL PROJECTS CML 5157(128) AND CML 5157(122) CITY PROJECT ALY-01 AND ALY-03 IN THE AMOUNT OF $880,791.00 FOR THE BASE BID PLUS BID SCHEDULE A ADD ALTERNATE #1 AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on May 17, 2023, the City of Madera (City) Engineering Department advertised a solicitation for construction bids for the Alley Paving Various Locations, Federal Projects CML 5157(128), City Project No. ALY-01 and CML 5157(122), City Project No. ALY-03 hereinafter referred to as "the Project"; and

WHEREAS, two sealed bids were received on June 20, 2023, and opened by the City Engineer; and

WHEREAS, Witbro, Inc. dba Seal Rite Paving & Grading was selected as the lowest responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2022/23 under CIP Projects ALY-01 and ALY-03; and

WHEREAS, additional funds will be appropriated to the Project as part of the FY 2023/24 Capital Projects Budget.

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 Council from the Engineering Department.

3. The City finds that Witbro, Inc. dba Seal Rite Paving & Grading is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $ 880,791.00 for the Base Bid plus Bid Schedule A Add Alternate to Witbro, Inc. dba Seal Rite Paving & Grading, a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 19th day of July, 2023, between the City of Madera, hereinafter called "**OWNER",** and **Witbro Inc., dba Seal Rite Paving & Grading**, doing business as 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 **"Alley Paving Various Locations Federal Projects CML-5157(128) AND 5157(122) City Project Aly-01 and Aly-03"**

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 **$880,791.00**, 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 **"**Alley Paving Various Locations Federal Projects CML-5157(128) AND 5157(122) City Project Aly-01 and Aly-03" dated May 2023, including:

Addendum No. 1, dated June 1, 2023
Addendum No. 2, dated June 12, 2023

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 Five Hundred Dollars ($3,500)** 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 39-40 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Witbro Inc., dba Seal Rite Paving & Grading**. 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, **Witbro Inc., dba Seal Rite Paving & Grading** 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 **Witbro Inc., dba Seal Rite Paving & Grading**;
2. A failure by **Witbro Inc., dba Seal Rite Paving & Grading** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Witbro Inc., dba Seal Rite Paving & Grading** to City.

In no event shall any payment by City or acceptance by **Witbro Inc., dba Seal Rite Paving & Grading** 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 **Witbro Inc., dba Seal Rite Paving & Grading** the repayment to City of any funds disbursed to **Witbro Inc., dba Seal Rite Paving & Grading** 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 93637

To the Contractor **Witbro Inc., dba Seal Rite Paving & Grading**

Notices. All notices and communications from the **Witbro Inc., dba Seal Rite Paving & Grading** 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 **Witbro Inc., dba Seal Rite Paving & Grading** 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 **Witbro Inc., dba Seal Rite Paving & Grading** 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 **Witbro Inc., dba Seal Rite Paving & Grading** in connection to the Project and correctly sets forth the obligations of the City and **Witbro Inc., dba Seal Rite Paving & Grading** 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 **Witbro Inc., dba Seal Rite Paving & Grading** 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 TWO 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

BY: **Witbro Inc., dba Seal Rite Paving & Grading**
Herein Called CONTRACTOR

BY: _____
Brooke Ashjian, CEO

_____
Federal Tax I.D. No.

California Class A, 805585
Contractor License Number

_____
DIR Registration Number

Attachment A) **General Wage Decision No. CA20220018**

Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

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 _____,YYYY 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 A

General Wage Determination
No. CA20220018 Modification Number 11
dated 06/09/2023

"General Decision Number: CA20230018 06/09/2023

Superseded General Decision Number: CA20220018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/10/2023
4	02/24/2023
5	03/03/2023
6	03/10/2023
7	03/17/2023
8	03/31/2023
9	04/07/2023
10	04/14/2023
11	04/21/2023
12	06/02/2023
13	06/09/2023

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 02/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 33.86	17.54
Area 2	$ 30.90	17.67

Area 3	$ 29.89	16.80
Tile Layer		
Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40
Area 3	$ 45.76	19.92

CARP0022-001 07/01/2021

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 52.80 30.82
Journeyman Carpenter.....$ 52.65 30.82
Millwright.....$ 52.75 32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2021

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 12/01/2021

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.43	3%+23.15
Technician	$ 55.69	3%+23.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control

function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 84.50	3%+40.315

ELEC0100-002 03/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.50	27.655

ELEC0100-005 12/01/2022

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 38.24	23.80
Technician	$ 47.80	24.08

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/26/2022

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 60.91	29.43
Zone B	$ 67.00	29.61

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 92.20	42.316
ELECTRICIAN	$ 80.17	41.955

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2022

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.435
Technician	$ 58.86	25.666

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2021

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 72.80	3%+39.94
ELECTRICIAN	$ 63.30	3%+39.94

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 53.34	7.75%+25.88
ELECTRICIAN		
(1) Tunnel work	$ 46.67	7.75%+25.88
(2) All other work	$ 44.45	7.75%+25.88

ELEC0595-006 12/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+23.90
Technician	$ 58.86	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+23.90
Technician	$ 47.01	3%+23.90

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 12/01/2022

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	25.44
Technician	$ 58.86	25.67

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes

Communications System
Installer.....$ 38.24 23.80
Technician.....$ 43.98 23.97

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2021

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 53.92	31.54
GROUP 2	$ 52.39	31.54
GROUP 3	$ 50.91	31.54
GROUP 4	$ 49.53	31.54
GROUP 5	$ 48.26	31.54
GROUP 6	$ 46.94	31.54
GROUP 7	$ 45.80	31.54
GROUP 8	$ 44.66	31.54
GROUP 8-A	$ 42.45	31.54
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15

Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 47.52	31.15
GROUP 1-A	$ 49.99	31.15
GROUP 2	$ 46.26	31.15
GROUP 3	$ 44.93	31.15
GROUP 4	$ 43.79	31.15
GROUP 5	$ 42.65	31.15
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade

checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and

supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu.

yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 55.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 50.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 49.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 45.77	35.46
AREA 2:		
(1) Leverman	$ 57.15	35.46
(2) Dredge Dozer; Heavy duty repairman	$ 52.19	35.46
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.07	35.46
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 47.77	35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing		

and Structural.....$ 49.88 34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2023

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 41.28	25.66
Ornamental, Reinforcing and Structural	$ 50.38	34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2023

REMAINING COUNTIES

	Rates	Fringes

IRONWORKER
Fence Erector.....$ 41.28 25.66
Ornamental, Reinforcing and Structural.....$ 46.20 34.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 03/04/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 35.25	27.09
Area 2	$ 34.25	27.09

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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* LABO0073-002 06/27/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 35.01	25.49
Traffic Control Person I	$ 35.31	25.49

Traffic Control Person II	$ 32.81	25.49

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2022

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0073-005 07/01/2021

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS)
Construction Specialist
Group.....$ 30.49 23.20
GROUP 1.....$ 29.79 23.20
GROUP 1-a.....$ 30.01 23.20
GROUP 1-c.....$ 29.84 23.20
GROUP 1-e.....$ 30.34 23.20
GROUP 1-f.....$ 30.37 23.20
GROUP 2.....$ 29.64 23.20
GROUP 3.....$ 29.54 23.20
GROUP 4.....$ 23.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty
Period.....$ 23.23 23.20
LABORER (GUNITE)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31
LABORER (WRECKING)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/28/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 07/01/2021

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA A:)

Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20

LABORER (WRECKING - AREA A:)

GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 36.05	27.12

FOOTNOTES: Underground work such as sewers, manholes, catch

basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2022

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/28/2021

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 34.48	26.21
Area B	$ 33.48	26.21
Traffic Control Person I		
Area A	$ 34.78	26.21
Area B	$ 33.78	26.21
Traffic Control Person II		
Area A	$ 32.28	26.21
Area B	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 07/01/2021

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2022

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2022

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.23	29.59

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2022

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 35.29	25.21

LABO0294-002 06/28/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 33.48	26.21
Traffic Control Person I....	$ 33.78	26.21
Traffic Control Person II...	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes

Tunnel and Shaft Laborers:

GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31

GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2022

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/28/2021

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 07/01/2021

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20

GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty
Period.....$ 24.23 23.20
LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2022

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes

Plasterer tender.....$ 40.48 30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/28/2021

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar

type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2022

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 36.05	27.12

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 40.48	30.23

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/28/2021

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83

GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2022

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.29	25.21

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20

LABORER (GUNITE - AREA B:)

GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller;

Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2022

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2022

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2023

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes

Painters:.....$ 47.42 27.28

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2023

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 57.16	30.24
AREA 2	$ 53.03	28.84

PAIN0016-012 01/01/2023

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0016-015 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 38.23	22.05

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 51.04	27.28

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2023

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 55.77	32.45

PAIN0294-004 01/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 32.99	21.30
Drywall Finisher/Taper	$ 47.11	28.99

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2023

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2023

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 82.00	48.18

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 01/01/2023

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	39.35

PLUM0159-001 07/01/2022

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 56.93	41.04
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2023

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 46.95	38.59

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of

concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2022

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 72.00	45.70
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 72.00	45.70

PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.75	35.14

PLUM0467-001 07/01/2021

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 73.10	38.61

ROOF0027-002 01/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 41.31	15.31

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2022

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 49.83	21.14

ROOF0081-001 08/01/2022

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 50.27	20.66

ROOF0081-004 08/01/2022

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 43.13	19.71

ROOF0095-002 08/01/2022

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 55.16	20.82
Journeyman	$ 51.16	20.82
Kettle person (2 kettles)	$ 53.16	20.82

SFCA0483-001 01/01/2023

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 72.59	36.95

SFCA0669-011 04/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE

COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.25

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive

the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Attachment B
Form FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 30 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

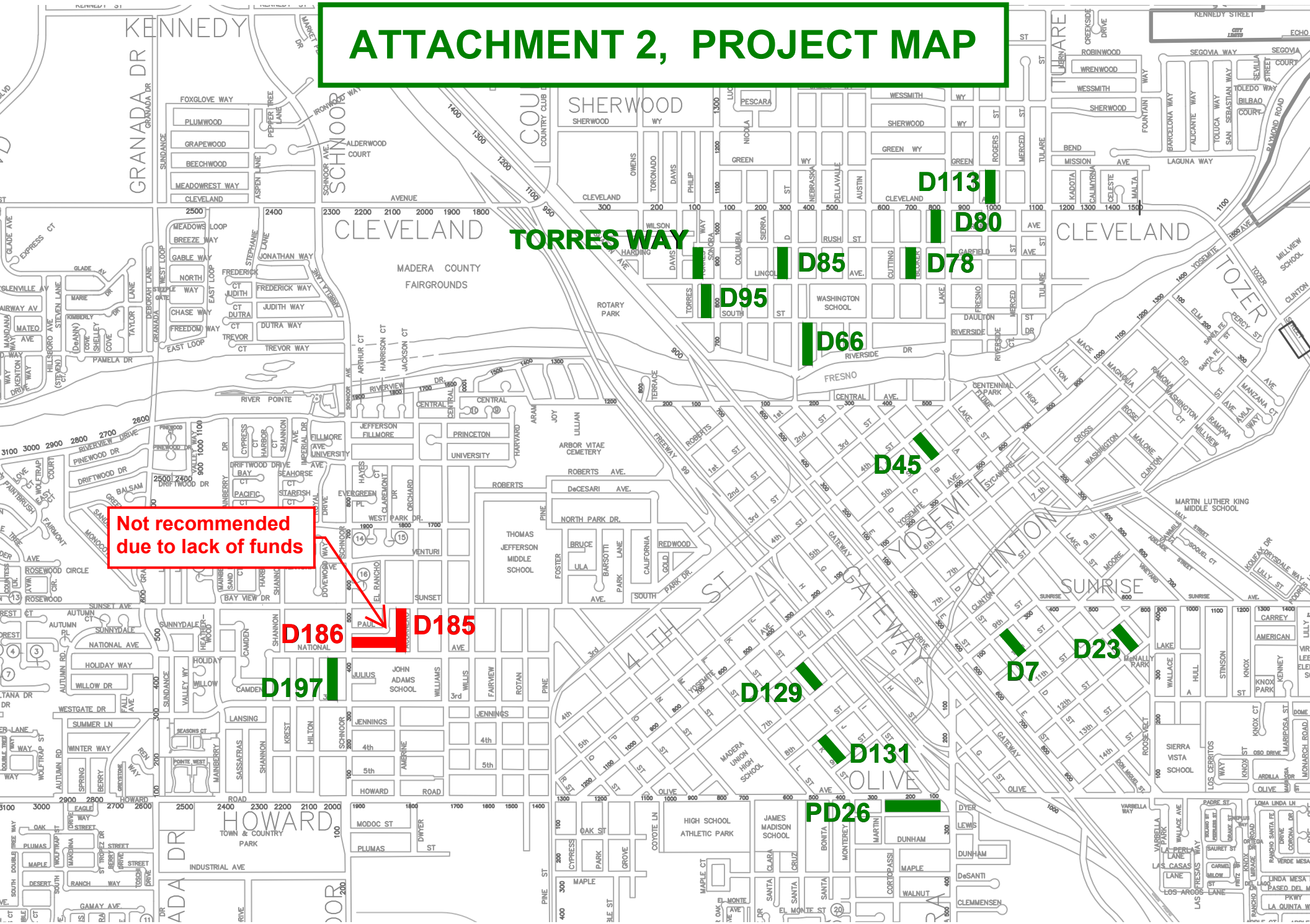
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment 2

Project Map

ATTACHMENT 2, PROJECT MAP



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Hilda Cantu Montoy, City Attorney

Council Meeting of: July 19, 2023

Agenda Number: D-3

SUBJECT:

Consider Ordinance Relating to City Council and Resolutions Relating to Council Protocols Guidebook and Council Meeting Rules of Procedure

RECOMMENDATION:

1. Waive full reading and introduce Ordinance Adopting New Chapter 1 of Title II of the Madera Municipal Code Relating to City Council and repeal of current Chapter 1 of Title II.

2. Adopt Resolution Approving City Council Protocols Guidebook

3. Adopt Resolution Approving Rules Of Procedure for Conducting City Council Meetings

SUMMARY:

At the meeting of June 21, 2023, the City Manager and City Attorney introduced the concept of a Council Protocols Guidebook ('Guidebook') to address the Council's request for policies and procedures associated with the Council. The various subject matter would be covered in individual chapters of the Guidebook. The Council authorized moving forward with the Guidebook. The Guidebook will serve as a guide for Council, staff, and members of the public to have a common understanding of the City's policies and procedures relating to Council matters.

At this meeting, Council is asked to consider adoption of a resolution approving a City Council Protocols Guidebook and a resolution adopting rules of procedure for meetings which will be included as Chapter 2 of the Guidebook. Chapter 1 of the Guidebook will include the previously approved Code of Conduct.

The remaining chapters in the Guidebook will be submitted for Council consideration and approval by resolution at subsequent meetings. It should be noted that some chapters may overlap. For example, City support for an event may include the use of a City facility. Thus, it will be important that the Guidebook be internally consistent to minimize potential confusion.

The adoption of Council Meeting Rules of Procedure will necessitate updating Chapter 1 of Title II of the Municipal Code.

DISCUSSION:

A. Resolution adopting the Guidebook

The following chapters are included in the Guidebook; however, Council may add other chapters and may change the order of the chapters as deemed appropriate.

1. Code of Conduct (previously approved by City Council)
2. Rules for Conducting City Council Meetings (this chapter is being considered for adoption at this meeting)
3. City Council Expenses and Reimbursement Policy (current policy needs to be updated)
4. Ceremonial Documents including Proclamations and Certificates (the City Manager will seek direction on this chapter following this agenda item)
5. Use of City Facilities
6. Council Support/Sponsorship
    a. Including Use of City Logo on promotional material
7. Flag Raising

Chapter 1 is the Council Code of Conduct. Chapter 2, the Rules for Conducting City Council Meetings, will be considered for adoption by separate resolution at this meeting. The chapters not yet completed will be presented to Council for adoption by resolution and inclusion in the Guidebook.

B. Resolution Adopting Chapter 2: The Council Meeting Rules and Procedures

The Council Meeting Rules and Procedures ('Council Meeting Rules') is by far the most detailed of the chapters in the proposed Guidebook. We have endeavored to provide detailed information to aid the Council in conducting their meetings as well as to provide members of the public with the procedures and reasons for such procedures (e.g., the Brown Act). The Meeting Rules are written in a manner to guide Council Members in their actions.

C. Ordinance for Introduction.

Much of the subject matter in proposed Chapter 2 of the Guidebook is contained in Title II, Chapter 1 of the Municipal Code. The proposed ordinance will repeal many provisions

that have been repealed as they are covered by the proposed Meeting Rules and there is no need to have them in ordinance form. Retained text has been updated to conform to the proposed Rules and applicable laws.

The first reading (introduction) is presented to Council at this meeting. A summary of the sections of the proposed ordinance is as follows:

§2-1.01 Council Meetings (Text regarding dates and time of regular meetings remains largely the same as in current ordinance.)

§2-1.02 Agenda (This section has been updated to conform to proposed Meeting Rules.)

§2-1.03 Quorum (This text remains the same.)

§2-1.04 Rules of Decorum at Meetings (This section has been revised significantly to meet Brown Act and other legal requirements. It is basically same text as in the Meeting Rules; however, it is necessary to have this language in ordinance form to allow for potential necessary enforcement. Chief Lawson has reviewed the language and concurs with it.)

§ 2-1.05 Council Salaries (This section remains unchanged; however based on new legislation per SB 329, you should seek guidance from the new City Attorney to determine if you wish to amend it.)

§2-1.06 Increased or Decreased salaries (Same comment as for §2-105.)

§2-1.07 Enumeration of Officers and Terms (This text remains the same.)

§2-1.08 Establishment of Council Districts (This text remains the same.)

§2-1.09 Method of election (This text remains the same.)

ATTACHMENTS:

1. Resolution Approving City Council Protocols Guidebook
2. Resolution Approving Rules Of Procedure for Conducting City Council Meetings
3. Ordinance enacting new Title II, Chapter 1

RESOLUTION NO. 23-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING CITY COUNCIL PROTOCOLS GUIDEBOOK

WHEREAS, the City Council has determined that adoption of accepted best practices for local governance in accordance with federal, state, and local laws promotes and enhances effective administration of City Council affairs; and

WHEREAS, documenting the best practices in a City Council Protocols Guidebook contributes to the orderly conduct of the City's business and is convenient and transparent for members of the public.

NOW, THEREFORE, the City Council of the City of Madera resolves as follows:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. The Council finds as follows:

A. A City Council Protocols Guidebook provides a summary of important aspects of City Council activities.
B. A City Council Protocols Guidebook guides Council Members in their actions and aids members of the public in understanding City Council Protocols.
C. Adoption of a Council Protocols Guidebook is in the best interest of the City and its residents.

SECTION 3. The Council hereby adopts the "City of Madera City Council Protocols Guidebook" (hereafter "Council Protocols Guidebook") as set forth in **Exhibit A** and incorporated herein by reference. Certain chapters will be considered and adopted by Council at a later date.

SECTION 4. The City Clerk is authorized to maintain the Council Protocols Guidebook. Upon adoption of a resolution approving a chapter, the City Clerk is directed to insert the chapter in the Council Protocols Guidebook and to update the Table of Contents and page numbering as necessary.

SECTION 5. The Council Protocols Guidebook may only be amended by resolution of the City Council except for specific provisions that may expressly provide otherwise.

SECTION 6. Any existing City Council rules, resolutions, and policies as well as administrative policies in conflict with the Protocols Guidebook are superseded, repealed, and deemed null and void.

SECTION 7. This resolution is effective upon adoption.

*****

EXHIBIT A

CITY COUNCIL PROTOCOLS GUIDEBOOK

CITY OF MADERA

CITY COUNCIL PROTOCOLS GUIDEBOOK

Adopted by Resolution No. _____

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INTRODUCTION

Purpose of the City Council Protocols Guidebook

The purpose of this City Council Protocols Guidebook is to assist the City Council by documenting currently accepted best practices for local governance. Through agreement of the City Council and staff to be bound by these practices, the effective administration of City Council affairs is greatly enhanced. Moreover, documenting the protocols provides members of the public with transparency. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide Council Members in their actions. It is anticipated that this Protocols Guidebook may be revised from time to time.

Overview of City Documents

This Protocols Guidebook provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of a City Council. Many other laws, policies, plans and documents exist which bind the City Council to certain courses of action and practices. A summary of some of the most notable documents that establish City Council direction is provided below.

Madera Municipal Code*:* The Municipal Code contains local laws and regulations adopted by ordinances. Title II addresses the time and place of meetings, compensation of council members and council member attendance at council meetings. It also describes the organization and appointment of boards and commissions. In addition to these administrative matters, the Municipal Code contains a variety of laws. The Municipal Code is available on the City's website at www.madera.gov.

California Government Code*:* While numerous state laws apply to California cities, it is the Government Code which contains many requirements for the operation of city government. Many of these requirements are also replicated within the Municipal Code to ensure there is broad awareness of such requirements. Madera is a "general law" city, which means it is organized in accordance with provisions of the Government Code. Also described within the Government Code is the Council-City Manager form of government. Basically, this form of government prescribes that a city council's role is to establish polices and priorities, while the role of the city manager is to oversee the operations of the city government.

CHAPTER I.

CITY COUNCIL CODE OF CONDUCT

(Council-adopted Code of Conduct to be inserted here)

CHAPTER II

RULES FOR CONDUCTING CITY COUNCIL MEETINGS

(Council-adopted Rules for Conducting City Council Meetings to be inserted here)

CHAPTER III

COUNCIL EXPENSE AND REIMBURSEMENT POLICY

(Council-adopted Expense and Reimbursement Policy to be inserted here)

CHAPTER IV

CEREMONIAL DOCUMENTS (PROCLAMATIONS AND CERTIFICATES)

(Council-adopted Ceremonial Documents Policy to be inserted here)

CHAPTER V

USE OF CITY FACILITIES

(Council-adopted Use of City Facilities Policy to be inserted here)

CHAPTER VI.

COUNCIL PARTICIPATION AND SPONSORSHIP OF SPECIAL EVENTS, INCLUDING USE OF CITY LOGO FOR PROMOTIONAL MATERIAL

(Council-adopted Participation and Sponsorship/Use of City Logo Policy to be inserted here)

CHAPTER VII.

FLAG RAISING

(Council-adopted Flag Raising Policy to be inserted here)

RESOLUTION NO. 23-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING RULES OF PROCEDURE FOR CONDUCTING CITY COUNCIL MEETINGS

WHEREAS, Government Code Section 36813 authorizes the City Council to establish rules of procedure for the conduct of City Council meetings; and

WHEREAS, the adoption of such rules of procedure contribute to the orderly conduct of the City's business and are convenient and transparent for members of the public; and

WHEREAS, the Council finds that adoption of rules of procedure is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Madera as follows:

SECTION 1. The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby adopts the "City of Madera Rules for Conducting City Council Meetings" as set forth in Exhibit A and incorporated herein by reference and referenced as 'Council Meeting Rules.

SECTION 3. The Council Meeting Rules shall be added as Chapter 2 to the City Council Protocols Guidebook.

SECTION 4. The Council Meeting Rules may only be amended by resolution of the City Council except for specific provisions that expressly provide otherwise.

SECTION 5. This resolution is effective upon adoption.

CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution No. 2023-____ Approving Updated City of Madera Rules for Conducting City Council Meetings was adopted at a regular meeting of the City Council of the City of Madera on the ____ day of _____ 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Santos Garcia, Mayor

ATTEST:

_____
Alicia Gonzales, City Clerk

EXHIBIT A

RULES FOR CONDUCTING CITY COUNCIL MEETINGS

RULES FOR CONDUCTING CITY COUNCIL MEETINGS

RULE 1. GENERAL.

A. Authority and Purpose. The Madera City Council establishes these Rules for Conducting City Council Meetings (Rules) pursuant to Government Code Section 36813. These Rules shall be in effect upon adoption by the City Council and shall remain in effect until such time as they are amended or repealed or new rules are enacted by the Council. The terms "City Council" and "Council" are used interchangeably in these Rules.

B. Applicable Laws. These Rules of Procedure are in addition to, and not in place of, applicable ordinances and statutes. In the event of a conflict between any part of these Rules and applicable ordinances and statutes, the latter shall govern. Applicable laws include but are not limited to Title II, Chapter 1 of the Madera Municipal Code and Government Code Section 54950 to 54963 (the "Brown Act"), and statutes including but not limited to provisions regarding Conflicts of Interest, public hearings, and votes required for Council action.

C. Code of Conduct. Members of the Council and staff shall abide by the City's Code of Conduct. See Chapter 1.

D. Email, Text Messages or Electronic Communications. Councilmembers shall not use email, text messages, or other electronic communication during Council Meetings to send or receive communications concerning the subject matter before City Council at the time of the communication.

RULE 2. MEETINGS.

A. Brown Act. All meetings are subject to the Brown Act. In the event these Rules are in conflict with the Brown Act, the Brown Act shall prevail. All meetings (except closed sessions authorized by the Brown Act) shall be open to the public. No member of the public shall be required, as a condition to attendance at a City Council meeting, to register his or her name, to provide other information or otherwise to fulfill any other condition precedent to his or her attendance.

B. Types of Meetings.

1. Regular Meetings. Regular meetings are meetings occurring at the dates, times, and locations set by City ordinance and this policy. Regular meetings are subject to the Brown Act's 72-hour agenda posting requirements. See Rule 4E.

2. Adjourned Meetings. Adjourned meetings are regular or special meetings that have been adjourned to a time and place specified in the order of adjournment, with no agenda required for regular meetings adjourned for less than five calendar days as long as no additional business is transacted beyond those items on the agenda. Such orders of adjournment shall be posted.

3. Special Meetings. Special meetings are meetings called by the Mayor or majority of City Councilmembers to discuss only discreet items on the agenda under the Brown Act's notice requirements for special meetings. Under the Brown Act, Special Meetings only require that members of the public be allowed to speak on items on the agenda. In other words, a general public comment period is not required at Special Meetings. Special Meetings are subject to the Brown Act's 24-hour notice.

4. Emergency Meetings. Emergency meetings may be conducted as authorized in Government Code Section 54956.5 in the event of an "emergency situation" as defined in Government Code Section 54956.5. The special meeting provisions apply except for the 24-hour written notice requirement.

C. Meeting Dates/Time/Location.

1. Regular Meetings. Per Section 2-1.01 of the Madera Municipal Code, regular meetings of the Council are held on the first and third Wednesdays of each month at 6:00 PM in the Council Chambers of City Hall. Per Section 2-1.01, when the time for a regular meeting falls on a holiday, Christmas Eve, or New Year's Eve such meeting shall be held at the same hour on the next succeeding day not a holiday unless otherwise provide by Council. Regular meetings are subject to the Brown Act's 72-hour agenda posting requirements. The Council may conduct its meetings at other locations within the City provided that the alternate location is duly noticed on the posted agenda.

2. Special Meetings. Special meetings may be held on any date and time subject to the Brown Act's 24-hour notice requirements. Special Meetings shall be held in the Council Chambers of City Hall. The Council may conduct its meetings at other locations within the City provided that the alternate location is duly noticed on the posted agenda.

D. Quorum. A majority of all the members of the Council shall constitute a quorum necessary to transact Council business. If no quorum is present, the Mayor, Mayor Pro Tem or any member of the Council shall adjourn such meeting, and if no member of the Council is present, the City Clerk shall adjourn the meeting. ***(Note: see Rule 7C for number of votes required for action items.)*** In the event a member of the Council must leave the room as required under the Political Reform Act because of a conflict of interest, that person may not be counted towards a quorum.

E. Closed Sessions. Closed sessions may be held at any regular or special meeting for any purpose authorized under the Brown Act. Council actions shall be governed by the Brown Act. Public comments on any item to be heard in closed session shall be received prior to a closed session. No discussions in closed session shall take place without a quorum present.

When required by state law, actions taken in closed session shall be announced in open session promptly after the closed session. A place may be listed on the agenda for such announcements. After closed sessions, the Council will reconvene in open session and the City Attorney shall make any such required announcements prior to final adjournment of the meeting.

F. Minutes of Proceedings. An account of all public proceedings of the City Council shall be recorded by the City Clerk and entered into the official Minute Book of the City Council. The minutes shall be Action Minutes wherein very little, if any narrative is included and only motions and votes are shown. Minutes shall be available for inspection by the public.

G. City Manager. The City Manager shall attend all meetings of the Council unless excused. In his or her absence, the City Manager shall designate a substitute. The City Manager may make recommendations and shall have the right to take part in all discussions of the Council but shall have no vote.

H. City Attorney. The City Attorney shall attend all meetings of the Council unless excused. In his or her absence, the City Attorney shall designate a substitute. The City Attorney shall give opinions, either written or oral, on questions of law and shall serve as the Council's parliamentarian.

I. City Clerk. The City Clerk shall attend all meetings of the Council unless excused. In his or her absence, the City Clerk shall designate a substitute. The City Clerk shall prepare and post the agenda, record, prepare and maintain the official record of the Council and perform other related duties as prescribed by the Council.

J. Department Directors/Employees. Department Directors and City employees, as directed by the City Manager, shall attend Council meetings.

K. Sergeant-at-Arms. Per Madera Municipal Code Section 2-1.04, the Police Chief or Police Chief's designee is the ex-officio sergeant-at-arms of the Council.

RULE 3. DUTIES.

A. Mayor. The Mayor is a member of the City Council and shall have all of the powers of a Councilmember. When the terms "Council," "City Council," and "Councilmembers" are used in these Rules, they include the Mayor.

B. Mayor Pro-Tem. The Mayor Pro-Tem shall perform the duties of the Mayor whenever the Mayor is absent or is unable to perform such duties.

C. Presiding Officer. The Mayor shall preside at all Council meetings and is deemed the Presiding Officer. In the Mayor's absence, the Mayor Pro-Tem shall preside. In the absence of both, the Councilmembers present shall select a Presiding Officer.

1. Call to Order. The Presiding Officer shall call the meeting to order at the hour appointed. In the absence of the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the City Clerk and those Councilmembers present shall proceed to select a temporary Presiding Officer.

2. Preservation of Order. The Presiding Officer shall preserve strict order and decorum and shall confine debate to the item under discussion.

3. Motion to Be Stated. The Presiding Officer shall state any motion submitted for a vote and shall announce the result of all votes. A roll call vote shall be taken upon the request of any Councilmember or as may be required by law in certain instances.

RULE 4. AGENDAS.

The term "Agenda" as used in these rules applies to regular meeting agendas and to special meeting notices.

A. Regular Meeting Agendas.

The following outlines the general order of business for regular meetings. The Council may decide to change the order during the Approval of the Agenda or as deemed necessary during a meeting. The City Manager may also direct that an agenda be prepared with a different order to meet needs of Councilmembers or consultants as authorized by Madera Municipal Code Section 2-1.04(B).

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Presentations: Proclamations, Awards, Introductions, Ceremonials (*No action may be taken on such matters*.)
7. Public Comment (*Re matters not on agenda*)
8. Public Hearings
9. Consent Calendar

10. Workshop
11. Petitions, Bids, Resolutions, Ordinances, and Agreements
12. Administrative Reports
13. Councilmember Communications (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 initiate new matters and to request updates, (iii) and to initiate new agenda items. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.*)
14. Announce Closed Session.
15. Closed Session.
16. Reconvene Public Session and Provide Report from Closed Session if required.
17. Adjournment.

B. Special Meeting Agendas.

The following outlines the general order of business for special meetings.

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Notice of Public Comment re Matters on Agenda
7. List of Items to be considered by Council
8. Adjournment

C. Content of Agenda for Meetings.

1. The Agenda is prepared by the City Clerk under the direction of the City Manager. The City Clerk works with the City Attorney to ensure that items are worded correctly and meet legal requirements under the Brown Act and other laws and to ensure that required notices, publication, and hearing requirements have been met prior to placement of items on the agenda.

2. The Agenda shall specify the time, date, and location of the meeting and contain a brief description of each item of business to be transacted or discussed at the meeting, including closed sessions items.

D. Placing Items on the Agenda.

1. General. The City Manager shall determine items for placement on the agenda except for Closed Sessions at the request of the City Attorney.

2. City Council. A majority of the Council may direct that items be placed on a future meeting agenda.

   A member of the Council may request that an item be placed on a meeting agenda by verbal request during the Councilmember Communications part of the agenda. If there is majority agreement by the Council, the item will be placed on a future agenda. The City Manager in consultation with the City Attorney will determine whether the item requires that other procedures be followed prior to placement on the agenda. For example, some action items require a notice of public hearing by publication. At the meeting where the request is made, discussion shall be limited to whether the item shall be added to a future agenda.

3. Members of the Public. Requests by members of the public for placement of an item on the Agenda may be submitted to the City Clerk. The City Clerk will consult with the City Manager who shall determine the matters to be placed on the Agenda and on which upcoming agenda the requested item may be placed depending on the length of the agenda. Members of the public will be advised as to whether and when an item will be placed on the agenda. If a request is not approved, the member of the public may appear at Council meeting and make the request during Public Comment.

E. Posting of Regular Meeting Agendas and Special Meeting Notices. Per the Brown Act, the City Clerk shall post the Agenda for regular meetings at the front entrance of the Madera City Hall and the City website at least 72 hours before any regular meeting. The same process shall be followed for the posting of Special Meeting Notices except that the posting is to be done at least 24 hours prior to the meeting as required by the Brown Act. The 'Special Meeting Notice and Agenda" is referred to as Special Meeting Agenda interchangeably.

F. Availability of Agenda Documents. The documents and materials regarding the agenda items will be posted on the City's website with the Agenda. Documents not posted with Agenda will be distributed as described below. A binder with the documents and materials regarding the agenda will be made available at City Hall.

1. Per the Brown Act under Government Code 56957.5, if a writing is a public record related to an agenda item (hereafter 'writing') for an open session of a regular meeting of the Council and is distributed to all or a majority of all of the members of the Council less than 72 hours before that meeting, the writing shall be made available for public inspection and the following requirements apply:

   a. City shall make available any writing described above for public inspection at a public office or location that the City designates for that purpose.

b. Agendas shall list the address where such writings are available for public inspection.

c. The writings distributed under this section shall actually be posted and made available for public inspection; and

d. Posted on the City website.

2. If the foregoing requirements are not met, the following requirements apply:

a. The initial staff report containing an executive summary and recommendation regarding the agenda item must be made available to the public at least 72 hours before the meeting. This requirement is satisfied by posting both the agenda and staff report with a recommendation on the City website.

b. The writing is posted on the City website in a position and manner that makes it clear that it relates to an upcoming agenda item.

c. The City must list the City's web address of the City's internet website on the agendas for all meetings of the City Council.

d. The City must make physical copies available for public inspection at City Hall at least 24 hours before the Council meeting.

3. Writings that are public records and distributed during the Council meeting shall be made available for public inspection at the meeting if prepared by the City or a member of the Council, or after the meeting if prepared by some other person.

G. Additions to Agenda. At a regular meeting, the Council may add items of business to the Agenda under the following circumstances, after the Mayor publicly identifies the item if the following requirements are met:

1. Upon a majority vote that an "emergency situation" as defined in Government Code Section 54956.5 exists; or

2. Upon a determination by a two-thirds vote (4 votes) or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the City after the Agenda was posted; or

3. The item was posted for a prior meeting of the Council not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

H. Minutes. Unless requested by any member of the Council, the minutes may be approved without reading if the City Clerk previously furnished a copy to each member.

I. Public Comment. During the Public Comment portion of a regular meeting, any person may address the Council provided that the item is within the subject matter jurisdiction of the Council and is not otherwise on the Agenda. No action may be taken by the Council on any item not on the Agenda. (See Rule 5.)

J. Public Hearings. Items requiring a public hearing will be noticed as required by law. **(*Note: Requirements for noticing differ. Staff responsible for Public Hearing agenda items shall coordinate with City Clerk and City Attorney to ensure that proper hearing notice requirements have been met.)***

K. Consent Calendar. Items listed under the Consent Calendar are those items staff believes will not require Council discussion and are routine in content. The Consent Calendar may be approved by one motion. Also listed under the Consent Calendar are resolutions confirming action from previous meetings which are brought back for approval of form rather than approval of action or for minor correction and ratification. Items may be pulled from the Consent Calendar for separate discussion and action upon the request of any Councilmember or member of the public.

L. Action Limited to Posted Agenda. No action or discussion may be taken on any item not appearing on the posted Agenda, except that Councilmembers or the City Manager may "briefly respond" (no more than 3 minutes) to statements made or questions posed by persons exercising their public testimony rights under the Public Comment. In addition, on their own initiative, or in response to question posed by the public, Councilmember may ask questions for clarification, provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda.

RULE 5. PUBLIC PARTICIPATION.

A. Public Comment on Agenda Items. Under the Brown Act, public testimony is permitted on all agenda items on the Agenda. Members of the public shall be afforded an opportunity to comment before a motion is made on an agenda item. However, members of the public do not have the right to give testimony outside the scope of or unrelated to the agenda item under consideration. Additionally, members of the public should strive to avoid unduly reiterating their own or others' testimony.

B. Public Comment for Matters Not on Agenda. Members of the public shall have an opportunity to comment on any matter which is not on the Agenda but is within the City Council's jurisdiction. Members of the public may not be prohibited from criticism of the policies, procedures, programs, or services of the City or acts or omissions of the City

Council. The City Council may not take action on any matter raised during the Public Comment part of the Agenda.

C. Manner of Addressing the City Council. After being recognized by the Mayor, each member of the public addressing the City Council shall go to the podium and will be requested but not required to state his or her name and whom he or she is representing. After public comment has been closed, no member of the public shall address the City Council on the matter under consideration without first securing Council approval.

D. Time Limits for Public Comments. Members of the public shall limit their remarks to three minutes per agenda item on regular and special meeting agendas and three minutes under the Public Comment part of the agenda for regular meetings. A speaker addressing the Council shall be granted twice the allotted time for comment to ensure non-English speakers the same opportunity to directly address the Council unless simultaneous translation equipment is used.

If a speaker is being repetitious or discussing matters that are not relevant to the issue under consideration, the Mayor may limit the time-period. The Mayor, with the City Council's consent, may shorten the time to accommodate a very lengthy agenda or when there is undue repetition on an item. The Mayor, with the City Council's consent, may also lengthen the time limit for complicated matters. The City Clerk shall monitor the time for each speaker and the Mayor shall be responsible for enforcing the time limit. When a group wants to present the position of the group, the group may identify itself and request to have their spokesperson speak for ten minutes. The Council will not entertain ad hoc requests to have one member of the public yield his or her time to another member of the public.

E. Rules of Decorum.

1. A person who attends a City Council meeting or who addresses the Council under public comment for a specific agenda item or under the Public Comment section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, impedes or renders infeasible the orderly conduct of any City Council meeting.

2. All remarks shall be directed to the Council as a body, and not to any particular Councilmember or member of staff.

3. A person, other than members of the Council and the person having the floor shall not be permitted to enter into the discussion unless requested by the Mayor to speak.

4. No member of the public shall direct questions to Councilmembers individually or to members of staff except through the Mayor.

5. Members of the Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.

6. While the City Council is in session, all persons must preserve order and decorum and not engage in disrupting behavior.

F. Disrupting Behavior. The Mayor or other Presiding Officer is authorized to request removal or cause the removal of, an individual for disrupting a Council meeting pursuant to this Rule 5. The term "disrupting" as used in this rule means (i) a failure to comply with reasonable and lawful regulations adopted by the Council including these Rules and (ii) engaging in behavior that constitutes the use of force or a true threat of force.

G. Warning Required to Cease Disrupting Behavior. The Mayor or Presiding Officer shall warn a person who is breaching the rules of order and decorum to cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request the Police Chief or Police Chief's designee (Sergeant-at-Arms) to remove the person from the Council meeting. In the event there is no one from law enforcement present, the Mayor or Presiding Officer may direct the City Manager to contact law enforcement.

H. No Warning for Use of Force or True Threat of Force. The Mayor or Presiding Officer is not required to give a warning to a person who is breaching the rules of order and decorum when the individual engages in behavior that constitutes use of force or a true threat of force. The term "true threat of force" means a threat that sufficient indicia of intent and seriousness that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

RULE 6. DISCLOSURE OF CONFLICT OF INTEREST.

The Political Reform Act prohibits any public official from making, participating in making, or in any way attempting to use his or her official position to influence a governmental decision in which the public official knows or has reason to know he or she has a financial interest.

A. Specific Requirements of Person with Conflict of Interest. A public official who holds an office specified in Government Code Section 87200, and has a disqualifying financial interest in a decision, shall identify the conflict of interest or potential conflict of interest, and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict of interest or

potential conflict of interest in detail sufficient to be understood by the public.

2. Recuse himself/herself from discussing, participating and voting on the matter, or otherwise acting in violation of Government Code Section 87100.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

B. Application of this Rule. Public officials who must comply with this Rule include, but are not limited to, members of the Council, the Mayor, City Manager, City Attorney, Finance Director, City Clerk, and public officials who manage public investments.

RULE 7. ORDINANCES, RESOLUTIONS AND CONTRACTS.

A. Document Approval. All ordinances, resolutions, and contracts shall be approved as to form and legality by the City Attorney and as to content by the City Manager before submission to the Council and before execution.

B. Ordinance Introduction/Adoption. Unless a Councilmember requests a full reading, a proposed ordinance will be read by title only.

C. Number of Votes Required.

1. Government Code Section 36936 requires a recorded majority vote of the full Council (4 votes) for resolutions, ordinances, and orders for the payment of money. This means an affirmative vote of at least four members of the full Council shall be necessary.

2. Urgency and emergency ordinances must be adopted by at least a 4/5 vote of the full Council.

3. Resolutions of necessity for eminent domain must be adopted by 4/5 vote of the full Council.

4. Other Motions and other matters may be adopted or approved by the majority of the quorum present, except as may be required by State law.

D. Ordinance Preservation. Following adoption of an ordinance, the City Clerk will assign a number to the ordinance and publish and post the ordinance or a summary thereof as required by law. The ordinance shall be filed and preserved in the City Clerk's office. The City Clerk shall also send copies of approved ordinances to the Municipal Code Publisher.

RULE 8. PROCEDURES REGARDING PUBLIC HEARINGS.

Public hearings are matters which require a notice of publication or mail and are required to be heard on a set date and time.

A. Hearing Opened. Mayor announces subject of the public hearing and declares the public hearing open.

B. Order of Proceedings.

1. Generally, public hearings shall be conducted in the order set forth below. However, certain hearings such as assessment hearings, Proposition 218 hearings, and annexation hearings may require other details which will be coordinated between the City Clerk and City Attorney.

- Presiding Officer Opens the Hearing
- Staff Report
- Presentation by Proponent, Applicant or Appellant
- Questions of Proponent, Applicant or Appellant by Council and/or Staff
- Public Testimony
- Hearing Closed
- Discussion by Council
- Action by Council

E. Testimony Time Limits. Notwithstanding the public comment period in Rule No. 5, a project or entitlement applicant/appellant or other appellant shall have such time necessary for a fair and reasonable oral testimony or presentation in connection with the particular Noticed Public Hearing item. In general, this time limit shall be set at 10 to 20 minutes for City's presentation and the same for Appellants/Applicants. Likewise, certain hearings such as permit revocation hearings may require additional time under due process standards. However, the general rule for comments by members of the public per Rule 5 shall apply.

F. Motions. No motions may be made until a hearing is closed.

G. Public Hearing Closed. Once the hearing has been closed, no additional public testimony will be taken without a majority vote of the quorum to reopen the hearing, even in cases where the item is continued to a future date for Council consideration. However, after the hearing has been closed, the Council may direct questions to the applicant, or any other person who has testified during the hearing, and receive their answers, which shall be deemed to be part of the record of testimony at the hearing. In the event that public testimony is reopened to allow additional information or additional speakers, the Council shall permit a reasonable time for rebuttal.

H. Written Findings. On any matter for which state law or City ordinance requires the preparation of written findings, the staff report and other materials submitted on the matter will contain findings proposed for adoption by the Council. Any motion directly or impliedly rejecting the proposed findings must include a statement of alternative or modified findings or a direction that the matter under consideration be continued for a reasonable period of time in order for staff to prepare a new set of proposed findings consistent with the evidence which has been presented and the direction provided by the Council.

I. Absence. A Councilmember who is absent from any portion of a hearing conducted by the Council may vote on the matter provided that member:

1. Has watched or listened to a video broadcast or recording of the entire portion of the hearing from which he or she was absent; and

2. Has examined all of the exhibits presented during the portion of the hearing from which that member was absent; and

3. States for the record before voting that the Councilmember deems himself or herself to be as familiar with the record and with the evidence presented at the hearing as if that member had personally attended the entire hearing.

RULE 9. BOARDS, COMMISSIONS AND COMMITTEES.

A. Creation. The City Council may create such ad hoc advisory boards, commissions, and committees as the Council deems appropriate by resolution. As to committees of the Council, whether standing or ad hoc, a resolution should be adopted noting the purpose and duration.

B. Appointments. The Mayor shall make all appointments to such advisory boards, commissions and committees subject to consent and approval of each appointment by the City Council (Government Code 40605) and applicable Municipal Code provisions.

C. Conducting Business. All boards, commissions and standing committees shall conduct their business activities consistent with the requirements of the Brown Act, the Madera Municipal Code Council Resolutions creating the particular board, commission, and committee, and other relevant provisions of State Law.

RULE 10. SUSPENSION AND AMENDMENT OF RULES.

A. Suspension. Any provision of these Rules not governed by the Municipal Code or State law may be temporarily suspended for a meeting by a unanimous vote of the Councilmembers present at a meeting.

B. Amendment. These Rules may be amended by resolution by a majority vote of the full Council.

RULE 11. MISCELLANEOUS RULES.

A. Roll Call Votes. When a vote on a motion is called the Mayor may call for a voice vote unless roll call is required for teleconference meetings where a member(s) is not physically present by specific legislation. Additionally, upon demand by any Councilmember, made before the "Ayes" and "Nays" are called for on any vote, a roll call vote shall be taken on the motion before the Council. The Mayor's name shall be called last with other members' names called numerically by District starting with District 1 by the City Clerk. Members shall not give explanations for their vote during a roll call.

B. Silence. During a collective vote (Ayes & Nays), silence of any member denotes an affirmative vote.

C. Abstentions. Councilmembers wishing to abstain from a particular vote shall orally state their abstentions.

RULE 12. RULES OF DEBATE.

A. Rules of Order. These Rules and applicable laws shall govern the proceedings of the City Council. However, for necessary clarification or for matters not addressed in these Rules, the City Council may utilize the most recent Rosenberg's Rules of Order as a non-binding guide.

B. Obtaining the Floor. Any member of City Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any Councilmember who seeks the floor when appropriately entitled to do so. The member must confine his or her remarks to the subject matter under consideration.

C. Motions. The Mayor and Councilmembers may make Motions. The City Clerk shall record all motions and read them back when requested. Upon request, the City Attorney shall assist in the formation of motions. Any motion that does not receive a second shall die and another motion may be made.

D. Questions of Order and Appeals to Rulings of Presiding Officer. A question of order may be raised at any stage of the proceedings, except during a calling of the roll when the ayes and noes on a vote are called for. Such question shall be decided by the Mayor, without debate, subject to an appeal to the Council.

E. Point of Order. The Presiding Officer shall determine all points of order, subject to the right of any Councilmember to appeal the decision to the full Council. If an appeal is taken, the appeal to the Council shall be generally as follows: "I appeal the decision of the Mayor

to the City Council."

F. Appeal of Ruling. Any ruling of the Mayor on motions and points of order may be appealed at the request of any Councilmember. The Mayor shall call for a roll call vote to determine if the ruling is upheld.

G. Types of Motions.

1. Main Motion. This motion (and second) puts forward a substantive decision for Council consideration. Only one main motion maybe on the floor at one time.

2. Motion to Amend. This motion seeks to modify the main motion before the Council. A motion to substitute a motion with another motion shall be treated as a motion to amend. Only one motion to amend may be on the floor at one time, unless the Mayor allows Councilmembers to state two or more motions to amend, which may be accumulated and then voted upon in a series in the order made. All motions to amend shall be resolved prior to voting on the main motion.

3. Procedural Motion. This motion is to address a rule of procedure, postpone, or take some other action. Procedural motions take priority over main motions and motions to amend. Only one procedural motion may be on the floor at one time. A "point of order" may be raised at any time, interrupting a speaker when recognized by the Mayor, to make a procedural motion.

4. Motion to Recess. This motion, if passed, requires the Council to immediately recess. The Mayor determines the length of the recess. It is not subject to debate and requires a majority vote.

5. Motion to Fix Time to Adjourn. This motion, if passed, requires the Council to adjourn the meeting at a specific time set in the motion. It is not subject to debate and requires a majority vote.

6. Motion to Table. This motion, if passed, requires the discussion of the agenda item to be halted and the agenda item placed on hold.

    a. The motion can contain a specific date and time in which the item can come back to Council.

    b. If the motion does not contain a specific date and time for the return of the item, a motion to take the item off the table will have to be taken at a future meeting to bring it back to Council.

    c. A motion to table or to bring it back to the Council requires a majority vote.

7. Motion to Continue. This motion, if passed, requires the particular agenda item to be withdrawn from the Agenda at that time and postponed either indefinitely or to a certain time and/or date, or to a time later in that meeting, as stated in the motion. A motion to continue may be made by any member of the Council, is debatable, and requires a majority vote.

8. Friendly Amendment. This is a "request," rather than a formal motion. The speaker asks whether the maker of the main motion would agree to amend the motion, as suggested. If agreed, and if the member providing the second also agrees, or another second is offered, then the main motion is replaced with the amended motion. If an offer for a "friendly amendment" is rejected, then a formal motion to amend may be made.

9. Motion to Reconsider. A motion to reconsider any action taken by the Council may be made on the day such action was taken. It may be made immediately after a vote is taken. Such motion must be made by one of the members on the prevailing side but may be seconded by any member; it shall be debatable. Nothing herein shall be construed to prevent any member of the Council from making a motion to reconsider subsequent meeting of the Council so long as the ability to make such motion meets the requirements of applicable laws.

10. Tie Votes. Tie votes result in a lost motion. In such an instance, any member of City Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

END OF CHAPTER

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA REPEALING CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING NEW CHAPTER 1 OF TITLE II TO THE MADERA MUNICIPAL CODE RELATING TO THE CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

SECTION 1. Chapter 1 of Title II of the Madera Municipal Code is repealed.

SECTION 2. New Chapter 1 of Title II is added to the Madera Municipal Code to read as follows:

TITLE II

CHAPTER 1: CITY COUNCIL

Section

2-1.01 Council meetings
2-1.02 Agenda
2-1.03 Quorum
2-1.04 Rules of Decorum at Meetings
2-1.05 Council salaries
2-1.06 Increased or decreased salaries
2-1.07 Enumeration of officers and terms
2-1.08 Establishment of Council districts
2-1.09 Method of election

MADERA MUNICIPAL CODE

§ 2-1.01 COUNCIL MEETINGS.

All regular meetings of the Council shall be held on the first and third Wednesdays of each month at 6:00 p.m. in the Council Chambers of the City Hall; provided, however, when the time for any regular meeting of the Council falls on a holiday, Christmas Eve, or New Year's Eve, such meeting shall be held at the same hour on the next succeeding day not a holiday unless otherwise provided by the Council. All adjourned and special meetings shall be held at such times and places as may be designated by the Council.

§ 2-1.02 AGENDA.

Except as otherwise may be provided in this chapter, the Council shall consider at each meeting only those matters which are designated on the agenda for each meeting. The agenda shall be prepared by the City Clerk, under the direction of the City Manager, and shall be arranged in accordance with the Council's order of business as set forth in the City Council's rules and

procedures. The agenda and reports shall be posted as required by state law.

§ 2-1.03 QUORUM.

A majority of all the members of the Council shall constitute a quorum at any regular or special meeting of the Council. When there is no quorum, the Mayor, Mayor Pro Tempore, or any member of the Council shall adjourn such meeting, or, if no member of the Council is present, the City Clerk shall adjourn the meeting.

§ 2-1.04 RULES OF DECORUM AT MEETINGS.

The Police Chief shall be ex-officio sergeant-at-arms of the Council at City Council meetings and may delegate that authority as deemed appropriate. The Police Chief is authorized to remove persons from a meeting of the City Council as set forth in this section. This authority is in addition to the Police Chief's power to exercise his or her authority to arrest persons for violations of this section or for violation of the Penal Code.

(A) Decorum.

(1) A person who attends a City Council meeting or who addresses the Council under public comment for a specific agenda item or under the Public Comment section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, impedes or renders infeasible the orderly conduct of any City Council meeting.

(2) All remarks shall be directed to the Council as a body, and not to any particular Councilmember or member of staff.

(3) A person, other than members of the Council and the person having the floor shall not be permitted to enter into the discussion unless requested by the Mayor to speak.

(4) No member of the public shall direct questions to Councilmembers individually or to members of staff except through the Mayor.

(5) Members of the Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.

(6) While the City Council is in session, all persons must preserve order and decorum and not engage in disrupting behavior.

(B) **Disrupting Behavior**. The Mayor or other Presiding Officer is authorized to warn, order removal, and cause the removal of an individual for disrupting a Council. The term

"disrupting" as used in this rule means (i) a failure to comply with reasonable and lawful regulations adopted by the Council including these Rules and (ii) engaging in behavior that constitutes the use of force or a true threat of force.

(C) **Warning Required to Cease Disrupting Behavior.** The Mayor or Presiding Officer shall warn a person who is breaching the rules of order and decorum to cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or Presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request the Police Chief or Police Chief's designee (Sergeant-at-Arms) to remove the person from the Council meeting. In the event there is no one from law enforcement present, the Mayor or Presiding Officer may direct the City Manager to contact law enforcement.

(D) **No Warning for Use of Force or True Threat of Force.** The Mayor or Presiding Officer is not required to give a warning to a person who is breaching the rules of order and decorum when the individual engages in behavior that constitutes use of force or a true threat of force. The term "true threat of force" means a threat that sufficient indicia of intent and seriousness that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

§ 2-1.05 COUNCIL SALARIES.

From and after March 1, 2014, each member of the City Council shall receive a salary in the amount of $500 per month as authorized in Cal. Gov't Code § 36516 for cities up to 75,000 in population, and which authorizes a 5% increase for each calendar year since the last enactment of this section, which was 1990, which shall be payable at the same time and in the same manner as salaries paid to other officers and employees of the city. Beginning in January of 2018 and in every fourth year thereafter, the City Council shall, at its first regularly held meeting in the month of January, conduct a review of Council salaries to determine whether the salary level is appropriate.

§ 2-1.06 INCREASED OR DECREASED SALARIES.

The salary of Council Members when increased or decreased shall become payable only on and after the date upon which one or more members of the Council become eligible therefor by virtue of beginning a new term of office following the next succeeding general municipal election held in the city.

§ 2-1.07 ENUMERATION OF OFFICERS AND TERMS.

The elective officers of the City of Madera shall be a Mayor and six Council members. The Council shall consist of the Mayor and six Council members, each of whom, including the Mayor, shall have the right to vote on all questions coming before the Council. The term of office of the Mayor shall be four years, and the term of office of each Council member shall be four years.

(Ord. 866 C.S., passed 3-3-10; Am. Ord. 871 C.S., passed 5-19-10)

§ 2-1.08 ESTABLISHMENT OF COUNCIL DISTRICTS.

(A) The voter-approved districting plan adopted by Ord. 890 C.S. and establishing six Council districts shall be adjusted by ordinance of the City Council to equalize population among the districts within one year after each census has been completed and the census data provided to the city. The adjusted boundaries and the number of each of the six electoral districts for City Council are set forth in division (C), including a map of the districts. Any districting plan shall be adopted by ordinance subject to referendum. The City Clerk is authorized to make non-substantive technical adjustments to the district boundaries not affecting the population of any district, the eligibility of candidates, or the residence of elected officials within any district.

(B) Effective for all by-district Council offices newly elected at the November 8, 2022, general municipal election and at each general municipal election thereafter, each Council district shall be assigned a district number, with districts numbered one through six as indicated in division (C). The Council members of the three even-numbered districts shall be elected by-district in November of 2024 and every four years thereafter for a term of four years. The Council members of the remaining three odd-numbered districts shall be elected by-district in November 2022 and every four years thereafter for a term of four years. Except as set forth in division (D) below, all persons appointed to fill vacancies on the City Council and all persons elected to fill vacancies on the City Council at a special municipal election shall reside within the district to which they are appointed or elected.

(C) District boundaries. The Council member districts of the city shall have the following legal boundaries:

(1) District 1. The region bounded and described as follows: all of that portion of Madera County bounded and described as follows: Beginning at the point of intersection of the Madera city line and Ave 14, and proceeding northerly and westerly along the Madera city line to the Madera city line and Rd 23, and proceeding northerly and easterly along the Madera city line to the Madera city line and Ave 17, and proceeding easterly and northerly along the Madera city line to the Madera city line and Schmidt Creek Way, and proceeding easterly and southerly along the Madera city line to the Madera city line, and proceeding easterly along the Madera city line to the Madera city line and Arnold Way and proceeding southerly along the Madera city line to the Madera city line and Sharon Blvd, and proceeding southerly along the Madera city line and Sharon Blvd to Ellis Street, and proceeding westerly along Ellis Street to Avenue 16, and proceeding southerly along N Schnoor St to Foxglove Way, and proceeding westerly along Foxglove Way to N Granada Dr, and proceeding southerly along N Granada Dr to W Cleveland Ave, and proceeding easterly along W Cleveland Ave to N Schnoor St, and proceeding southerly along N Schnoor St to Sunset Ave, and proceeding easterly along Sunset Ave to N Pine St, and proceeding southerly along N Pine St to Howard Rd, and proceeding westerly along Howard Rd to Mainberry Dr, and proceeding northerly along Mainberry Dr to Sunset Ave, and proceeding westerly along Sunset Ave to Westberry Blvd, and proceeding southerly along Westberry Blvd to

Westgate Dr, and proceeding westerly along Westgate Dr to Kent Dr, and proceeding southerly along Kent Dr to Winter Way, and proceeding westerly along Winter Way to Kent Dr, and proceeding southerly along Kent Dr to Ren Way, and proceeding easterly along Ren Way to Westberry Blvd, and proceeding southerly along Westberry Blvd to Ave 14, and proceeding westerly along Ave 14 to the Madera city line and northerly and westerly along the Madera city line to the point of beginning.

(2) District 2. The region bounded and described as follows: all of that portion of Madera County bounded and described as follows:

(a) Beginning at the point of intersection of Kent Dr and Ren Way, and proceeding northerly along Kent Dr to Winter Way,, and proceeding easterly along Winter Way, to Kent Dr, and proceeding northerly along Kent Dr to Westgate Dr, and proceeding easterly along Westgate Dr to Westberry Blvd, and proceeding northerly along Westberry Blvd to Sunset Ave, and proceeding easterly along Sunset Ave to Mainberry Dr, and proceeding southerly along Mainberry Dr to Howard Rd, and proceeding easterly along Howard Rd to W Olive Ave, and proceeding easterly along W Olive Ave to Olive Ave, and proceeding easterly along Olive Ave to W Olive Ave, and proceeding easterly along W Olive Ave to unnamed ramp, and proceeding easterly along unnamed ramp to W Olive Ave, and proceeding easterly along W Olive Ave to S Madera Ave, and proceeding southerly along S Madera Ave to the Parkwood/Madera census designated place/city line, and proceeding southerly along the Parkwood/Madera census designated place/city line to the Madera city line, and proceeding westerly along the Madera city line to Ave 14, and proceeding easterly along Ave 14 to Howard Rd, and proceeding northerly along Howard Rd to Westberry Blvd, and proceeding northerly along Westberry Blvd to Ren Way, and proceeding westerly along Ren Way to the point of beginning;

(b) As well as all of the region bounded by the Madera city line;

(c) Except for all of the region bounded by the Madera city line.

(3) District 3. The region bounded and described as follows: all of that portion of Madera County bounded and described as follows: beginning at the point of intersection of Foxglove Way and N Granada Dr, and proceeding easterly along Foxglove Way to N Schnoor St, and proceeding northerly along N Schnoor St to Ave 16, and proceeding westerly along Ave 16 to State Rte 99, and proceeding southerly along State Rte 99 to nonvisible boundary, and proceeding northerly along nonvisible boundary to unnamed ramp, and proceeding southerly along unnamed ramp to nonvisible boundary, and proceeding northerly along nonvisible boundary to the Madera city line, and proceeding easterly along the Madera city line to Austin St, and proceeding southerly along Austin St to E Cleveland Ave, and proceeding easterly along E Cleveland Ave to N Lake St, and proceeding southerly along N Lake St to Fresno River, and proceeding westerly along Fresno River to N D St, and proceeding southerly along N D St to E 3rd St, and proceeding westerly along E 3rd St to W 3rd St, and proceeding westerly along W 3rd St to N H St, and proceeding northerly along N H St to Union Pacific RR, and proceeding westerly along Union Pacific RR to N I St, and proceeding northerly along N I St to Roberts Ave, and proceeding westerly along Roberts Ave to

N Pine St, and proceeding southerly along N Pine St to N Park Dr, and proceeding easterly along N Park Dr to Foster Ave, and proceeding southerly along Foster Ave to Sunset Ave, and proceeding westerly along Sunset Ave to N Schnoor St, and proceeding northerly along N Schnoor St to W Cleveland Ave, and proceeding westerly along W Cleveland Ave to N Granada Dr, and proceeding northerly along N Granada Dr to the point of beginning.

(4) District 4. The region bounded and described as follows: all of that portion of Madera County bounded and described as follows: beginning at the point of intersection of Austin St and E Cleveland Ave, and proceeding northerly along Austin St to the Madera city line, and proceeding easterly/southerly along the Madera city line to Raymond Rd, and proceeding southerly along Raymond Rd to Tozer St, and proceeding easterly along Tozer St to Fresno River, and proceeding westerly along Fresno River to N Lake St, and proceeding northerly along N Lake St to E Cleveland Ave, and proceeding westerly along E Cleveland Ave to the point of beginning.

(5) District 5. The region bounded and described as follows: all of that portion of Madera County bounded and described as follows: beginning at the point of intersection of Roberts Ave and N Pine St, and proceeding easterly along Roberts Ave to N I St, and proceeding southerly along N I St to Union Pacific RR, and proceeding easterly along Union Pacific RR to N H St, and proceeding southerly along N H St to W 3rd St, and proceeding easterly along W 3rd St to E 3rd St, and proceeding easterly along E 3rd St to N D St, and proceeding northerly along N D St to Fresno River, and proceeding easterly along Fresno River to Tozer St, and proceeding westerly along Tozer St to Raymond Rd, and proceeding northerly along Raymond Rd to the Madera city line, and proceeding easterly/southerly along the Madera city line to Sunrise Ave, and proceeding westerly along Sunrise Ave to E 11th St, and proceeding westerly along E 11th St to S D St, and proceeding northerly along S D St to E 10th St, and proceeding westerly along E 10th St to S E St, and proceeding northerly along S E St to E 9th St, and proceeding westerly along E 9th St to S Gateway Dr, and proceeding southerly along S Gateway Dr to S Madera Ave, and proceeding southerly along S Madera Ave to W Olive Ave, and proceeding westerly along W Olive Ave to unnamed ramp, and proceeding westerly along unnamed ramp to W Olive Ave, and proceeding westerly along W Olive Ave to Olive Ave, and proceeding westerly along Olive Ave to W Olive Ave, and proceeding westerly along W Olive Ave to N Pine St, and proceeding northerly along N Pine St to Sunset Ave, and proceeding easterly along Sunset Ave to Foster Ave, and proceeding northerly along Foster Ave to N Park Dr, and proceeding westerly along N Park Dr to N Pine St, and proceeding northerly along N Pine St to the point of beginning.

(6) District 6. The region bounded and described as follows: all of that portion of Madera County bounded and described as follows: beginning at the point of intersection of E 9th St and S Gateway Dr, and proceeding easterly along E 9th St to S E St, and proceeding southerly along S E St to E 10th St, and proceeding northerly along E 10th St to S D St, and proceeding southerly along S D St to E 11th St, and proceeding easterly along E 11th St to Sunrise Ave, and proceeding easterly along Sunrise Ave to Ave 14 1/2, and proceeding easterly along Ave 14 1/2 to the Madera city line, and proceeding easterly along the Madera city line to the Parksdale/Madera census designated place/city line, and proceeding westerly along the Parksdale/Madera census designated place/city line to the Madera city line, and proceeding southerly along the Madera

city line to the Parkwood/Madera census designated place/city line, and proceeding westerly along the Parkwood/Madera census designated place/city line to S Madera Ave, and proceeding northerly along S Madera Ave to S Gateway Dr, and proceeding northerly along S Gateway Dr to the point of beginning.

(7) The foregoing district boundaries are depicted on the "City Council District Boundaries Map" in Ordinance 988 C.S. and on file in the City Clerk's Office. These boundaries will remain in effect until amended by ordinance as set forth herein and required by law.

(D) Notwithstanding any other provision of this section, and pursuant to Cal. Elections Code § 21606(a) and (b), each of the Council members currently in office at the time this section takes effect shall continue in office until the expiration of the full term to which he or she was regularly elected or appointed. Any vacancy in or recall election for a Council term currently in effect shall be filled based on the Council districts in effect at the time the current Council term was last regularly elected.

(Ord. 866 C.S., passed 3-3-10; Am. Ord. 871 C.S., passed 5-19-10; Am. Ord. 890, passed 10-19-11; Am. Ord. 988 C.S., passed 3-16-22)

§ 2-1.09 METHOD OF ELECTION.

(A) Mayor. The Mayor shall be elected at the regular municipal election in November of 2012 and every four years thereafter, by the voters of the city at-large, and must reside within the city boundaries. The Mayor shall be elected by the voters of the city at-large.

(B) District Council Members. One member of the City Council shall reside in each of the six electoral districts established by §§ 2-1.20 through 2-1.22 and shall be elected by a vote of the voters of that district only. Each district shall elect one Council member. Except as provided in § 2-1.21(C), a Council member of each district must live in that district and must be a registered voter in that district to be eligible to hold the office of Council member for that district, and a candidate for any district must live in that district and must be a registered voter in that district to be eligible to run for the office of Council member for that district. Only voters who live in a district shall be eligible to vote in the election for Council member of that district. Each Council member must reside within the district for the full term of office; termination of residency within the district shall create an immediate vacancy for that Council district unless a substitute residence within the district is established within 30 days of termination of residency.

(C) The members of the Council in office at the time §§ 2-1.20 through 2-1.22 take effect shall continue in office until the expiration of their terms and until their successors are elected and qualified. If a tie vote makes it impossible to determine which of two or more candidates has been elected, said tie shall be settled by the drawing of lots, the procedure for which shall be determined by the Council. No candidate shall file for more than one elective office. Any member of the Council may run for the office of Mayor, and upon election as Mayor shall forfeit the office of Council member of any district.

SECTION 2. **CEQA**. The City Council finds that the Ordinance does not qualify as a "project" subject to California Environmental Quality Act ("CEQA") Guidelines Section 15378 and California Public Resources Code Section 21065 because _____.

SECTION 3. **Effective Date**. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 5. **Publication**. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: E-1

SUBJECT:

Ceremonial Documents guidelines

RECOMMENDATION:

Consider and provide direction on the Protocols Guidebook section concerning Ceremonial Documents

SUMMARY:

At the May 17, 2023 City Council meeting, Council requested staff prepare a report and return with policies regarding various procedures associated with Council meetings. The City Manager and City Attorney recommended an approach wherein the Council would adopt a Protocols Guidebook (Guidebook) with specific chapters addressing matters such as but not limited to:

- Rules for conducting meetings
- Ceremonial documents (Proclamations, Certificates, etc.)
- Use of City facilities
- Support of special events

After receiving direction from Council, staff has prepared an updated draft policy for issuing Ceremonial Documents. In short, staff is recommending that the Council consider the following types of Ceremonial Documents:

1. Proclamation
2. Certificate of Recognition
3. Certificate of Commendation
4. Certificate of Appreciation
5. Congratulatory Certificate
6. Outgoing Mayor and Councilmembers

7. Distinguished Visitors

Tables 1 and 2 provide an overview of the types of ceremonial documents, sans the last two items listed (5 and 6).

Table 1: *Ceremonial Documents that require approval by majority vote of the City Council*	
Proclamation	Certificate of Recognition
a. Civic celebrations b. Commemorative events c. Social awareness d. Significant community-based events e. Significant anniversaries of City-based institutions, corporations, community partners, and non-profit organizations f. Retirement of City Employee (15 or more years of service)	a. Exceptional accomplishments attained by local groups, businesses, civic organizations, or individuals b. Individuals or groups who have made significant contributions to the community c. Outstanding achievements or contributions by non-profit organizations d. Organizations contributing to the economic development of the City

Table 2: *Ceremonial Documents that do not require approval by a majority vote of the City Council*		
Certificate of Commendation	Certificate of Appreciation	Congratulatory Certificate
a. Acts of Heroism b. Academic/Athletic accomplishments c. Youth Development Organizations d. Non-profit organizations for a significant accomplishment or event e. Outgoing City Commissioners or Committee Members	For significant: a. Monetary donations b. In-kind contributions c. Cultural contributions d. Volunteer efforts	a. Milestone Birthdays b. Groundbreaking Ceremonies c. Ribbon Cutting/Grand Opening Ceremonies

Table 3 provides an overview of the documents.

Table 3: *Summary of Ceremonial Documents*						
#	Document	Approving Body	Council Majority	Signature	Presentation location (2)	Approval process
1	Proclamations	Council	Yes	Council majority (1)	Council meeting	The *Annual List* shall be list approved by Council; if not included, requires two Council meetings: 1. To present the item to Council for consideration 2. If approved, presentation to the recipient
2	Certificate of Recognition	Council	Yes	Council majority (3)	Council meeting	Two Council meetings: 1. To present the item to Council for consideration 2. If approved, presentation to the recipient
3	Certificate of Commendation	Mayor or Councilmember	No	Mayor or Councilmember (4)	Council meeting or other event	Mayor or Councilmember
4	Certificate of Appreciation	Mayor or Councilmember	No	Mayor or Councilmember (4)	Council meeting or other event	Mayor or Councilmember
5	Congratulatory Certificate	Mayor or Councilmember	No	Mayor or Councilmember (4)	Outside of Council meeting	Mayor or Councilmember
6	Outgoing Councilmembers	N/A	N/A	N/A	Council meeting	Outgoing elected members shall receive a plaque; Mayor also receives a gavel
7	Distinguished Visitor	Mayor or Councilmember	No	Mayor or Councilmember	Council meeting or other event	Delivered to the City Clerk who will prepare the plaque

(1) Councilmembers may submit a written request to the City Clerk to be omitted from being a signatory to any given Proclamation on the approved list.

(2) "Other event" is used to indicate outside of City Council meeting

(3) Signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, they may request to be added five days prior to the meeting when the certificate will be issued.

(4) Council members will have five business days to request inclusion on the signature block and provide said signature.

FINANCIAL IMPACT:

While difficult to quantify, staff anticipates a nominal cost associated with the preparation of ceremonial documents.

ALTERNATIVES:

This item is intended to provide information and seek Council direction. Councilmembers may provide input at their discretion on any item listed on this report and introduce relevant matters to include in a future, revised version of the Guidebook.

ATTACHMENTS:

1. Procedures for Issuing Ceremonial Documents
    a. Attachment 1: List of Annual Proclamations

Procedures for Issuing Ceremonial Documents

A. Purpose

This policy aims to establish guidelines that will govern Ceremonial Documents issued by the City.

Any Ceremonial Document listed is for recognition purposes and does not carry legal, legislative, or monetary value. Additionally, Ceremonial Documents are not intended to be duplicative; only one type of document shall be issued per event, person, or achievement based on the most appropriate category defined within this policy.

B. Types of Ceremonial Documents

1. Proclamation
2. Certificate of Recognition
3. Certificate of Commendation
4. Certificate of Appreciation
5. Congratulatory Certificate
6. Outgoing Mayor and Councilmembers
7. Distinguished Visitors

Tables 1 and 2 provide an overview of the types of ceremonial documents, sans the last two listed.

Table 1: *Ceremonial Documents that require approval by a majority vote of the City Council*

Proclamation	Certificate of Recognition
a. Civic celebrations b. Commemorative events c. Social awareness d. Significant community-based events e. Significant anniversaries of City-based institutions, corporations, community partners, and non-profit organizations f. Retirement of City Employee (15 or more years of service)	a. Exceptional accomplishments attained by local groups, businesses, civic organizations, or individuals b. Individuals or groups who have made significant contributions to the community c. Outstanding achievements or contributions by non-profit organizations d. Organizations contributing to the economic development of the City

Table 2: *Ceremonial Documents that do not require approval by a majority vote of the City Council*

Certificate of Commendation	Certificate of Appreciation	Congratulatory Certificate
a. Acts of Heroism b. Academic/Athletic accomplishments c. Youth Development Organizations d. Non-profit organizations for a significant accomplishment or event e. Outgoing City Commissioners or Committee Members	For significant: a. Monetary donations b. In-kind contributions c. Cultural contributions d. Volunteer efforts	a. Milestone Birthdays b. Groundbreaking Ceremonies c. Ribbon Cutting/Grand Opening Ceremonies

C. Who may request a Ceremonial Document

Requests for Ceremonial Documents may be made by the Mayor, any Councilmember, City residents, Madera-based organizations, Madera businesses, or City employees.

D. Request for Recognition

The City will consider a request as long as the request demonstrates some type of local community interest and promotes activities within the City. The general criteria for the issuance of these types of recognition are:

a. Issues with widespread community interest or concern
b. Recognition of significant local service groups, businesses, civic organizations, or outstanding individual or team accomplishments
c. Appreciation for donations, cultural contributions, or volunteer efforts
d. Acknowledgment of significant events or celebrations
e. Public awareness
f. Special honors

E. Process for Recognition

An individual or organization must submit a written request for consideration. Verbal inquiries may be made to inquire about the process or policy; however only written requests will be acted upon by the City. Written requests should be sent to the attention of the City Clerk within the timeframes outlined in this document.

If a request for recognition is consistent with the request categories described in this document, the City Manager may direct staff to issue such recognition award as outlined herein and the City Clerk shall forward a copy to the appropriate member(s) of Council for signature and presentation. The City Manager or City Clerk may also reject the request on the grounds that the criteria are not satisfied. Staff will prepare an informational report to the City Council advising of any rejected requests, and the reason for the rejection. Recognition requests not consistent with the categories outlined in this document may be agendized for consideration by the City Council upon direction to do so from a majority of the Council at a Council meeting under "Councilmember Communications." Approval by a majority vote of the City Council is required for issuance of such recognition.

F. Action on Requests

Requests will be subject to a review and approval process. The City reserves the right to determine the type of document to be issued based on the information provided by the requesting party. Submission of a request does not guarantee the issuance of a ceremonial document.

The listed timelines are estimates. In certain cases, the City Council may not meet, thus greater lead times are advised.

1. Proclamations

Issued to honor, celebrate, or bring public awareness of a date, event, or significant commemorations that may impact the City and its residents. A proclamation is recognition of an individual, organization, or business that has positively contributed to the City in relation to said date, event, or issue. A proclamation may also be used to bring public awareness of special celebrations, historically significant events, or specific days/weeks/months that further social awareness.

Proclamations may be issued for:

a. Civic celebrations
b. Commemorative events
c. Social awareness
d. Significant community-based events
e. Significant anniversaries of City based institutions, corporations, community partners, and non-profit organizations
f. Retirement of City employee with 15 or more years of service

A. Annual Proclamations

a. To facilitate scheduling and planning of City Council meeting recognition events, the City Council will adopt an annual list of known proclamations, provided in Attachment 1 to this policy.

b. Staff will prepare a draft list for Council's review each year for the subsequent calendar year. Any modifications to Attachment 1 require a majority vote of the City Council.

c. Following Council approval of Attachment 1 for a given calendar year, the City Clerk will circulate to members of the City Council a list of approved annual Proclamations. Councilmembers may submit a written request to the City Clerk to be omitted from being a signatory to any given Proclamation on the approved list. Notifications to the City Clerk regarding signatory status must be provided at least one (1) month prior to the anticipated issuance.

B. Request for Recognition by Proclamation

Proclamations not identified in Attachment 1 may be considered on a case-by-case basis. The City will consider a request from any group or individual as long as the request has measurable local support and promotes activities within the City. The general criteria for the issuance of these types of Proclamations are:

a. Civic celebrations
b. Commemorative events
c. Social awareness
d. Significant community-based events
e. Significant anniversaries of City-based institutions, corporations, community partners, and non-profit organizations
f. Fundraisers benefiting the citizens of the City
g. Retirement of City employee with 15 or more years of service

C. Procedures

a. Requests shall be in writing and made 45 days before the requested presentation date. At a minimum, request shall identify:
    i. Desired date of issuance
    ii. To whom the Proclamation will be addressed
    iii. The purpose or reason for the Proclamation
    iv. At least three (3), but no more than five (5), descriptive statements about the nature of the event/organization to be recognized.
    v. How or why the recognition has local significance.
    vi. Who will attend the City Council meeting to accept the Proclamation and anticipated number of participants.
b. If consistent with these guidelines, requests shall be scheduled by staff for Council consideration at the next available City Council meeting.
c. At a regular or special City Council meeting, the Council may consider the request and provide direction to staff to proceed with a Proclamation by majority vote. If there is no action taken or the majority vote is not in the affirmative, the request is considered denied.
d. If approved by the City Council at the initial meeting, The Mayor or their designee will present the Proclamation at a subsequent regular or special City Council meeting.
e. Signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five (5) business days prior to the meeting when the Proclamation will be issued.

2. Certificate of Recognition

Certificates of Recognition are intended to recognize individuals, organizations, or businesses for special events, achievements, and exceptional contributions to the community. Certificates of Recognition acknowledge an individual, organization, or business that has positively contributed to the City in relation to a specific milestone date, event, achievement, or contribution.

Certificates of Recognition are not intended to be annually issued for the same purpose, however the City recognizes that sometimes our citizenry exceeds the norm and Certificates of Recognition may be issued more than once for repetitive donations or team championships, as examples, due to exemplary support or achievement.

Certificates of Recognition may be issued for:

a. Exceptional accomplishments attained by local groups, businesses, civic organizations, or individuals
b. Individuals or groups who have made significant contributions to the community
c. Outstanding achievements or contributions by non-profit organizations
d. Organizations contributing to the economic development of the City

A. Request for Recognition

The City will consider a request from any group or individual, as long as the request has measurable local support and promotes activities within the City. The general criteria for the issuance of these types of recognition are:

a. Issues with widespread community interest or concern, with a primary emphasis on requests in support of the City
b. Recognition of significant local group, business, civic organizations or outstanding individual accomplishments
c. Appreciation for cultural contributions, or volunteer efforts
d. Acknowledgment of significant events or celebrations

B. Procedures

a. Requests shall be in writing and made 45 days before the requested date. Requests shall include:
    i. Desired date of issuance
    ii. To whom the Certificate of Recognition will be addressed
    iii. The purpose or reason for the Certificate of Recognition
    iv. At least three (3), but no more than five (5), descriptive statements about the nature of the event/organization to be recognized.
    v. How or why the recognition has local significance.
    vi. Who will attend the City Council meeting to accept the Certificate and anticipated number of participants, or alternatively, the desired pick-up date.
b. If consistent with these guidelines, requests shall be scheduled by staff for Council consideration at the next available City Council meeting.
c. At a regular or special City Council meeting, the Council may consider the request and provide direction to staff to proceed with a Certificate of Recognition by majority vote. If

there is no action taken or the majority vote is not in the affirmative, the request is considered denied.

d. If approved by the City Council at the initial meeting, the Mayor or their designee will present the Certificate of Recognition at a subsequent regular or special City Council meeting.
e. Signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five (5) business days prior to the meeting when the Certificate of Recognition will be issued.

3. Certificate of Commendation

This certificate recognizes a person or group, including a team, who has performed in a commendable manner.

Certificates of Commendation may be issued for:

a. Acts of Heroism
b. Academic/Athletic accomplishments
c. Youth Development Organizations
d. Non-profit organizations for a significant accomplishment or event
e. Outgoing City Commissioners or Committee Members

A. Procedures

a. Requests shall be made in writing and made 14 days before the requested issue date. Requests shall include:
    i. Date when the act or accomplishment occurred
    ii. To whom the Certificate of Commendation will be addressed
    iii. The purpose or reason for the Certificate of Commendation
    iv. At least three (3), but no more than five (5), descriptive statements about the nature of the event/organization to be recognized.
    v. How or why the recognition has local significance.
    i. If applicable, date of event where Certificate will be awarded or desired Council meeting date.
b. Requests may be made by individual members of the City Council.
c. Individuals, groups, or organizations may request a certificate to be presented during a regular City Council meeting.
d. A vote of the Council is not required. The City Clerk will issue the Certificate of Commendation upon approval of the request by the City Manager.
e. When requested by a member of the public, all Certificates of Commendation will be signed by the Mayor.
f. When requested by a member of the Council, the Certificate of Commendation will be signed by the member making the request.
g. When a Certificate of Commendation is to be issued, the City Clerk will advise all members of the Council of the nature and intent of the Certificate. Council members will have five (5) business days to request inclusion on the signature block and provide said signature.

B. Presentation

a. Certificates of Commendation shall be presented by the requesting elected official (i.e., Mayor or Councilmember). They may be presented at a regular or special Council meeting, pending the availability of the elected official. However, Certificates of Commendation need not be presented at an official meeting of the Council and may be presented at a local recognition event.
b. The person or group may elect to receive the Certificate of Commendation by collecting the certificate in-person from the City Clerk's Office.

4. Certificate of Appreciation

Certificates of Appreciation are intended to acknowledge the efforts of individuals, groups, organizations, or companies in Madera that provide a measurable benefit to the community.

Certificates of Appreciation may be issued for significant:

a. Monetary donations to the City
b. In-kind contributions to the City
c. Cultural contributions to the community
d. Volunteer efforts within the community

A. Procedures

a. Requests shall be in writing and made 14 days before the requested date. Requests shall include:
    i. Date when the act or effort occurred.
    ii. To whom the Certificate of Appreciation will be addressed
    iii. The purpose or reason for the Certificate of Appreciation
    iv. At least three (3), but no more than five (5), descriptive statements about the nature of the act or effort to be recognized.
    v. How or why the recognition has local significance.
    vi. If applicable, date of event where Certificate will be awarded or desired Council meeting date.
b. Requests may be made by individual members of the City Council.
c. Individuals, groups, or organizations may request a certificate to be presented during a regular City Council meeting.
h. A vote of the Council is not required. The City Clerk will issue the Certificate of Appreciation upon approval of the request by the City Manager.
i. When requested by a member of the public, all Certificates of Appreciation will be signed by the Mayor.
j. When requested by a member of the Council, the Certificate of Appreciation will be signed by the member making the request.
k. When a Certificate of Appreciation is to be issued, the City Clerk will advise all members of the Council of the nature and intent of the Certificate. Council members will have five (5) business days to request inclusion on the signature block and provide said signature.

B. Presentation

a. Certificates of Appreciation shall be presented by the requesting elected official (i.e., Mayor or Councilmember). They may be presented at a regular or special Council meeting pending the availability of the elected official. However, Certificates of Appreciation need not be presented at an official meeting of the Council and may be presented at a local recognition event.
b. The person or group may elect to receive the Certificate of Appreciation by collecting the certificate in-person from the City Clerk's Office.

5. Congratulatory Certificate

Congratulatory Certificates are intended to congratulate someone on their milestone or significant achievement and may be issued to individuals, groups, or organizations within the City.

Congratulatory Certificates may be issued for significant:

a. Milestone Birthdays
b. Groundbreaking Ceremonies
c. Ribbon Cutting/Grand Opening Ceremonies

A. Procedures

a. Requests shall be in writing and made 14 days before the requested date. Requests shall include:
    i. Date of event.
    ii. To whom the Congratulatory Certificate will be addressed
    iii. The purpose or reason for the Congratulatory Certificate
    iv. At least three (3), but no more than five (5), descriptive statements about the nature of the event to be recognized.
    v. How or why the recognition has local significance.
    vi. If applicable, date of event where Certificate will be awarded or desired Council meeting date.
b. Requests may be made by individual members of the City Council.
c. A vote of the Council is not required. The City Clerk will issue the Congratulatory Certificate upon approval of the request by the City Manager.
d. When requested by a member of the public, all Congratulatory Certificates will be signed by the Mayor.
e. When requested by a member of the Council, the Congratulatory Certificate will be signed by the member making the request.
f. When a Congratulatory Certificate is to be issued, the City Clerk will advise all members of the Council of the nature and intent of the Certificate. Council members will have five (5) business days to request inclusion on the signature block and provide said signature.

B. Presentation

a. Congratulatory Certificates shall be presented by the requesting elected official (i.e., Mayor or Councilmember) at a celebratory event, outside of a regular or Special Council meeting, pending their availability.
b. The person or group may elect to receive the Congratulatory Certificate by collecting the certificate in-person from the City Clerk's Office.

6. Outgoing Mayor and Councilmembers

Outgoing elected officials of the City shall receive a City plaque commemorating their service to the City. Said plaque shall be presented at their final City Council meeting. In addition to the plaque, the outgoing Mayor shall receive a gavel. Arrangements for such recognition shall be made by the City Clerk without need for a specific request.

7. Distinguished Visitor

Visiting dignitaries shall receive a City recognition certificate honoring their civic achievements and contributions to the City of Madera's economic, social, or cultural well-being. Such certificate will be prepared to the extent possible contingent on prior notification of an impending visit. The City Clerk, in collaboration with the City Manager, will endeavor to provide visiting dignitaries with appropriate recognition certificates and applicable City of Madera memorabilia to commemorate the visit.

Attachment 1: List of Annual Proclamations

Table 1: *List of annual Proclamations for calendar year 2023* (1)		
Month	*Proclamation*	*Recipient*
January	Human Trafficking Awareness and Prevention Month	CAPMC – Victim Services
	National Mentoring Month	Big Brothers Big Sisters
	National Law Enforcement Appreciation Day – 1/9/23	Police Department
February	Black History Month	Recipient at the discretion of Council
March	Red Cross Month	American Red Cross
April	Sexual Assault Awareness Month	CAPMC – Victim Services
May	Firefighters Day – 5/4/23	Fire Department
	Public Service Week	Local Government Employees
	Public Works Week	Public Works Department
	CASA Awareness Month	CASA of Madera & Fresno Counties
	Relay for Life	Relay for Life
	Letter Carriers' Stamp Out Hunger Food Drive Day	United States Postal Service
June	Pride Month	Planned Parenthood
	Juneteenth Day	Recipient at the discretion of Council
July	None at this time.	-
August	National Senior Citizens Day; 8/21/23	City Senior Program
September	Old Timers Week	Madera County Historical Society
October	Breast Cancer Awareness Month	Recipient at the discretion of Council
	Disability Awareness Month	City of Madera ADA Council
	Domestic Violence Awareness Month	CAPMC – Victim Services
November	Small Business Saturday; 11/25/23	Recipient at the discretion of Council
December	None at this time.	-
(1) Red font indicates new in 2023		

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: E-2

SUBJECT:

Direction Regarding City Council Member Golf Course Advisory Committee Appointment

RECOMMENDATION:

Adopt a Resolution Approving an Appointment of a City Councilmember to the Golf Course Advisory Committee

SUMMARY:

During the June 21, 2023, regular meeting of the City Council, staff presented the Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management, Inc. The Ninth Amendment extended the term of the lease agreement to five years and made various economic modifications. One of the new terms included the formation of a Golf Course Advisory Committee (Committee). The Committee will be comprised of a seven-member body with one member from City Council.

Staff is requesting direction regarding the selection and appointment of a Councilmember to the Committee.

DISCUSSION:

Upon approval of the Ninth Amendment Madera Municipal Golf Course Operation and Management Lease Agreement with SGM Inc., there is a need to appoint a Councilmember to the newly established Committee. As initially presented to Council on June 21, 2023, the report referenced the Committee as a six-member body. Upon Council suggestion and approval, a seventh Committee member position was to be added to the Committee composition, bringing the total Committee members to a seven-member body. The seventh member is a non-golfer at-large community member. Thus, bringing the final Committee composition as follows:

1. One City Council Member
2. Parks Director
3. SGM Representative
4. Service Organization Representative
5. Golfer/At-large Community Member
6. Food and Beverage Director/Representative
7. Non-Golfer/At-large Community Member

Upon Council suggestion and approval, the final Committee appointments are to be mutually agreed upon by both parties; City Council and SGM Inc. City staff and SGM Inc. will work to finalize the remaining recommendations to Council.

Per the agreement, the first meeting of the Committee shall occur on or before the week of August 21, 2023.

FINANCIAL IMPACT:

There is no anticipated financial impact for a Council appointment to the Golf Course Committee, as committee members will not be compensated.

ALTERNATIVES:

No alternatives to a Council appointment to the Golf Course Advisory Committee.

ATTACHMENTS:

1. Resolution – City Council Member Golf Course Committee Advisory Appointment

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING A COUNCIL MEMBER TO THE GOLF COURSE ADVISORY COMMITTEE

WHEREAS, the City of Madera (City) owns the Madera Municipal Golf Course, hereinafter called golf course for use and benefit of the public; and

WHEREAS, the City desires to provide the highest level of service to the community of Madera by providing an improved golf course facility and related operations; and

WHERAS, the City and SGM Inc. DBA Sierra Golf Management Inc. (SGM) entered into a Ninth Amendment to the Madera Municipal Golf Course Operation and Management Lease Agreement with SGM on June 21, 2023; and

WHEREAS, the Amendment extends the Agreement five-years to agreement to June 21, 2028; and

WHEREAS, a new term of the Amendment was the formation of a Golf Course Advisory Committee (Committee); and

WHEREAS, the Committee is to be comprised of a seven-member group comprised of a City Council Member, Parks Director, SGM Representative, Service Organization Representative, Golfer/At-Large Community Member, Food & Beverage Director/Representative, and a Non-Golfer/At-Large Community Member; and

WHEREAS, the Committee representatives are to be mutually agreed upon by City Council and SGM; and

WHEREAS, there is a need at this point to appoint a City Council Member to the Committee.

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

1. The above recitals are true and correct.
2. _____ is appointed to the Golf Course Committee.
3. This Resolution is effective immediately upon adoption.

****

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: July 19, 2023

Agenda Number: E-3

SUBJECT:

Informational report on the implementation of the Madera Transit Plan

RECOMMENDATION:

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

SUMMARY:

Since 2021, staff (with Council's approval) has been collaborating with WSP USA Inc. (Consultant) to develop and implement the Madera Transit Plan – Service Assessment (MTP). The following milestones have been achieved:

- Council approved a contract on April 21, 2021 with the Consultant to complete Phase One of the MTP, which involved the development of the Madera Metro Service Design Guidelines and the Madera Transit Plan.
- Council adopted the Service Design Guidelines and the Madera Transit Plan on September 21, 2022
- Council awarded a contract on July 20, 2022 to the Consultant for Phase Two of the MTP, which involved redesigning and restructuring the Transit System with input from Madera's citizens.
- Council approved a revised Fixed Route Service System on April 19, 2023 based on the recommendations made by staff and the Consultant.

The new fixed routes were anticipated to go into service on July 1, 2023. However, due to supply delays and other challenges, staff now anticipates that service on the new routes will commence by the end of August 2023. All of these initiatives were funded with various State of California grants.

DISCUSSION:

The Madera Transit Plan – Services Assessment (MTP) was designed to contribute to the 2014 Regional Transportation Plan (RTP) goals and the regional 2017 Active Transportation Plan (ATP). The MTP was implemented in two Phases to capture the complete design of the revised Madera Metro Fixed Route System.

Phase 1 of the Madera Transit Plan was the Services Assessment component. Phase Two of the Service Agreement targeted Outreach and Network Implementation. The Network Implementation component of Phase Two focused on strategies and the development of resources to notify the community of the proposed changes to the Madera Metro Transit System.

Council has been supportive of efforts to revamp the City's Transit system, as evidenced by the following votes:

- Council approved a contract on April 21, 2021, with the Consultant to complete Phase One of the MTP.
- Council adopted the Service Design Guidelines and the Madera Transit Plan on September 21, 2022.
- On July 20, 2022, the Consultant was awarded the Phase Two Agreement – "Outreach and Implementation."
- Council approved by Resolution No. 23-49 the authorization of a revised Fixed Route Service System on April 19. 2023.

The revised Fixed Route System resulted in an increase in routes, new route names, and new route identifiers.

1. An additional route was added to the Fixed Route System. This additional route increases equitable access throughout city limits. Staff anticipates this addition will increase ridership.
2. Route names were changed from simply including a number (ex. Route 1) to including a number, color, and shape. The shift to multiple modes of route identification is intended to target individuals with different capacities, thus promoting inclusion. The new bus stop identifier signs will include the color, route number, and shape:

    a. Purple Line Route 1, Square
    b. Orange Line Route 2, Triangle
    c. Green Line Route 3, Circle
    d. Blue Line Route 4, Diamond

To date, staff has finalized the following:

1. A new Madera Metro Transit brochure
2. Individual route maps
3. All systems map
4. Designed new bus stop identification signs

5. Procured bus stop equipment

Despite staff's anticipation to implement the newly designed routes on July 1, 2023, staff faced a few challenges.

- The current routes had to remain active through June 30, 2023. An abrupt change to the new routes on July 1, 2023 would likely cause community concern and questions.
- Staff determined it prudent to update the bus stop identification signs according to the new route names. However, there is a slight delay in the delivery of the signs. The expected delivery date is around July 23, 2023.

Staff will begin finalizing the transition by:

- Providing public notice of bus stop closures/new bus stop locations
- Removing bus stops
- Relocating bus stops
- Relocating bus shelters
- Installing new bus stop identification signs

Staff anticipates full completion of the project by August 2023.

FINANCIAL IMPACT:

Transit expenses and personnel time is expended through Local Transportation Funds and other Transit-related grants, which are Federal, State, and Local Funds. The total length of the agreement with WSP USA, Inc. was funded through State Funds (Caltrans Planning Grant and State Transit Assistance Funds). Transit Amenities were funded by the Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA).

ALTERNATIVES:

This is an informational item only.

ATTACHMENTS:

1. Madera Metro Brochure
2. All Systems and Individual Routes Maps
3. Bus Stop Identification Sign

GREEN LINE ROUTE 3 / LÍNEA VERDE RUTA 3 — WEEKDAY SCHEDULE / HORARIO DURANTE LA SEMANA

INBOUND / ENTRANTE											
Walgreens and Cleveland Avenue ▲	**7:15AM**	**8:15AM**	**9:15AM**	**10:15AM**	**11:15AM**	**12:15PM**	**1:15PM**	**2:15PM**	**3:15PM**	**4:15PM**	**5:15PM**
Cleveland Avenue and Schnoor Street - Food 4 Less	7:18AM	8:18AM	9:18AM	10:18AM	11:18AM	12:18PM	1:18PM	2:18PM	3:18PM	4:18PM	5:18PM
Sunset Avenue and Accornero Street	7:22AM	8:22AM	9:22AM	10:22AM	11:22AM	12:22PM	1:22PM	2:22PM	3:22PM	4:22PM	5:22PM
Sunset Avenue and Pine Street - Thomas Jefferson Middle School	7:24AM	8:24AM	9:24AM	10:24AM	11:24AM	12:24PM	1:24PM	2:24PM	3:24PM	4:24PM	5:24PM
4th Street and J Street - St Joachim's Catholic Church	7:26AM	8:26AM	9:26AM	10:26AM	11:26AM	12:26PM	1:26PM	2:26PM	3:26PM	4:26PM	5:26PM
4th Street and G Street - Madera County Government Center	7:28AM	8:28AM	9:28AM	10:28AM	11:28AM	12:28PM	1:28PM	2:28PM	3:28PM	4:28PM	5:28PM
Intermodal Center Bus Station ▲	**7:31AM**	**8:31AM**	**9:31AM**	**10:31AM**	**11:31AM**	**12:31PM**	**1:31PM**	**2:31PM**	**3:31PM**	**4:31PM**	**5:31PM**
Yosemite Avenue and G Street	7:34AM	8:34AM	9:34AM	10:34AM	11:34AM	12:34PM	1:34PM	2:34PM	3:34PM	4:34PM	5:34PM
Yosemite Avenue and L Street - Noble Credit Union	7:36AM	8:36AM	9:36AM	10:36AM	11:36AM	12:36PM	1:36PM	2:36PM	3:36PM	4:36PM	5:36PM
Yosemite Avenue and O Street - Natural Vision	7:37AM	8:37AM	9:37AM	10:37AM	11:37AM	12:37PM	1:37PM	2:37PM	3:37PM	4:37PM	5:37PM
Stadium Road at Madison Elementary School	7:40AM	8:40AM	9:40AM	10:40AM	11:40AM	12:40PM	1:40PM	2:40PM	3:40PM	4:40PM	5:40PM
Stadium Road and Almond Avenue	7:41AM	8:41AM	9:41AM	10:41AM	11:41AM	12:41PM	1:41PM	2:41PM	3:41PM	4:41PM	5:41PM
Stadium Road and Gary Lane - Alpha Elementary School	7:42AM	8:42AM	9:42AM	10:42AM	11:42AM	12:42PM	1:42PM	2:42PM	3:42PM	4:42PM	5:42PM
Stadium Road and Avenue 13	7:43AM	8:43AM	9:43AM	10:43AM	11:43AM	12:43PM	1:43PM	2:43PM	3:43PM	4:43PM	5:43PM
Avenue 13 and Concord Court	7:44AM	8:44AM	9:44AM	10:44AM	11:44AM	12:44PM	1:44PM	2:44PM	3:44PM	4:44PM	5:44PM
Avenue 13 and Raymond Thomas Street	7:46AM	8:46AM	9:46AM	10:46AM	11:46AM	12:46PM	1:46PM	2:46PM	3:46PM	4:46PM	5:46PM
Tozer Street and Lada Avenue	7:49AM	8:49AM	9:49AM	10:49AM	11:49AM	12:49PM	1:49PM	2:49PM	3:49PM	4:49PM	5:49PM
Madera County Department of Corrections ▲	**7:51AM**	**8:51AM**	**9:51AM**	**10:51AM**	**11:51AM**	**12:51PM**	**1:51PM**	**2:51PM**	**3:51PM**	**4:51PM**	**5:51PM**
Tozer Street and Lada Avenue - Cottonwood Creek Apartments	7:54AM	8:54AM	9:54AM	10:54AM	11:54AM	12:54PM	1:54PM	2:54PM	3:54PM	4:54PM	5:54PM
Madera Community College	8:04AM	9:04AM	10:04AM	11:04AM	12:04PM	1:04PM	2:04PM	3:04PM	4:04PM	5:04PM	6:04PM
OUTBOUND / SALIENTE											
Madera Community College	8:15AM	9:15AM	10:15AM	11:15AM	12:15PM	1:15PM	2:15PM	3:15PM	4:15PM	5:15PM	6:15PM
Tozer Street and Lada Avenue	8:25AM	9:25AM	10:25AM	11:25AM	12:25PM	1:25PM	2:25PM	3:25PM	4:25PM	5:25PM	6:25PM
Madera County Department of Corrections ▲	**8:27AM**	**9:27AM**	**10:27AM**	**11:27AM**	**12:27PM**	**1:27PM**	**2:27PM**	**3:27PM**	**4:27PM**	**5:27PM**	**6:27PM**
Tozer Street and Lada Avenue - Cottonwood Creek Apartments	8:30AM	9:30AM	10:30AM	11:30AM	12:30PM	1:30PM	2:30PM	3:30PM	4:30PM	5:30PM	6:30PM
Avenue 13 and Raymond Thomas Street	8:33AM	9:33AM	10:33AM	11:33AM	12:33PM	1:33PM	2:33PM	3:33PM	4:33PM	5:33PM	6:33PM
Avenue 13 and Concord Court	8:35AM	9:35AM	10:35AM	11:35AM	12:35PM	1:35PM	2:35PM	3:35PM	4:35PM	5:35PM	6:35PM
Stadium Road and Avenue 13	8:36AM	9:36AM	10:36AM	11:36AM	12:36PM	1:36PM	2:36PM	3:36PM	4:36PM	5:36PM	6:36PM
Stadium Road and Gary Lane	8:37AM	9:37AM	10:37AM	11:37AM	12:37PM	1:37PM	2:37PM	3:37PM	4:37PM	5:37PM	6:37PM
Stadium Road and Almond Avenue	8:38AM	9:38AM	10:38AM	11:38AM	12:38PM	1:38PM	2:38PM	3:38PM	4:38PM	5:38PM	6:38PM
Stadium Road at Madison Elementary School	8:39AM	9:39AM	10:39AM	11:39AM	12:39PM	1:39PM	2:39PM	3:39PM	4:39PM	5:39PM	6:39PM
Yosemite Avenue and O Street	8:42AM	9:42AM	10:42AM	11:42AM	12:42PM	1:42PM	2:42PM	3:42PM	4:42PM	5:42PM	6:42PM
Yosemite Avenue and L Street (Outbond)	8:43AM	9:43AM	10:43AM	11:43AM	12:43PM	1:43PM	2:43PM	3:43PM	4:43PM	5:43PM	6:43PM
Yosemite Avenue and G Street - Courthouse Park	8:45AM	9:45AM	10:45AM	11:45AM	12:45PM	1:45PM	2:45PM	3:45PM	4:45PM	5:45PM	6:45PM
Intermodal Center Bus Station ▲	**8:48AM**	**9:48AM**	**10:48AM**	**11:48AM**	**12:48PM**	**1:48PM**	**2:48PM**	**3:48PM**	**4:48PM**	**5:48PM**	**6:48PM**
4th Street and G Street - Madera City Hall	8:51AM	9:51AM	10:51AM	11:51AM	12:51PM	1:51PM	2:51PM	3:51PM	4:51PM	5:51PM	6:51PM
4th Street and I Street - St. Joachim's Catholic Church	8:53AM	9:53AM	10:53AM	11:53AM	12:53PM	1:53PM	2:53PM	3:53PM	4:53PM	5:53PM	6:53PM
Sunset Avenue and Pine Street - Thomas Jefferson Middle School	8:55AM	9:55AM	10:55AM	11:55AM	12:55PM	1:55PM	2:55PM	3:55PM	4:55PM	5:55PM	6:55PM
Sunset Avenue and Orchard Avenue - Sunset Avenue Church of Christ	8:57AM	9:57AM	10:57AM	11:57AM	12:57PM	1:57PM	2:57PM	3:57PM	4:57PM	5:57PM	6:57PM
Cleveland Avenue and Schnoor Street - Food 4 Less	9:01AM	10:01AM	11:01AM	12:01PM	1:01PM	2:01PM	3:01PM	4:01PM	5:01PM	6:01PM	7:01PM
Walgreens and Cleveland Avenue ▲	**9:04AM**	**10:04AM**	**11:04AM**	**12:04PM**	**1:04PM**	**2:04PM**	**3:04PM**	**4:04PM**	**5:04PM**	**6:04PM**	**7:04PM**

▲ Transfer Stops / Parada de Tranborde

BLUE LINE ROUTE 4 / LÍNEA AZUL RUTA 4 — WEEKDAY SCHEDULE / HORARIO DURANTE LA SEMANA

INBOUND / ENTRANTE								
Walgreens and Cleveland Avenue ▲	**9:00AM**	**10:00AM**	**11:00AM**	**12:00PM**	**1:00PM**	**2:00PM**	**3:00PM**	**4:00PM**
Sherwood Way and Country Club Drive - Vallarta	9:06AM	10:06AM	11:06AM	12:06PM	1:06PM	2:06PM	3:06PM	4:06PM
Sherwood Way and Sonora Street	9:07AM	10:07AM	11:07AM	12:07PM	1:07PM	2:07PM	3:07PM	4:07PM
Sherwood Way and Austin Avenue - Pan-American Community Center	9:08AM	10:08AM	11:08AM	12:08PM	1:08PM	2:08PM	3:08PM	4:08PM
Lake Street and Kennedy Street - Madera Garden Apartments	9:09AM	10:09AM	11:09AM	12:09PM	1:09PM	2:09PM	3:09PM	4:09PM
Lake Street and Ellis Street	9:11AM	10:11AM	11:11AM	12:11PM	1:11PM	2:11PM	3:11PM	4:11PM
Ellis Street and Owens Street - Ezequiel Tafoya Alvarado Academy	9:13AM	10:13AM	11:13AM	12:13PM	1:13PM	2:13PM	3:13PM	4:13PM
Road 26 and Martin Street - Matilda Torres High School	9:15AM	10:15AM	11:15AM	12:15PM	1:15PM	2:15PM	3:15PM	4:15PM
Road 26 and Avenue 19 - Amtrak Station	9:20AM	10:20AM	11:20AM	12:20PM	1:20PM	2:20PM	3:20PM	4:20PM
OUTBOUND / SALIENTE								
Road 26 and Avenue 19 - Amtrak Station	9:30AM	10:30AM	11:30AM	12:30PM	1:30PM	2:30PM	3:30PM	4:30PM
Road 26 and Martin Street - Matilda Torres High School	9:35AM	10:35AM	11:35AM	12:35PM	1:35PM	2:35PM	3:35PM	4:35PM
Ellis Street and Owens Street - Ezequiel Tafoya Alvarado Academy	9:37AM	10:37AM	11:37AM	12:37PM	1:37PM	2:37PM	3:37PM	4:37PM
Lake Street and Ellis Street	9:39AM	10:39AM	11:39AM	12:39PM	1:39PM	2:39PM	3:39PM	4:39PM
Lake Street and Kennedy Street - Madera Garden Apartments	9:41AM	10:41AM	11:41AM	12:41PM	1:41PM	2:41PM	3:41PM	4:41PM
Sherwood Way and Austin Avenue - Pan-American Community Center	9:42AM	10:42AM	11:42AM	12:42PM	1:42PM	2:42PM	3:42PM	4:42PM
Sherwood Way and Sonora Street	9:43AM	10:43AM	11:43AM	12:43PM	1:43PM	2:43PM	3:43PM	4:43PM
Sherwood Way and Country Club Drive - Vallarta	9:44AM	10:44AM	11:44AM	12:44PM	1:44PM	2:44PM	3:44PM	4:44PM
Walgreens and Cleveland Avenue ▲	**9:50AM**	**10:50AM**	**11:50AM**	**12:50PM**	**1:50PM**	**2:50PM**	**3:50PM**	**4:50PM**

MADERA METRO

For additional information, please visit the Madera Transit website at www.Madera.gov/home/department/transit/ (or scan the QR code below), or call us at (559) 661-RIDE (7433).

Para más información, favor de visitar el enlace de Madera Transit al www.Madera.gov/home/department/transit/, o escanee el código QR, o llamenos al (559) 661-RIDE (7433).

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FARES

FIXED ROUTE TRANSIT SERVICE
GENERAL PUBLIC
(ALL AGES) — NO CHARGE

TARIFAS

SERVICIOS DE TRANSITO DE LAS RUTAS FIJAS
PÚBLICO GENERAL
(TODAS EDADES) — NO HAY TARIFAS

ALL ROUTES — HOLIDAY SCHEDULE

New Year's Day	No Service
Martin Luther King's Birthday	Limited Service
President's Day	Limited Service
Memorial Day	Limited Service
Juneteenth	Limited Service
Independence Day	No Service
Labor Day	Limited Service
Columbus Day	Limited Service
Veterans Day	Limited Service
Thanksgiving Day	No Service
Day After Thanksgiving	Limited Service
Christmas Eve	Limited Service
Christmas Day	No Service
New Year's Eve	Limited Service

Limited Service (9AM - 4PM)

TODAS LAS RUTAS — HORARIO PARA DÍAS FESTIVOS

Año Nuevo	No Hay Servicio
Día de Martin Luther King, Jr.	Servicio Limitado
Día de los Presidentes	Servicio Limitado
Día Conmemorativo	Servicio Limitado
Juneteenth	Servicio Limitado
Día de la Independencia	No Hay Servicio
Día Laboral	Servicio Limitado
Día de la Raza	Servicio Limitado
Día de los Veteranos	Servicio Limitado
Día de Acción de Gracias	No Hay Servicio
Día despúes del Día de Acción de Gracias	Servicio Limitado
Nochebuena	Servicio Limitado
Navidad	No Hay Servicio
Nochevieja	Servicio Limitado

Servicio Limitado (9AM - 4PM)

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Escanee el código QR a la izquierda para accesar copias digitales de los mapas individuales o visítenos al www.madera.gov/home/departments/transit/

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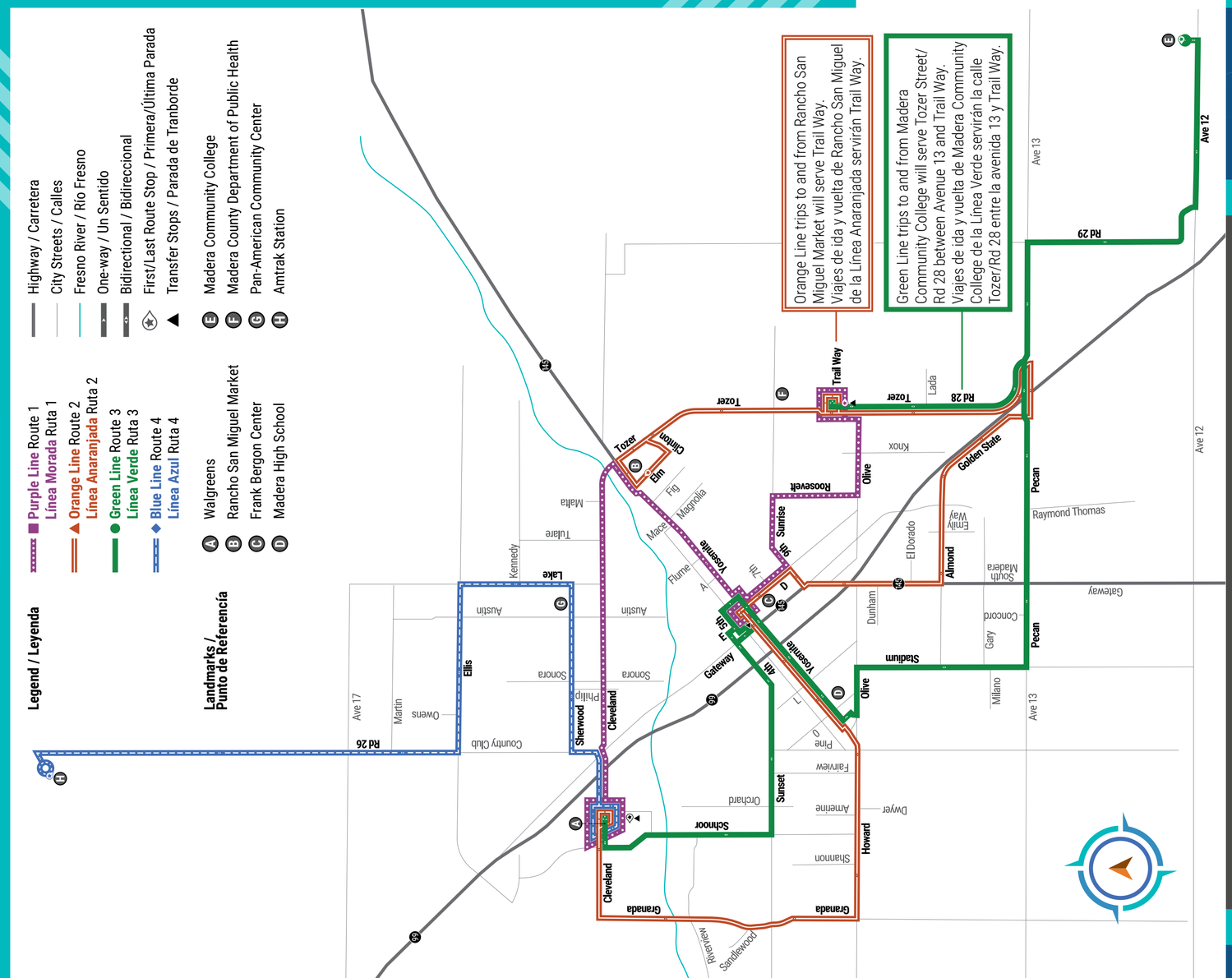


MADERA METRO
THE WAY TO GO

BUS ROUTES
RUTAS DE LOS AUTOBÚSES

www.madera.gov/home/departments/transit/

(559) 661-RIDE (7433)

▲ Transfer Stops / Parada de Tranborde

PURPLE LINE ROUTE 1 / LÍNEA MORADA RUTA 1

INBOUND / ENTRANTE

WEEKDAY SCHEDULE / HORARIO DURANTE LA SEMANA																														
Walgreens and Cleveland Avenue ▲	7:00AM	7:30AM	8:00AM	8:30AM	9:00AM	9:30AM	10:00AM	10:30AM	11:00AM	11:30AM	12:00PM	12:30PM	1:00PM	1:30PM	2:00PM	2:30PM	3:00PM	3:30PM	4:00PM	4:30PM	5:00PM	5:30PM								
Cleveland Avenue and Sharon Avenue	7:05AM	7:35AM	8:05AM	8:35AM	9:05AM	9:35AM	10:05AM	10:35AM	11:05AM	11:35AM	12:05PM	12:35PM	1:05PM	1:35PM	2:05PM	2:35PM	3:05PM	3:35PM	4:05PM	4:35PM	5:05PM	5:35PM								
Cleveland Avenue and Sonora Street	7:06AM	7:36AM	8:06AM	8:36AM	9:06AM	9:36AM	10:06AM	10:36AM	11:06AM	11:36AM	12:06PM	12:36PM	1:06PM	1:36PM	2:06PM	2:36PM	3:06PM	3:36PM	4:06PM	4:36PM	5:06PM	5:36PM								
Cleveland Avenue and Austin Avenue	7:07AM	7:37AM	8:07AM	8:37AM	9:07AM	9:37AM	10:07AM	10:37AM	11:07AM	11:37AM	12:07PM	12:37PM	1:07PM	1:37PM	2:07PM	2:37PM	3:07PM	3:37PM	4:07PM	4:37PM	5:07PM	5:37PM								
Cleveland Avenue and Lake Street - La Esperanza Food Center	7:08AM	7:38AM	8:08AM	8:38AM	9:08AM	9:38AM	10:08AM	10:38AM	11:08AM	11:38AM	12:08PM	12:38PM	1:08PM	1:38PM	2:08PM	2:38PM	3:08PM	3:38PM	4:08PM	4:38PM	5:08PM	5:38PM								
Cleveland Avenue and Tulare Street	7:09AM	7:39AM	8:09AM	8:39AM	9:09AM	9:39AM	10:09AM	10:39AM	11:09AM	11:39AM	12:09PM	12:39PM	1:09PM	1:39PM	2:09PM	2:39PM	3:09PM	3:39PM	4:09PM	4:39PM	5:09PM	5:39PM								
Cleveland Avenue and Malta Street	7:10AM	7:40AM	8:10AM	8:40AM	9:10AM	9:40AM	10:10AM	10:40AM	11:10AM	11:40AM	12:10PM	12:40PM	1:10PM	1:40PM	2:10PM	2:40PM	3:10PM	3:40PM	4:10PM	4:40PM	5:10PM	5:40PM								
Yosemite Avenue and Elm Street - Rancho San Miguel	7:12AM	7:42AM	8:12AM	8:42AM	9:12AM	9:42AM	10:12AM	10:42AM	11:12AM	11:42AM	12:12PM	12:42PM	1:12PM	1:42PM	2:12PM	2:42PM	3:12PM	3:42PM	4:12PM	4:42PM	5:12PM	5:42PM								
Yosemite Avenue and Fig Street	7:13AM	7:43AM	8:13AM	8:43AM	9:13AM	9:43AM	10:13AM	10:43AM	11:13AM	11:43AM	12:13PM	12:43PM	1:13PM	1:43PM	2:13PM	2:43PM	3:13PM	3:43PM	4:13PM	4:43PM	5:13PM	5:43PM								
Yosemite Avenue and Mace Street	7:14AM	7:44AM	8:14AM	8:44AM	9:14AM	9:44AM	10:14AM	10:44AM	11:14AM	11:44AM	12:14PM	12:44PM	1:14PM	1:44PM	2:14PM	2:44PM	3:14PM	3:44PM	4:14PM	4:44PM	5:14PM	5:44PM								
Yosemite Avenue and Flume Street	7:15AM	7:45AM	8:15AM	8:45AM	9:15AM	9:45AM	10:15AM	10:45AM	11:15AM	11:45AM	12:15PM	12:45PM	1:15PM	1:45PM	2:15PM	2:45PM	3:15PM	3:45PM	4:15PM	4:45PM	5:15PM	5:45PM								
Yosemite Avenue and A Street - Camarena Health	7:16AM	7:46AM	8:16AM	8:46AM	9:16AM	9:46AM	10:16AM	10:46AM	11:16AM	11:46AM	12:16PM	12:46PM	1:16PM	1:46PM	2:16PM	2:46PM	3:16PM	3:46PM	4:16PM	4:46PM	5:16PM	5:46PM								
Intermodal Center Bus Station ▲	7:18AM	7:48AM	8:18AM	8:48AM	9:18AM	9:48AM	10:18AM	10:48AM	11:18AM	11:48AM	12:18PM	12:48PM	1:18PM	1:48PM	2:18PM	2:48PM	3:18PM	3:48PM	4:18PM	4:48PM	5:18PM	5:48PM								
D Street and 7th Street - Frank Bergon Center	7:20AM	7:50AM	8:20AM	8:50AM	9:20AM	9:50AM	10:20AM	10:50AM	11:20AM	11:50AM	12:20PM	12:50PM	1:20PM	1:50PM	2:20PM	2:50PM	3:20PM	3:50PM	4:20PM	4:50PM	5:20PM	5:50PM								
9th Street and D Street	7:21AM	7:51AM	8:21AM	8:51AM	9:21AM	9:51AM	10:21AM	10:51AM	11:21AM	11:51AM	12:21PM	12:51PM	1:21PM	1:51PM	2:21PM	2:51PM	3:21PM	3:51PM	4:21PM	4:51PM	5:21PM	5:51PM								
Sunrise Avenue and Lake Street	7:22AM	7:52AM	8:22AM	8:52AM	9:22AM	9:52AM	10:22AM	10:52AM	11:22AM	11:52AM	12:22PM	12:52PM	1:22PM	1:52PM	2:22PM	2:52PM	3:22PM	3:52PM	4:22PM	4:52PM	5:22PM	5:52PM								
Roosevelt Avenue and Lake Street - McNally Park	7:23AM	7:53AM	8:23AM	8:53AM	9:23AM	9:53AM	10:23AM	10:53AM	11:23AM	11:53AM	12:23PM	12:53PM	1:23PM	1:53PM	2:23PM	2:53PM	3:23PM	3:53PM	4:23PM	4:53PM	5:23PM	5:53PM								
Roosevelt Avenue and A Street	7:24AM	7:54AM	8:24AM	8:54AM	9:24AM	9:54AM	10:24AM	10:54AM	11:24AM	11:54AM	12:24PM	12:54PM	1:24PM	1:54PM	2:24PM	2:54PM	3:24PM	3:54PM	4:24PM	4:54PM	5:24PM	5:54PM								
Olive Avenue and Knox Street	7:25AM	7:55AM	8:25AM	8:55AM	9:25AM	9:55AM	10:25AM	10:55AM	11:25AM	11:55AM	12:25PM	12:55PM	1:25PM	1:55PM	2:25PM	2:55PM	3:25PM	3:55PM	4:25PM	4:55PM	5:25PM	5:55PM								
Madera County Department of Corrections ▲	7:26AM	7:56AM	8:26AM	8:56AM	9:26AM	9:56AM	10:26AM	10:56AM	11:26AM	11:56AM	12:26PM	12:56PM	1:26PM	1:56PM	2:26PM	2:56PM	3:26PM	3:56PM	4:26PM	4:56PM	5:26PM	5:56PM								

OUTBOUND / SALIENTE

Madera County Department of Corrections ▲	7:27AM	7:57AM	8:27AM	8:57AM	9:27AM	9:57AM	10:27AM	10:57AM	11:27AM	11:57AM	12:27PM	12:57PM	1:27PM	1:57PM	2:27PM	2:57PM	3:27PM	3:57PM	4:27PM	4:57PM	5:27PM	5:57PM								
Olive Avenue and Knox Street	7:28AM	7:58AM	8:28AM	8:58AM	9:28AM	9:58AM	10:28AM	10:58AM	11:28AM	11:58AM	12:28PM	12:58PM	1:28PM	1:58PM	2:28PM	2:58PM	3:28PM	3:58PM	4:28PM	4:58PM	5:28PM	5:58PM								
Roosevelt Avenue and A Street	7:29AM	7:59AM	8:29AM	8:59AM	9:29AM	9:59AM	10:29AM	10:59AM	11:29AM	11:59AM	12:29PM	12:59PM	1:29PM	1:59PM	2:29PM	2:59PM	3:29PM	3:59PM	4:29PM	4:59PM	5:29PM	5:59PM								
Roosevelt Avenue and Lake Street	7:30AM	8:00AM	8:30AM	9:00AM	9:30AM	10:00AM	10:30AM	11:00AM	11:30AM	12:00PM	12:30PM	1:00PM	1:30PM	2:00PM	2:30PM	3:00PM	3:30PM	4:00PM	4:30PM	5:00PM	5:30PM	6:00PM								
Sunrise Avenue and Lake Street - Sunrise Terrace Apartments	7:31AM	8:01AM	8:31AM	9:01AM	9:31AM	10:01AM	10:31AM	11:01AM	11:31AM	12:01PM	12:31PM	1:01PM	1:31PM	2:01PM	2:31PM	3:01PM	3:31PM	4:01PM	4:31PM	5:01PM	5:31PM	6:01PM								
9th Street and C Street	7:32AM	8:02AM	8:32AM	9:02AM	9:32AM	10:02AM	10:32AM	11:02AM	11:32AM	12:02PM	12:32PM	1:02PM	1:32PM	2:02PM	2:32PM	3:02PM	3:32PM	4:02PM	4:32PM	5:02PM	5:32PM	6:02PM								
D Street and 7th Street - Camarena Health	7:33AM	8:03AM	8:33AM	9:03AM	9:33AM	10:03AM	10:33AM	11:03AM	11:33AM	12:03PM	12:33PM	1:03PM	1:33PM	2:03PM	2:33PM	3:03PM	3:33PM	4:03PM	4:33PM	5:03PM	5:33PM	6:03PM								
Intermodal Center Bus Station ▲	7:35AM	8:05AM	8:35AM	9:05AM	9:35AM	10:05AM	10:35AM	11:05AM	11:35AM	12:05PM	12:35PM	1:05PM	1:35PM	2:05PM	2:35PM	3:05PM	3:35PM	4:05PM	4:35PM	5:05PM	5:35PM	6:05PM								
Yosemite Avenue and A Street - Camarena Health	7:37AM	8:07AM	8:37AM	9:07AM	9:37AM	10:07AM	10:37AM	11:07AM	11:37AM	12:07PM	12:37PM	1:07PM	1:37PM	2:07PM	2:37PM	3:07PM	3:37PM	4:07PM	4:37PM	5:07PM	5:37PM	6:07PM								
Yosemite Avenue and Flume Street	7:38AM	8:08AM	8:38AM	9:08AM	9:38AM	10:08AM	10:38AM	11:08AM	11:38AM	12:08PM	12:38PM	1:08PM	1:38PM	2:08PM	2:38PM	3:08PM	3:38PM	4:08PM	4:38PM	5:08PM	5:38PM	6:08PM								
Yosemite Avenue and Magnolia Street	7:39AM	8:09AM	8:39AM	9:09AM	9:39AM	10:09AM	10:39AM	11:09AM	11:39AM	12:09PM	12:39PM	1:09PM	1:39PM	2:09PM	2:39PM	3:09PM	3:39PM	4:09PM	4:39PM	5:09PM	5:39PM	6:09PM								
Yosemite Avenue and Fig Street	7:40AM	8:10AM	8:40AM	9:10AM	9:40AM	10:10AM	10:40AM	11:10AM	11:40AM	12:10PM	12:40PM	1:10PM	1:40PM	2:10PM	2:40PM	3:10PM	3:40PM	4:10PM	4:40PM	5:10PM	5:40PM	6:10PM								
Yosemite Avenue and Elm Street - Rancho San Miguel	7:41AM	8:11AM	8:41AM	9:11AM	9:41AM	10:11AM	10:41AM	11:11AM	11:41AM	12:11PM	12:41PM	1:11PM	1:41PM	2:11PM	2:41PM	3:11PM	3:41PM	4:11PM	4:41PM	5:11PM	5:41PM	6:11PM								
Cleveland Avenue and Malta Street - Madera Apartments	7:43AM	8:13AM	8:43AM	9:13AM	9:43AM	10:13AM	10:43AM	11:13AM	11:43AM	12:13PM	12:43PM	1:13PM	1:43PM	2:13PM	2:43PM	3:13PM	3:43PM	4:13PM	4:43PM	5:13PM	5:43PM	6:13PM								
Cleveland Avenue and Kadota Avenue - Lakeland Apartments	7:44AM	8:14AM	8:44AM	9:14AM	9:44AM	10:14AM	10:44AM	11:14AM	11:44AM	12:14PM	12:44PM	1:14PM	1:44PM	2:14PM	2:44PM	3:14PM	3:44PM	4:14PM	4:44PM	5:14PM	5:44PM	6:14PM								
Cleveland Avenue and Lake Street - La Esperanza Food Center	7:45AM	8:15AM	8:45AM	9:15AM	9:45AM	10:15AM	10:45AM	11:15AM	11:45AM	12:15PM	12:45PM	1:15PM	1:45PM	2:15PM	2:45PM	3:15PM	3:45PM	4:15PM	4:45PM	5:15PM	5:45PM	6:15PM								
Cleveland Avenue and Austin Avenue	7:46AM	8:16AM	8:46AM	9:16AM	9:46AM	10:16AM	10:46AM	11:16AM	11:46AM	12:16PM	12:46PM	1:16PM	1:46PM	2:16PM	2:46PM	3:16PM	3:46PM	4:16PM	4:46PM	5:16PM	5:46PM	6:16PM								
Cleveland Avenue and Sonora Street	7:47AM	8:17AM	8:47AM	9:17AM	9:47AM	10:17AM	10:47AM	11:17AM	11:47AM	12:17PM	12:47PM	1:17PM	1:47PM	2:17PM	2:47PM	3:17PM	3:47PM	4:17PM	4:47PM	5:17PM	5:47PM	6:17PM								
Cleveland Avenue and Sharon Avenue - Country Club Village	7:48AM	8:18AM	8:48AM	9:18AM	9:48AM	10:18AM	10:48AM	11:18AM	11:48AM	12:18PM	12:48PM	1:18PM	1:48PM	2:18PM	2:48PM	3:18PM	3:48PM	4:18PM	4:48PM	5:18PM	5:48PM	6:18PM								
Walgreens and Cleveland Avenue ▲	7:53AM	8:23AM	8:53AM	9:23AM	9:53AM	10:23AM	10:53AM	11:23AM	11:53AM	12:23PM	12:53PM	1:23PM	1:53PM	2:23PM	2:53PM	3:23PM	3:53PM	4:23PM	4:53PM	5:23PM	5:53PM	6:23PM								

SATURDAY SCHEDULE / HORARIO DE LOS SABADOS																														
Walgreens and Cleveland Avenue ▲	9:00AM	9:30AM	10:00AM	10:30AM	11:00AM	11:30AM	12:00PM	12:30PM	1:00PM	1:30PM	2:00PM	2:30PM	3:00PM																	
Cleveland Avenue and Sharon Avenue	9:05AM	9:35AM	10:05AM	10:35AM	11:05AM	11:35AM	12:05PM	12:35PM	1:05PM	1:35PM	2:05PM	2:35PM	3:05PM																	
Cleveland Avenue and Sonora Street	9:06AM	9:36AM	10:06AM	10:36AM	11:06AM	11:36AM	12:06PM	12:36PM	1:06PM	1:36PM	2:06PM	2:36PM	3:06PM																	
Cleveland Avenue and Austin Avenue	9:07AM	9:37AM	10:07AM	10:37AM	11:07AM	11:37AM	12:07PM	12:37PM	1:07PM	1:37PM	2:07PM	2:37PM	3:07PM																	
Cleveland Avenue and Lake Street - La Esperanza Food Center	9:08AM	9:38AM	10:08AM	10:38AM	11:08AM	11:38AM	12:08PM	12:38PM	1:08PM	1:38PM	2:08PM	2:38PM	3:08PM																	
Cleveland Avenue and Tulare Street	9:09AM	9:39AM	10:09AM	10:39AM	11:09AM	11:39AM	12:09PM	12:39PM	1:09PM	1:39PM	2:09PM	2:39PM	3:09PM																	
Cleveland Avenue and Malta Street	9:10AM	9:40AM	10:10AM	10:40AM	11:10AM	11:40AM	12:10PM	12:40PM	1:10PM	1:40PM	2:10PM	2:40PM	3:10PM																	
Yosemite Avenue and Elm Street - Rancho San Miguel	9:12AM	9:42AM	10:12AM	10:42AM	11:12AM	11:42AM	12:12PM	12:42PM	1:12PM	1:42PM	2:12PM	2:42PM	3:12PM																	
Yosemite Avenue and Fig Street	9:13AM	9:43AM	10:13AM	10:43AM	11:13AM	11:43AM	12:13PM	12:43PM	1:13PM	1:43PM	2:13PM	2:43PM	3:13PM																	
Yosemite Avenue and Mace Street	9:14AM	9:44AM	10:14AM	10:44AM	11:14AM	11:44AM	12:14PM	12:44PM	1:14PM	1:44PM	2:14PM	2:44PM	3:14PM																	
Yosemite Avenue and Flume Street	9:15AM	9:45AM	10:15AM	10:45AM	11:15AM	11:45AM	12:15PM	12:45PM	1:15PM	1:45PM	2:15PM	2:45PM	3:15PM																	
Yosemite Avenue and A Street - Camarena Health	9:16AM	9:46AM	10:16AM	10:46AM	11:16AM	11:46AM	12:16PM	12:46PM	1:16PM	1:46PM	2:16PM	2:46PM	3:16PM																	
Intermodal Center Bus Station ▲	9:18AM	9:48AM	10:18AM	10:48AM	11:18AM	11:48AM	12:18PM	12:48PM	1:18PM	1:48PM	2:18PM	2:48PM	3:18PM																	
D Street and 7th Street - Frank Bergon Center	9:20AM	9:50AM	10:20AM	10:50AM	11:20AM	11:50AM	12:20PM	12:50PM	1:20PM	1:50PM	2:20PM	2:50PM	3:20PM																	
9th Street and D Street	9:21AM	9:51AM	10:21AM	10:51AM	11:21AM	11:51AM	12:21PM	12:51PM	1:21PM	1:51PM	2:21PM	2:51PM	3:21PM																	
Sunrise Avenue and Lake Street	9:22AM	9:52AM	10:22AM	10:52AM	11:22AM	11:52AM	12:22PM	12:52PM	1:22PM	1:52PM	2:22PM	2:52PM	3:22PM																	
Roosevelt Avenue and Lake Street - McNally Park	9:23AM	9:53AM	10:23AM	10:53AM	11:23AM	11:53AM	12:23PM	12:53PM	1:23PM	1:53PM	2:23PM	2:53PM	3:23PM																	
Roosevelt Avenue and A Street	9:24AM	9:54AM	10:24AM	10:54AM	11:24AM	11:54AM	12:24PM	12:54PM	1:24PM	1:54PM	2:24PM	2:54PM	3:24PM																	
Olive Avenue and Knox Street	9:25AM	9:55AM	10:25AM	10:55AM	11:25AM	11:55AM	12:25PM	12:55PM	1:25PM	1:55PM	2:25PM	2:55PM	3:25PM																	
Madera County Department of Corrections ▲	9:26AM	9:56AM	10:26AM	10:56AM	11:26AM	11:56AM	12:26PM	12:56PM	1:26PM	1:56PM	2:26PM	2:56PM	3:26PM																	

SATURDAY SCHEDULE / HORARIO DE LOS SABADOS																														
Madera County Department of Corrections ▲	9:27AM	9:57AM	10:27AM	10:57AM	11:27AM	11:57AM	12:27PM	12:57PM	1:27PM	1:57PM	2:27PM	2:57PM	3:27PM																	
Olive Avenue and Knox Street	9:28AM	9:58AM	10:28AM	10:58AM	11:28AM	11:58AM	12:28PM	12:58PM	1:28PM	1:58PM	2:28PM	2:58PM	3:28PM																	
Roosevelt Avenue and A Street	9:29AM	9:59AM	10:29AM	10:59AM	11:29AM	11:59AM	12:29PM	12:59PM	1:29PM	1:59PM	2:29PM	2:59PM	3:29PM																	
Roosevelt Avenue and Lake Street	9:30AM	10:00AM	10:30AM	11:00AM	11:30AM	12:00PM	12:30PM	1:00PM	1:30PM	2:00PM	2:30PM	3:00PM	3:30PM																	
Sunrise Avenue and Lake Street - Sunrise Terrace Apartments	9:31AM	10:01AM	10:31AM	11:01AM	11:31AM	12:01PM	12:31PM	1:01PM	1:31PM	2:01PM	2:31PM	3:01PM	3:31PM																	
9th Street and C Street	9:32AM	10:02AM	10:32AM	11:02AM	11:32AM	12:02PM	12:32PM	1:02PM	1:32PM	2:02PM	2:32PM	3:02PM	3:32PM																	
D Street and 7th Street - Camarena Health	9:33AM	10:03AM	10:33AM	11:03AM	11:33AM	12:03PM	12:33PM	1:03PM	1:33PM	2:03PM	2:33PM	3:03PM	3:33PM																	
Intermodal Center Bus Station ▲	9:35AM	10:05AM	10:35AM	11:05AM	11:35AM	12:05PM	12:35PM	1:05PM	1:35PM	2:05PM	2:35PM	3:05PM	3:35PM																	
Yosemite Avenue and A Street - Camarena Health	9:37AM	10:07AM	10:37AM	11:07AM	11:37AM	12:07PM	12:37PM	1:07PM	1:37PM	2:07PM	2:37PM	3:07PM	3:37PM																	
Yosemite Avenue and Flume Street	9:38AM	10:08AM	10:38AM	11:08AM	11:38AM	12:08PM	12:38PM	1:08PM	1:38PM	2:08PM	2:38PM	3:08PM	3:38PM																	
Yosemite Avenue and Magnolia Street	9:39AM	10:09AM	10:39AM	11:09AM	11:39AM	12:09PM	12:39PM	1:09PM	1:39PM	2:09PM	2:39PM	3:09PM	3:39PM																	
Yosemite Avenue and Fig Street	9:40AM	10:10AM	10:40AM	11:10AM	11:40AM	12:10PM	12:40PM	1:10PM	1:40PM	2:10PM	2:40PM	3:10PM	3:40PM																	
Yosemite Avenue and Elm Street - Rancho San Miguel	9:41AM	10:11AM	10:41AM	11:11AM	11:41AM	12:11PM	12:41PM	1:11PM	1:41PM	2:11PM	2:41PM	3:11PM	3:41PM																	
Cleveland Avenue and Malta Street - Madera Apartments	9:43AM	10:13AM	10:43AM	11:13AM	11:43AM	12:13PM	12:43PM	1:13PM	1:43PM	2:13PM	2:43PM	3:13PM	3:43PM																	
Cleveland Avenue and Kadota Avenue - Lakeland Apartments	9:44AM	10:14AM	10:44AM	11:14AM	11:44AM	12:14PM	12:44PM	1:14PM	1:44PM	2:14PM	2:44PM	3:14PM	3:44PM																	
Cleveland Avenue and Lake Street - La Esperanza Food Center	9:45AM	10:15AM	10:45AM	11:15AM	11:45AM	12:15PM	12:45PM	1:15PM	1:45PM	2:15PM	2:45PM	3:15PM	3:45PM																	
Cleveland Avenue and Austin Avenue	9:46AM	10:16AM	10:46AM	11:16AM	11:46AM	12:16PM	12:46PM	1:16PM	1:46PM	2:16PM	2:46PM	3:16PM	3:46PM																	
Cleveland Avenue and Sonora Street	9:47AM	10:17AM	10:47AM	11:17AM	11:47AM	12:17PM	12:47PM	1:17PM	1:47PM	2:17PM	2:47PM	3:17PM	3:47PM																	
Cleveland Avenue and Sharon Avenue - Country Club Village	9:48AM	10:18AM	10:48AM	11:18AM	11:48AM	12:18PM	12:48PM	1:18PM	1:48PM	2:18PM	2:48PM	3:18PM	3:48PM																	
Walgreens and Cleveland Avenue ▲	9:53AM	10:23AM	10:53AM	11:23AM	11:53AM	12:23PM	12:53PM	1:23PM	1:53PM	2:23PM	2:53PM	3:23PM	3:53PM																	

ORANGE LINE ROUTE 2 / LÍNEA ANARANJADA RUTA 2

INBOUND / ENTRANTE

WEEKDAY SCHEDULE / HORARIO DURANTE LA SEMANA												
Walgreens and Cleveland Avenue ▲	7:00AM	8:00AM	9:00AM	10:00AM	11:00AM	12:00PM	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	
Cleveland Avenue and Schnoor Street	7:02AM	8:02AM	9:02AM	10:02AM	11:02AM	12:02PM	1:02PM	2:02PM	3:02PM	4:02PM	5:02PM	
Granada Drive and Pinewood Drive	7:05AM	8:05AM	9:05AM	10:05AM	11:05AM	12:05PM	1:05PM	2:05PM	3:05PM	4:05PM	5:05PM	
Granada Drive and Sandlewood Drive	7:06AM	8:06AM	9:06AM	10:06AM	11:06AM	12:06PM	1:06PM	2:06PM	3:06PM	4:06PM	5:06PM	
Howard Road and Shannon Avenue - Lion's Town and County Park	7:09AM	8:09AM	9:10AM	10:10AM	11:10AM	12:10PM	1:10PM	2:10PM	3:10PM	4:10PM	5:10PM	
Howard Road and Amerine Avenue	7:10AM	8:10AM	9:10AM	10:10AM	11:10AM	12:10PM	1:10PM	2:10PM	3:10PM	4:10PM	5:10PM	
Howard Road and Fairview Avenue	7:11AM	8:11AM	9:11AM	10:11AM	11:11AM	12:11PM	1:11PM	2:11PM	3:11PM	4:11PM	5:11PM	
Yosemite Avenue and O Street	7:13AM	8:13AM	9:13AM	10:13AM	11:13AM	12:13PM	1:13PM	2:13PM	3:13PM	4:13PM	5:13PM	
Yosemite Avenue and L Street	7:14AM	8:14AM	9:14AM	10:14AM	11:14AM	12:14PM	1:14PM	2:14PM	3:14PM	4:14PM	5:14PM	
Yosemite Avenue and G Street - Courthouse Park	7:16AM	8:16AM	9:16AM	10:16AM	11:16AM	12:16PM	1:16PM	2:16PM	3:16PM	4:16PM	5:16PM	
Intermodal Center Bus Station ▲	7:19AM	8:19AM	9:19AM	10:19AM	11:19AM	12:19PM	1:19PM	2:19PM	3:19PM	4:19PM	5:19PM	
D Street and 7th Street - Frank Bergon Center	7:21AM	8:21AM	9:21AM	10:21AM	11:21AM	12:21PM	1:21PM	2:21PM	3:21PM	4:21PM	5:21PM	
Madera Avenue and Gateway Drive	7:23AM	8:23AM	9:23AM	10:23AM	11:23AM	12:23PM	1:23PM	2:23PM	3:23PM	4:23PM	5:23PM	
Madera Avenue and Dunham Street	7:25AM	8:25AM	9:25AM	10:25AM	11:25AM	12:25PM	1:25PM	2:25PM	3:25PM	4:25PM	5:25PM	
Madera Avenue and El Dorado Drive - Laguna Knolls Apartments	7:26AM	8:26AM	9:26AM	10:26AM	11:26AM	12:26PM	1:26PM	2:26PM	3:26PM	4:26PM	5:26PM	
Almond Avenue and Madera Avenue - Madera Early Childhood Education	7:28AM	8:28AM	9:28AM	10:28AM	11:28AM	12:28PM	1:28PM	2:28PM	3:28PM	4:28PM	5:28PM	
Almond Avenue and Emily Way	7:29AM	8:29AM	9:29AM	10:29AM	11:29AM	12:29PM	1:29PM	2:29PM	3:29PM	4:29PM	5:29PM	
Almond Avenue and SR 99	7:30AM	8:30AM	9:30AM	10:30AM	11:30AM	12:30PM	1:30PM	2:30PM	3:30PM	4:30PM	5:30PM	
Tozer Street and Lada Avenue	7:34AM	8:34AM	9:34AM	10:34AM	11:34AM	12:34PM	1:34PM	2:34PM	3:34PM	4:34PM	5:34PM	
Madera County Department of Corrections ▲	7:36AM	8:36AM	9:36AM	10:36AM	11:36AM	12:36PM	1:36PM	2:36PM	3:36PM	4:36PM	5:36PM	
Tozer Street and Sunrise Avenue	7:38AM	8:38AM	9:38AM	10:38AM	11:38AM	12:38PM	1:38PM	2:38PM	3:38PM	4:38PM	5:38PM	
Clinton Street and Tozer Street	7:40AM	8:40AM	9:40AM	10:40AM	11:40AM	12:40PM	1:40PM	2:40PM	3:40PM	4:40PM	5:40PM	
Elm Street and Santa Fe Street - Rancho San Miguel	7:42AM	8:42AM	9:42AM	10:42AM	11:42AM	12:42PM	1:42PM	2:42PM	3:42PM	4:42PM	5:42PM	

OUTBOUND / SALIENTE

Elm Street and Santa Fe Street - Rancho San Miguel	8:00AM	9:00AM	10:00AM	11:00AM	12:00PM	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	6:00PM	
Tozer Street and Clinton Street	8:02AM	9:02AM	10:02AM	11:02AM	12:02PM	1:02PM	2:02PM	3:02PM	4:02PM	5:02PM	6:02PM	
Tozer Street and Sunrise Avenue	8:04AM	9:04AM	10:04AM	11:04AM	12:04PM	1:04PM	2:04PM	3:04PM	4:04PM	5:04PM	6:04PM	
Madera County Department of Corrections ▲	8:06AM	9:06AM	10:06AM	11:06AM	12:06PM	1:06PM	2:06PM	3:06PM	4:06PM	5:06PM	6:06PM	
Tozer Street and Lada Avenue - Cottonwood Creek Apartments	8:08AM	9:08AM	10:08AM	11:08AM	12:08PM	1:08PM	2:08PM	3:08PM	4:08PM	5:08PM	6:08PM	
Almond

ALL LINES SYSTEM MAP TODAS LAS LÍNEAS MAPA DEL SISTEMA

MADERA METRO
THE WAY TO GO

Legend / Leyenda

- Purple Line Route 1 / Línea Morada Ruta 1
- Orange Line Route 2 / Línea Anaranjada Ruta 2
- Green Line Route 3 / Línea Verde Ruta 3
- Blue Line Route 4 / Línea Azul Ruta 4

- Highway / Carretera
- City Streets / Calles
- Fresno River / Río Fresno
- One-way / Un Sentido
- Bidirectional / Bidireccional
- First/Last Route Stop / Primera/Última Parada
- Transfer Stops / Parada de Tranborde

Landmarks / Punto de Referencía

- A Walgreens
- B Rancho San Miguel Market
- C Frank Bergon Center
- D Madera High School
- E Madera Community College
- F Madera County Department of Public Health
- G Pan-American Community Center
- H Amtrak Station

Orange Line trips to and from Rancho San Miguel Market will serve Trail Way.
Viajes de ida y vuelta de Rancho San Miguel de la Línea Anaranjada servirán Trail Way.

Green Line trips to and from Madera Community College will serve Tozer Street/Rd 28 between Avenue 13 and Trail Way.
Viajes de ida y vuelta de Madera Community College de la Línea Verde servirán la calle Tozer/Rd 28 entre la avenida 13 y Trail Way.

Map Updated / Mapa Actualizado xx/xx/xxxx

Quick Jump / Brinca Rápida

PURPLE LINE ROUTE 1 / LÍNEA MORADA RUTA 1
ORANGE LINE ROUTE 2 / LÍNEA ANARANJADA RUTA 2
GREEN LINE ROUTE 3 / LÍNEA VERDE RUTA 3
BLUE LINE ROUTE 4 / LÍNEA AZUL RUTA 4

PURPLE LINE ROUTE 1 ■ LÍNEA MORADA RUTA 1

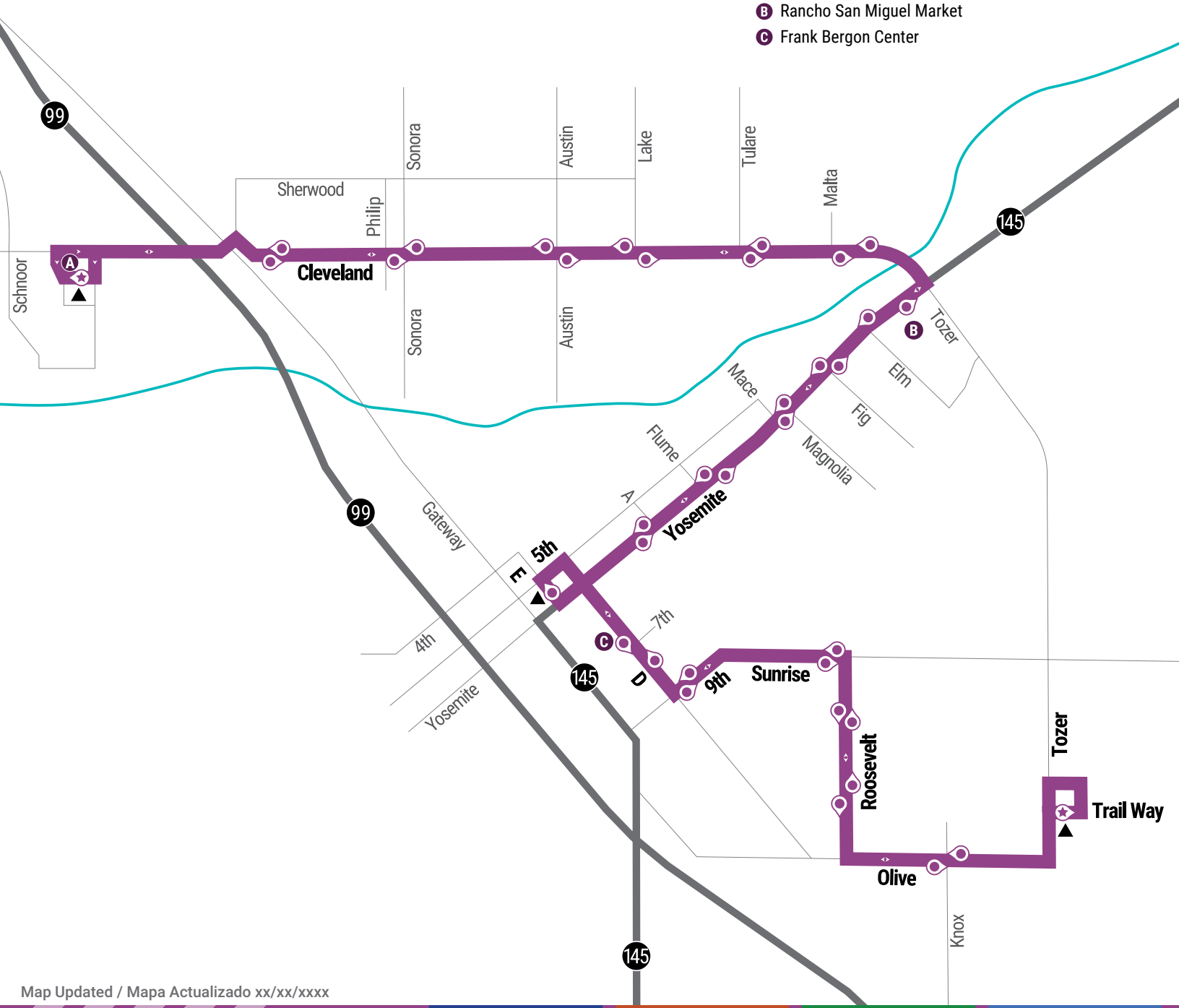
MADERA METRO
THE WAY TO GO

Legend / Leyenda

- Purple Line Route 1 / Línea Morada Ruta 1
- Highway / Carretera
- City Streets / Calles
- Fresno River / Río Fresno
- One-way / Un Sentido
- Bidirectional / Bidireccional
- First/Last Route Stop / Primera/Última Parada
- Transfer Stops / Parada de Tranborde

Landmarks / Punto de Referencía

- A Walgreens
- B Rancho San Miguel Market
- C Frank Bergon Center



Map Updated / Mapa Actualizado xx/xx/xxxx

Quick Jump / Brinca Rápida

ALL LINES SYSTEM MAP / TODAS LAS LÍNEAS MAPA DEL SISTEMA
ORANGE LINE ROUTE 2 / LÍNEA ANARANJADA RUTA 2
GREEN LINE ROUTE 3 / LÍNEA VERDE RUTA 3
BLUE LINE ROUTE 4 / LÍNEA AZUL RUTA 4

ORANGE LINE ROUTE 2 ▲ LÍNEA ANARANJADA RUTA 2

MADERA METRO
THE WAY TO GO

Legend / Leyenda

- Orange Line Route 2 / Línea Anaranjada Ruta 2
- Highway / Carretera
- City Streets / Calles
- Fresno River / Río Fresno
- One-way / Un Sentido
- Bidirectional / Bidireccional
- First/Last Route Stop / Primera/Última Parada
- Transfer Stops / Parada de Tranborde

Landmarks / Punto de Referencía

- A Walgreens
- B Rancho San Miguel Market
- C Frank Bergon Center
- D Madera County Department of Public Health

Orange Line trips to and from Rancho San Miguel Market will serve Trail Way. Viajes de ida y vuelta de Rancho San Miguel de la Línea Anaranjada servirán Trail Way.

Map Updated / Mapa Actualizado xx/xx/xxxx

Quick Jump / Brinca Rápida

ALL LINES SYSTEM MAP / TODAS LAS LÍNEAS MAPA DEL SISTEMA

PURPLE LINE ROUTE 1 / LÍNEA MORADA RUTA 1

GREEN LINE ROUTE 3 / LÍNEA VERDE RUTA 3

BLUE LINE ROUTE 4 / LÍNEA AZUL RUTA 4

GREEN LINE ROUTE 3 ● LÍNEA VERDE RUTA 3

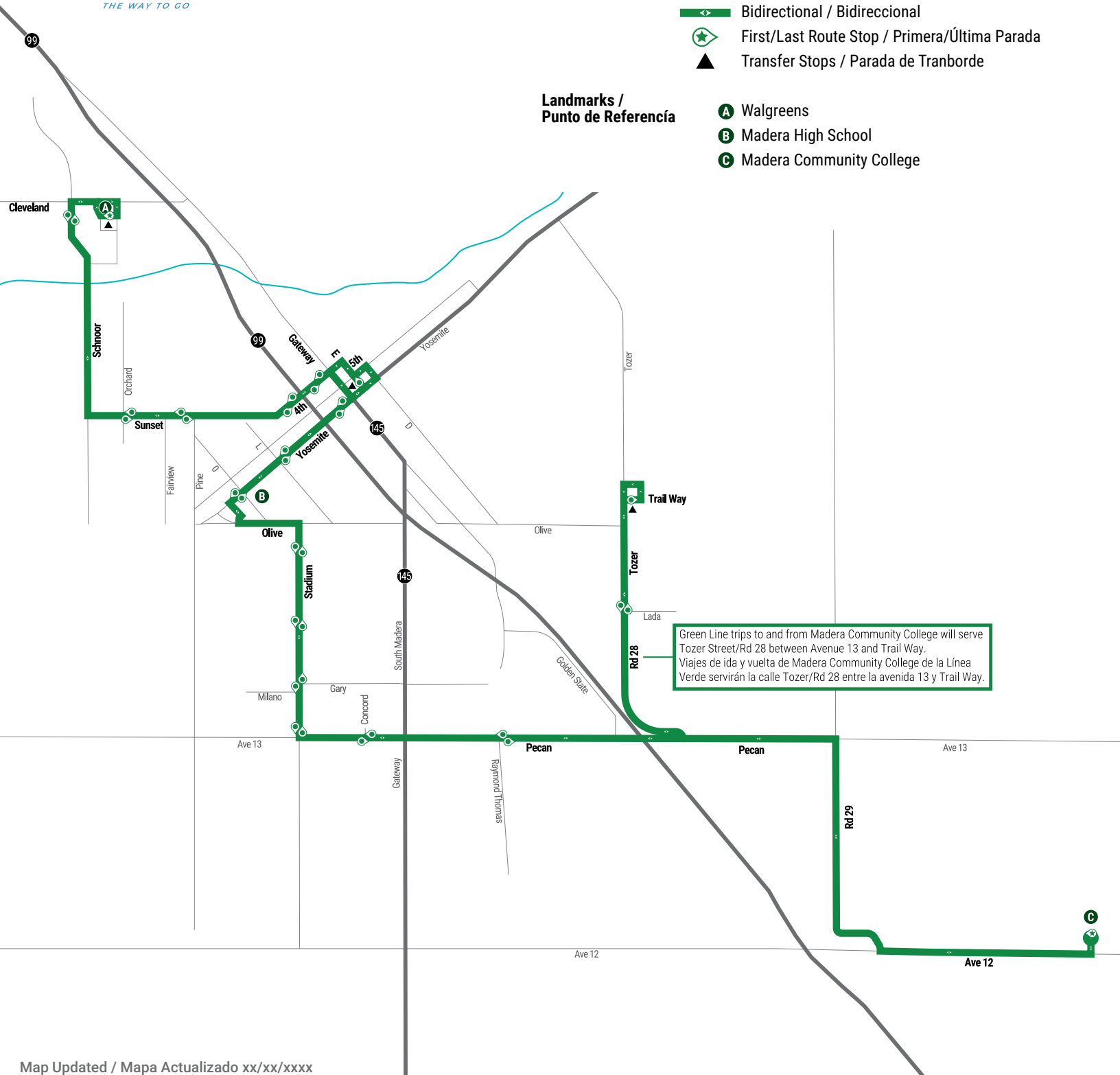
MADERA METRO
THE WAY TO GO

Legend / Leyenda

- Green Line Route 3 / Línea Verde Ruta 3
- Highway / Carretera
- City Streets / Calles
- Fresno River / Río Fresno
- One-way / Un Sentido
- Bidirectional / Bidireccional
- First/Last Route Stop / Primera/Última Parada
- Transfer Stops / Parada de Tranborde

Landmarks / Punto de Referencía

- A Walgreens
- B Madera High School
- C Madera Community College



Green Line trips to and from Madera Community College will serve Tozer Street/Rd 28 between Avenue 13 and Trail Way.
Viajes de ida y vuelta de Madera Community College de la Línea Verde servirán la calle Tozer/Rd 28 entre la avenida 13 y Trail Way.

Map Updated / Mapa Actualizado xx/xx/xxxx

Quick Jump
Brinca Rápida

ALL LINES SYSTEM MAP
TODAS LAS LÍNEAS MAPA DEL SISTEMA

PURPLE LINE ROUTE 1
LÍNEA MORAD RUTA 1

ORANGE LINE ROUTE 2
LÍNEA ANARANJADA RUTA 2

BLUE LINE ROUTE 4
LÍNEA AZUL RUTA 4

BLUE LINE ROUTE 4 ◆ LÍNEA AZUL RUTA 4

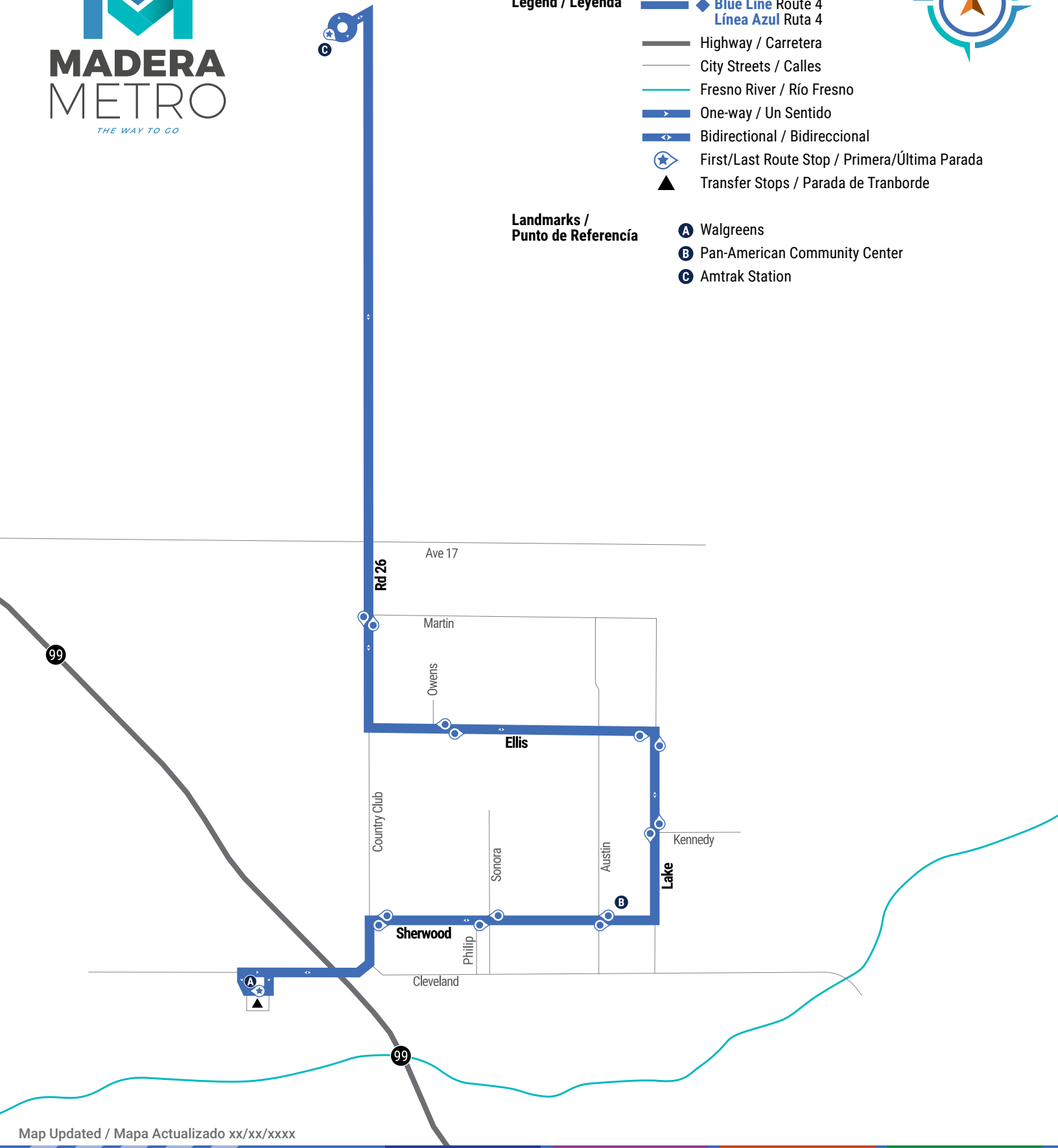
MADERA METRO
THE WAY TO GO

Legend / Leyenda

- **Blue Line** Route 4 / **Línea Azul** Ruta 4
- Highway / Carretera
- City Streets / Calles
- Fresno River / Río Fresno
- One-way / Un Sentido
- Bidirectional / Bidireccional
- First/Last Route Stop / Primera/Última Parada
- Transfer Stops / Parada de Tranborde

Landmarks / Punto de Referencía

- A Walgreens
- B Pan-American Community Center
- C Amtrak Station



Map Updated / Mapa Actualizado xx/xx/xxxx

Quick Jump / Brinca Rápida

ALL LINES SYSTEM MAP / TODAS LAS LÍNEAS MAPA DEL SISTEMA
PURPLE LINE ROUTE 1 / LÍNEA MORADA RUTA 1
ORANGE LINE ROUTE 2 / LÍNEA ANARANJADA RUTA 2
GREEN LINE ROUTE 3 / LÍNEA VERDE RUTA 3

Bus Stop ID:

ROUTE

1

Bus Stop ID:

ROUTE

2

Bus Stop ID:

ROUTE

3

Bus Stop ID:

ROUTE

4