REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, June 19, 2024 **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: 845 8357 6290#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Councilmember Artemio Villegas

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PRESENTATIONS: 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.

A. PUBLIC HEARINGS:

A-1 Public Hearing to Approve the Community Development Block Grant (CDBG) 2024/25 Annual Action Plan Final Funding Allocations and Sub-Recipient Agreements

Recommendation: Conduct a Public Hearing to Receive Final Public Input on the 2024/25 Annual Action Plan and Adopt Resolutions Approving a 2024/25 CDBG Subrecipient Agreement for Services for:

1. $177,899 with City of Madera 24-25 CDBG Administration; and
2. $20,000 with Community Action Partnership of Madera County; and
3. $5,000 with Madera Coalition for Community Justice; and
4. $10,000 with Project Run Madera; and
5. $10,000 with Pequeños Empresarios; and
6. $11,165 with O.L.I.V.E. Charitable Organization; and
7. $47,259 with Community Action Partnership of Madera County; and
8. $65,000 with City of Madera Parks Department; and
9. $642,172 with City of Madera Engineering Department (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.

B-1 Minutes – June 5, 2024, June 12, 2024

Recommendation: Approve the City Council Minutes of June 5, 2024 and June 12, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for May 25, 2024 to June 7, 2024 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 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-5 Sports Program Fee Assistance Initiative

Recommendation: Informational only. This report is intended to acknowledge donors during the Fiscal Year (FY) 2023/24, as well as bring awareness of the City's Sports Program Fee Assistance Initiative (Report by Joseph Hebert)

B-6 Accepting Improvements for the Bellava and Berk Subdivision

Recommendation: 1. Adopt a Resolution Accepting Improvements for the Bellava and Berk Subdivision; and

2. Authorize the filing of the Notice of Acceptance for Said Off-site Improvements (Report by Keith Helmuth)

B-7 Project List for Fiscal Year (FY) 2024/25 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 2024-2025 Funded by the SB 1 RMRA Account of the Local Streets and Roads Funding Program (Report by Keith Helmuth)

B-8 Agreement with the Fresno Economic Opportunities Commission Local Conservation Corps.

Recommendation: Adopt a Resolution Approving an Agreement at No Cost to the City with the Fresno Economic Opportunities Commission for Assistance during Waste Tire Amnesty Events (Report by Giachino Chiaramonte)

B-9 Memorandum of Understanding with the National Insurance Crime Bureau

Recommendation: Adopt a Resolution Approving a Memorandum of Understanding with the National Insurance Crime Bureau for Access to the Law Enforcement ISO ClaimSearch Database (Report by Giachino Chiaramonte)

C. <u>WORKSHOP</u>: None

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

D-1 Update on 2024 Emergency Repair of Avenue 13 Sewer Trunk Main Failures and Ratify and Continue a Finding of Emergency Relating to Emergency Response and Repairs Necessitating Emergency Contracts without Competitive Bidding

Recommendation: 1. Receive an update on the status of emergency repairs to the Avenue 13 sewer trunk main failures that occurred June 3, 2024 and June 10, 2024; and

2. Adopt a resolution ratifying and continuing a finding of emergency relating to emergency response and repairs to the sanitary sewer main pursuant to Public Contract Code Section 22050 (Report by Keith Helmuth)

D-2 First Amendment to the West Coast Arborists, Inc. Agreement for City-wide Tree Management and Maintenance Services

Recommendation: Adopt a Resolution Approving the First Amendment to Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc. (WCA) for $18,800 (Report by Joseph Hebert)

D-3 Continuing Resolution In Lieu of Fiscal Year (FY) 2024-2025 Budget Adoption and Authorization of 60-day Extension to Prepare and Present the Fiscal Year 2024-25 Budget

Recommendation: Approve a Resolution to Continue Appropriations and Estimated Revenues in Accordance with the FY 2023-2024 budget in lieu of FY 2024-2025 Budget Adoption (Continuing Resolution), and Authorization

of a 60-day Extension to Prepare and Present the FY 2024-25 Budget (Report by Michael Lima)

D-4 **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) 2024/25**

2. Resolution of Intention to Levy and Collect Annual Assessments for City Wide Landscape and Lighting Assessment District Zones ff 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 2024/25 And Setting Date For Public Hearing

Recommendation:

1. Adopt a Minute Order Approving the Engineer's Report as Filed or with Modifications as Identified by the City Council (Council) during this Meeting; 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 2024/25 or as may be Amended and set July 17, 2024, as the Public Hearing Date to Consider the Proposed FY 2024/25 Assessments for City Wide Landscape and Lighting District Zones of Benefit (Report by Keith Helmuth)

D-5 **Contract Award for R-10 Phase III, Olive and Knox Street Widening and Intersection Improvements from Olive Avenue to Neplus Way**

Recommendation: Adopt a Resolution Approving the Contract Award for Olive and Knox Street Widening and Intersection Improvements from Olive Avenue to Neplus Way, City Project R-000010 Phase III, in the amount of $849,331.00 to Terra West Construction, Inc and a Contingency of 10 percent of the Contract Amount (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS:

E-1 **Caltrans State Route 145 Yosemite Avenue Project Decorative Street Lighting**

Recommendation: This report is submitted to the City Council (Council) for direction relative to selection of decorative street lighting on the Caltrans State Route 145 Yosemite Avenue Project (Project) (Report by Keith Helmuth)

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)

ADJOURNMENT:

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

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for June 19, 2024, near the front entrances of City Hall and on the City's website www.madera.gov at 4:00 p.m. on June 14, 2024.

Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: A-1

SUBJECT:

Public hearing to approve the Community Development Block Grant (CDBG) 2024/25 Annual Action Plan final funding allocations and sub-recipient agreements.

RECOMMENDATION:

Conduct a public hearing to receive final public input on the 2024/25 Annual Action Plan and adopt Resolutions Approving a 2024/25 CDBG Subrecipient Agreement for Services for:

1. $177,899 with City of Madera 24-25 CDBG Administration; and
2. $20,000 with Community Action Partnership of Madera County; and
3. $5,000 with Madera Coalition for Community Justice; and
4. $10,000 with Project Run Madera; and
5. $10,000 with Pequeños Empresarios; and
6. $11,165 with O.L.I.V.E. Charitable Organization; and
7. $47,259 with Community Action Partnership of Madera County; and
8. $65,000 with City of Madera Parks Department; and
9. $642,172 with City of Madera Engineering Department.

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) announced the 2024/25 CDBG funding allocations on May 7, 2024. The City's eligible allocation for the 2024/25 Annual Action Plan is $989,495.

Council approved tentative Annual Action Plan allocations on April 3, 2024. HUD had not released the 2024/25 allocations prior to Council making tentative allocations; therefore, tentative funding recommendations were based on the City's 2023/24 allocation of $981,730. HUD requires a 30-day public comment period after approving tentative allocations. The public comment period

opened on April 3, 2024, and expired on May 3, 2024. On May 15th, Council updated tentative allocations based on HUD's 2024/25 program year funding. A second public hearing is required for Council to approve final funding allocations and to enter into agreements with grant sub-recipients.

DISCUSSION:

The City is a CDBG entitlement jurisdiction that receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds through the development and submittal of a CDBG Annual Action Plan. Activities proposed in the CDBG Annual Action Plan must meet, at a minimum, one of the following objectives:

1. Benefit to low- and moderate-income (LMI) persons; or
2. Aid in the prevention or elimination of slums or blight; or
3. Meet a need having a particular urgency (referred to as urgent need).

In addition to the national objectives, HUD requires the identification of primary and secondary-tier local funding priorities. The City has identified these local funding priorities in the 2020-2024 Consolidated Action Plan, which are as follows:

- Primary
  - Quality Housing (Rent affordability and rental assistance)
  - Homelessness (Supportive services and prevention)
- Secondary-Tier
  - Neighborhood Revitalization (Infrastructure Improvements, Streets/Roads/Lighting, and Community Centers/Parks)

ELIGIBLE USES OF FUNDS

HUD mandates allocating funds across three distinct categories, each subject to a specified maximum amount, as part of its expenditure requirements. The funding category allocation amounts must be based on the current year's award. The City is eligible to receive $989,495 for the 2024/25 program year.

The revised funding allocations are provided in Table 1.

Table 1: *Eligible funding categories and maximum funding*

Funding Categories	*Maximum % per category*	*Actual Maximum $ per category*
Administration	20%	$197,899
Public Service	15%	$148,424
Capital Projects/Public Improvements	No max.	$643,172
Total	**100%**	**$989,495**

Summary of Subrecipient Grant Applications and Tentative Council Allocations

On October 23, 2023, the City released a Request for Funding Proposal (RFP) inviting eligible and interested entities to submit applications for the CDBG 2024/25 funding cycle. Twelve applications were received.

Administration Applications

Table 2 below shows the tentative Council allocations for Administration. The eligible allocation is $197,899, and the total requested was $216,400.

Table2: *City Council Tentative Administration Allocations*		
Applicant	*City Council 04/03/24 Allocations*	*City Council 05/15/24 Allocations*
City of Madera – Action Plan Administration *Administration to Oversee CDBG Program*	$176,346	$177,899
CAPMC – Fresno Madera Continuum of Care *Point-in-Time Count Administration*	$20,000	$20,000
Total	**$196,346**	**$197,899**

Public Service Applications

The eligible allocation is $148,424, and the total requested was $466,186. Table 3 below shows the Council's tentative allocations for Public Services.

Table3: *City Council Tentative Public Service Allocations*		
Applicant	*City Council 04/03/24 Allocations*	*City Council 05/15/24 Allocations*
Madera Coalition for Community Justice *Youth Environmental Stewardship*	$5,000	$5,000
Madera Coalition for Community Justice *Utility Shutoff*	$0	$0
Pequeños Empresarios *Child Entrepreneurship Education*	$10,000	$10,000
Project Run Madera *Project Run Madera*	$10,000	$10,000
Madera Rescue Mission *Homeless Prevention and Services*	$0	$0
O.L.I.V.E. Charitable Organization *The Bennet House*	$10,000	$11,165
Community Action Partnership *Housing Stabilization*	$47,259	$47,259

Madera County Workforce *In-Home Child Care*	$0	$0
City Parks Department *Madera Seniors Nutrition & Recreational Program*	$65,000	$65,000
Total	**$147,259**	**$148,424**

Capital Projects/Public Improvements

There was one application in the CDBG Capital Projects/Public Improvements category. The total available allocation is $642,172 and the total requested is $650,000. Table 4 below has the Capital Projects/Public Improvements applicant and the tentative Council funding allocation.

Table4: *City Council Tentative Capital Projects/Public Improvements Allocations*

Applicant	*City Council 04/03/24 Allocations*	*City Council 05/15/24 Allocations*
City; Engineering Department *Community and Park Facilities Parking Lot Surface Rehabilitation Project:* • *Pan-American Community Center* • *Gateway Rotary* • *Sunrise Rotary* • *John W. Wells Youth Center* • *Frank Bergon Senior Center*	$638,125	$642,172
Total	**$638,125**	**$642,172**

A 30-day public review and comment period began on April 3, 2024, and closed on May 3, 2024. The City received 10 public comments in support of Pequeños Empresarios. The City received one additional comment after the May 15, 2024 Council meeting in support of Pequeños Empresarios.

FINANCIAL IMPACT:

This allocation will not impact the General Fund. The City will administer the grant with available 2024/25 CDBG administration funds and current City staff. Appropriations for these agreements will be included in the Fiscal Year 2024/25 City budget.

ALTERNATIVES:

As an alternative, Council may:

1. Deny approval of the Agreements.
2. Direct staff to enter into alternate Agreements.

ATTACHMENTS:

1. Resolution
   Exhibit 1- City of Madera Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
2. Resolution
   Exhibit 1- Community Action Partnership of Madera County Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
3. Resolution
   Exhibit 1- Madera Coalition for Community Justice Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
4. Resolution
   Exhibit 1- Project Run Madera Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
5. Resolution
   Exhibit 1- Pequeños Empresarios
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
6. Resolution
   Exhibit 1- O.L.I.V.E. Charitable Organization Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
7. Resolution
   Exhibit 1- Community Action Partnership of Madera County Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications
8. Resolution
   Exhibit 1- City of Madera, Parks Department Agreement
   - Exhibit A – Scope of Work
   - Exhibit B – Budget
   - Exhibit C – CDBG Certifications

9. Resolution

Exhibit 1- City of Madera, Engineering Department Agreement

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – CDBG Certifications

10. Public Comment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($177,899) WITH CITY OF MADERA FINANCE DEPARTMENT

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the City of Madera Finance Department in the amount of $177,899 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Grants Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

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COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA, GRANTS AND FINANCE DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and City Of Madera Finance Department, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $177,899 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The Subrecipient shall be subject to the same fiscal regulations imposed on City by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

Subrecipient shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the City within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the City prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the City and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the City policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the Subrecipient fails to comply with any of the terms of this Agreement, the City may, at its option, deem the Subrecipient's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the City deem a breach of this Agreement material, the City shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the City in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the City in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.

- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Finance Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

City of Madera, Finance Department:

By: _____
Michael Lima, Director of Financial Services

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Shannon Chaffin, City Attorney

Date: _____

Exhibit A

2024/2025
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: City of Madera 2024/25 Administration Funds

II. APPLICANT: City of Madera

III. PROJECT DESCRIPTION:

The City of Madera provides full oversight of the CDBG program. Administrative funding will be applied to personnel costs associated with providing such oversight. Examples of operating tasks associated with oversight include: subrecipient invoice processing, subrecipient monitoring, revising policies and procedures, and daily program management tasks.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $177,899
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 0

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1: July - September	On going CDBG oversight/ monitoring.
Quarter 2: October - December	On going CDBG oversight/ monitoring.
Quarter 3: January – March	On going CDBG oversight/ monitoring.
Quarter 4: April – June	On going CDBG oversight/ monitoring.

Exhibit B

FY 2024/25 Budget
City of Madera – Administration Project

Budget Line Item	Madera
Salaries	$177,899.00
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$177,899.00
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Subtotal Non-Personnel	$0.00
Total Personnel & Non-Personnel	$177,899.00
Indirect Costs	$0.00
TOTAL	$177,899.00

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($20,000) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of $20,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Community Action Partnership Madera County, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $20,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on City by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

Subrecipient shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the Subrecipient fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the Subrecipient's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:

Community Action Partnership of Madera County
1225 Gill Ave.
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA	Community Action Partnership of Madera County**:**
By: _____ Santos Garcia, Mayor	By: _____ Mattie Mendez, Executive Director
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Shannon Chaffin, City Attorney
Date: _____	Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Fresno Madera Continuum of Care

II. APPLICANT: Community Action Partnership Madera County

III. PROJECT DESCRIPTION:

The project will pay for personnel costs for two CAPMC staff to attend and participate in the FMCoC meetings. The FMCoC works collaboratively to reduce homelessness in both Fresno and Madera Counties. CAPMC also uses this funding to prepare for the annual Point In Time Count (PIT).

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $20,000
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 0

VII. PROJECT QUARTERLY MILESTONES

Quarter	**Description of Anticipated Milestones**
Quarter 1 July - September	Attend FMCoC Meetings.

Quarter 2 October - December	Attend FMCoC Meetings.
Quarter 3 January - March	Begin preparations for 2024 annual Point in Time Count
Quarter 4 April – June	Attend FMCoC meetings.

Exhibit B

FY 2024-2025 Budget
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY INC.
Community Action Partnership of Madera County Inc.

Budget Line Item	Program Total
Salaries & Wages	$12,847.00
Benefits	$2,246.00
Taxes	$1,073.00
Subtotal Personnel	$16,166.00
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Operating Expenses	$2,166.00
Subtotal Non-Personnel	$2,166.00
Total Personnel & Non-Personnel	$18,332.00
Indirect Costs	$1,668.00
TOTAL	**$20,000.00**
Number of Persons Served:	
Cost per Individual:	

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($5,000) WITH MADERA COALITION FOR COMMUNITY JUSTICE

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the Madera Coalition for Community Justice in the amount of $5,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Madera Coalition for Community Justice.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA COALITION FOR COMMUNTIY JUSTICE

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Madera Coalition For Community Justice, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures

under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $5,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from

another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or

indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this

Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to

any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.

- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Coalition for Community Justice
219 South "D" Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:	Madera Coalition for Community Justice**:**
By: _____ Santos Garcia, Mayor	By: _____ Linette Lomeli, Executive Director
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Shannon Chaffin, City Attorney
Date: _____	Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Madera Youth Environmental Stewardship

II. APPLICANT: Madera Coalition for Community Justice

III. PROJECT DESCRIPTION:

The project seeks to develop a new generation of Madera youth who are academically high achievers, leaders and active citizens. It's a year-long program engaging youth in a unique experience that integrates academic study (STEM), community-service (environmental justice issues), character development, civic responsibility and youth voice.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $5,000
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 30

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	- Hire and train staff. - Staff will develop environmental justice education curriculum in consultation with local advocates experts in the field, - Work out the administrative logistics for the forthcoming year and create guiding protocol for participants. - Recruit youth participants and provide them with orientation of project. - Introduction to the environmental justice field, community mapping and guest presentations. - Youth will spend the next months learning and researching substantive material related to environmental justice.
Quarter 2 October - December	Continuing training on EJ issues. - Leadership development training & activities. - Team supported by staff will develop schedule, plan and coordinate logistics to begin developing community projects. -Team will research and plan community service projects - Team will design and implement first community service projects. - Team will take a local trip. The first one will be a guided tour of different polluting sources and sites throughout the metropolitan area of the City of Madera.

Quarter 3 January - March	- Continue the ongoing trainings/activities started in Qtr.2. - Team will research and plan 2nd community service projects - Team will design and implement 2nd community service projects. - Plan and recruit community partners to put on 2024 Earth Day celebration in the City of Madera. -Team will trip visiting one of three communities (Fresno, Tulare and Kern) where the community youth is implementing an air monitoring project to monitor pesticide contamination either in the air or water.
Quarter 4 April – June	- Complete community service projects. - Plan and put on Earth Day Celebration. - Team will write “open letter to editor” to the local Madera Tribune and high school newspapers on their projects. - The group will undertake a legislative visit of elected officials of either city, county or state and/or attend a Central Valley Air District Board hearing.

Exhibit B

FY 2024-2025 Budget

MADERA COALITION FOR COMMUNITY JUSTICE
Madera Coalition for Community Justice- Youth Stewardship

Budget Line Item	Program Total
Project coordinator	$4,500.00
Benefits	$500.00
Taxes	$0.00
Subtotal Personnel	$5,000.00
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Subtotal Non-Personnel	$0.00
Total Personnel & Non-Personnel	$5,000.00
Indirect Costs	$0.00
TOTAL	$5,000.00

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and

implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use ofCDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($10,000) WITH PROJECT RUN MADERA

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the Project Run Madera in the amount of $10,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Project Run Madera.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND PROJECT RUN MADERA

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Project Run Madera, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $10,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on City by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These

principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official.

Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the

Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the City and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the City policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the

Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall

participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation

("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Project Run Madera
1470 S. A Street
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:	Project Run Madera**:**
By: _____ Santos Garcia, Mayor	By: _____ Alisha Brown, Chief Executive Officer
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Shannon Chaffin, City Attorney
Date: _____	Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Project Run Madera

II. APPLICANT: Project Run Madera

III. PROJECT DESCRIPTION:

The project provides running resources such as running shoes, shorts, shirts and sports bras to middle & high school runners; we also host community events such as our summer track clinic for grade k-12, where athletes learn and improve track skills. Purposes of project is to keep the youth off the streets, in the sport of running, and ultimately school.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $10,000
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 500

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	July- Free Summer Track Clinic for grades K-12 (Funds from Block grant will NOT be used for this). This event is open to all youths in Madera and surrounding areas. We bring in Professional Track athletes, College Alumni and Prestigious coaches from all over to coach and teach the youth the fundamentals and proper techniques of track and field.

Quarter 2 October - December	Fundraising & Planning for Gala: funds raised from the event are used for purchasing shoes and running apparel for the youth. We invite local businesses to support as a donors through table purchases at this event.
Quarter 3 January- March	2025 Gear Giveaway: All Madera's Title 1 Middle and High School track teams will receive Running Shoes, Shorts, Shirts and Sports bras for their athletes, respectively. Running shoes are our number one priority for our athletes. In order to avoid injury runners, especially distance runners, should change out their shoes for a new pair every three months-- This is standard for college and professional track athletes. Additionally, Most track runners train year-around, meaning they will need new shoes routinely. Unfortunately, most of our Madera athletes are only able to get new shoes 1-2 times a year. With running shoes costing anywhere between $80-150 per pair, and racing shoes costing $100-$165 per pair, Project Run Madera aims to alleviate the financial burden of the sport by providing each track athlete with a free pair of running shoes, allowing student athletes the accessibility within the sport that many of their counterparts may already have. We presume to serve a minimum of 500 track athletes in Madera in 2025.
Quarter 4 April - June	No milestones; however, during this time we brainstorm more ideas for fundraising, community outreach, and planning for summer track clinic.

Exhibit B

FY 2024-2025 Budget
PROJECT RUN MADERA

Project Run Madera

Budget Line Item	Program Total
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$0.00
Move-In Assistance	$0.00
Supplies & Materials	$10,000.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Subtotal Non-Personnel	$10,000.00
Total Personnel & Non-Personnel	$10,000.00
Indirect Costs	$0.00
TOTAL	$10,000.0

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($10,000) WITH PEQUENOS EMPRESARIOS

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with Pequeños Empresarios in the amount of $10,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and Pequeños Empresarios
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND PEQUEÑOS EMPRESARIOS

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Pequenos Empresarios, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $10,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The Subrecipient shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

Subrecipient shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the Subrecipient receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also

an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the

right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned

policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Pequeños Empresarios
414 Elm St
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

Pequeños Empresarios:

By: _____
Leonor Hipolito, Executive Director

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Shannon Chaffin, City Attorney

Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Pequeños Empresarios

II. APPLICANT: Child Entrepreneurship Education

III. PROJECT DESCRIPTION:

Pequeños Empresarios is a program that offers bilingual workshops to help develop social skills, financial literacy, family and community bonds, emotional intelligence, assisting with positive self-esteem, environmental awareness, personal evaluation, values and proper etiquette.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $10,000
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 340

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Empowering workshops and seminars tailored for youth aged 12 to 17. Uncover hidden potentials, break free from doubts, and design a future you're excited about. Engaging activities and a supportive community will help you create a positive impact on their life and those around them. (Kids will discover how to deal with anxiety, depression and how to speak to their parents when something is bothering them)
Quarter 2 October - December	Experience the magic of our finance class, where learning becomes an adventure! Through engaging games and activities, we empower children with crucial financial skills. From mastering money management to becoming savvy budgeters, our classes

	cover it all. Prepare your child for a prosperous future as they explore the fascinating world of financial literacy with us We will teach kids how to take care of their credit, open a bank account and secure their future college/career.
Quarter 3 January- March	Our organization employs interactive games to educate children on environmental care and foster a heightened sense of awareness. We focus on imparting crucial principles related to environmental consciousness, particularly in the areas of recycling and resource conservation. By equipping children with these knowledge and skills, we strive to empower them to play an active role in transforming and improving the state of our planet. We help kids take care of our earth and gain knowledge of recycling to make a profit out of it and at the same time protect our planet.
Quarter 4 April- June	Through engaging activities, we help children learn respect, responsibility, selflessness, and commitment. They explore their role in their family and discover the value of friendship in a peaceful environment. We develop their leadership skills, foster a positive mindset, and cultivate teamwork habits. Additionally, we empower them with public speaking abilities to become confident communicators. Our Children's Etiquette and Manners Class teaches essential social skills, including greetings, table etiquette, and personal hygiene. Through interactive activities, children cultivate respect, kindness, and confidence. Join us to guide your child on a journey of etiquette and lifelong social competence

Exhibit B

FY 2024-2025 Budget

Pequeños Empresarios

Budget Line Item	Program Total
SALARIES	$2,000.00
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$2,000.00
Move-In Assistance	$0.00
Supplies & Materials	$6,000.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
INSURANCE	$2,000.00
Subtotal Non-Personnel	$8,000.00
Total Personnel & Non-Personnel	$10,000.00
Indirect Costs	$0.00
TOTAL	$10,000.00

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($11,165) WITH O.L.I.V.E. CHARITABLE ORGANIZATION

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the O.L.I.V.E. Charitable Organization in the amount of $11,165 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the O.L.I.V.E. Charitable Organization.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND O.L.I.V.E. Charitable Organization

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and O.L.I.V.E. Charitable Organization, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $11,165 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The Subrecipient shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

Subrecipient shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also

an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the

right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the Subrecipient fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the Subrecipient's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the Subrecipient, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. <u>Violation of Federal Rules and Regulations</u>

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
O.L.I.V.E Charitable Organization
1625 Howard Rd. #170
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

O.L.I.V.E. Charitable Organization**:**

By: _____
April Molina, Director

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Shannon Chaffin, City Attorney

Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: The Bennett House

II. APPLICANT: O.L.I.V.E Charitable Organization

III. PROJECT DESCRIPTION:

The project provides a safe house for victims of human sex trafficking in the City of Madera.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $11,165
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 25

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Our first quarter milestone is to maintain the safe housing, case management and victim advocacy while each person works on their own personal recovery. We measure success on a daily basis through relationships with our clients. As they struggle to overcome the trauma they've endured, we help them maintain their personal goals they've set for themselves. As more victims of sex trafficking are identified through law enforcement or agencies like ours, we anticipate a higher volume of individuals who will need our assistance each year. We anticipate a number of at least 6 unduplicated clients served in this quarter.

Quarter 2 October - December	Our second quarter milestone will be similar to the first with some differences. Safe housing, case management and victim advocacy are always our priority for victims of human sex trafficking. This quarter will show us a better idea of what the next year will bring as far as the number of survivors that we can serve. We anticipate a higher volume of clients that require assistance as more and more victims of human sex trafficking are identified. We anticipate a number of approximately 6 unduplicated clients served in this quarter.
Quarter 3 January - March	With January being National Human Trafficking Prevention and Awareness Month, our focus will be on community outreach and awareness campaigns. Olive will be hosting multiple events such as 'Pledge 2 Stop Trafficking Day,' 'Technology, Teens & Trafficking Training,' and 'The Red Sand Project' locally. These three events will take place at different times and days throughout the month of January. These outreach opportunities will enhance education to community members and will potentially bring awareness and identification of new victims in our area.
Quarter 4 April – June	With more agencies being available statewide, we anticipate a higher volume of victims that will be identified. Each year, more and more victims are being identified through law enforcement, government agencies as well as non-government agencies. Safe housing, case management and victim advocacy are always our top priority for victims of human sex trafficking. Our supportive services will continue in this quarter along with our spring fundraiser. We anticipate a number of 6 unduplicated clients served in this quarter.

Exhibit B

FY 2024-2025 Budget

O.L.I.V.E. CHARITABLE ORGANIZATION
The Bennett House

Budget Line Item	Program Total
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$0.00
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Rent for Safe House in Madera	$0.00
Consulting	$0.00
Transportation	$5,000.00
EPIK Project	$1,165.00
Utilities for Safe House in Madera	$5,000.00
Direct Survivor Services	$0.00
Maintenance/Repairs for Safe House in Madera	$0.00
Subtotal Non-Personnel	$11,165.00
Total Personnel & Non-Personnel	$11,165.00
Indirect Costs	$0.00
TOTAL	$11,165.00

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($47,259) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of $47,259 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Community Action Partnership of Madera County, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $47,259 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The Subrecipient shall be subject to the same fiscal regulations imposed on City by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the Subrecipient receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the City prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently

has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the City and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the City policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer

of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."**

The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Community Action Partnership of Madera County
1225 Gill Avenue
Madera, CA 93637

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA	Community Action Partnership of Madera County**:**
By: _____ Santos Garcia, Mayor	By: _____ Mattie Mendez, Executive Director
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Shannon Chaffin, City Attorney
Date: _____	Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: CDBG Housing Stabilization Program

II. APPLICANT: Community Action Partnership Madera County

III. PROJECT DESCRIPTION:

The project provides emergency housing to those individuals/households that have! exhausted all other means to obtain housing. This program will also assist those that! are hard to place due to a variety of circumstances such as domestic violence cases.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

flÛ The proposed project is eligible for CDBG funding as a Public Service!project as defined by CFR Section 570.201(e).

fiÛ This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2)! because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $47,259
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 10

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Staff will conduct outreach efforts to identify those individuals and families in need of emergency housing and/or prevention and diversion services such as deposit and/or

	rental assistance.
Quarter 2 October - December	Outreach efforts will continue and those identified and qualified to receive the emergency housing services will be placed in a hotel temporarily providing the case worker time to assist in finding housing for the identified individual or family. For those identified needing deposit and rent will be assisted with a check sent out to the landlord.
Quarter 3 January - March	Outreach efforts will continue and those identified and qualified to receive the emergency housing services will be placed in a hotel temporarily providing the case worker time to assist in finding housing for the identified individual or family. for those identified needing deposit and rent will be assisted with a check sent out to the landlord.
Quarter 4 April – June	CAPMC expects to have spent all funding by this quarter and submit any reports necessary in order to close-out the contract with the City of Madera.

Exhibit B

FY 2024-2025 Budget
Community Action Partnership of Madera County Inc.
Housing Stabilization

Budget Line Item	Program Total
Salaries & Wages	$1,478.00
Benefits	$331.00
Taxes	$124.00
Subtotal Personnel	$1,933.00
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Direct Benefits - Homeless Prevention	$22,796.00
Direct Benefits - Emergency Housing	$18,312.00
Operating Expenses	$276.00
Subtotal Non-Personnel	$41,384.00
Total Personnel & Non-Personnel	$43,317.00
Indirect Costs	$3,942.00
TOTAL	**$47,259.00**

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and

implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($65,000) WITH CITY OF MADERA PARKS DEPARTMENT

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the City of Madera, Parks Department in the amount of $65,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the City of Madera Parks Department.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA PARKS DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and City Of Madera, Parks Department, hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $65,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The Subrecipient shall be subject to the same fiscal regulations imposed on City by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

Subrecipient shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the Subrecipient receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for

reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the City within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the City prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the

Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the City and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the City policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided

under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the Subrecipient fails to comply with any of the terms of this Agreement, the City may, at its option, deem the Subrecipient's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the City deem a breach of this Agreement material, the City shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the City in accord with a material breach of this Agreement by the Subrecipient, this Agreement may also be terminated for convenience by the City in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees

and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- $500,000 **General Liability** (including operations, products and completed operations) per occurrence, $500,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **Worker's Compensation** as required by the State of California.

Maintenance of Coverage

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

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the

term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from City.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Parks & Community Services
701 E 5th St
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless

the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

Date: _____

City of Madera, Parks Department:

By: _____
Joseph Hebert, Director

Date: _____

APPROVED AS TO LEGAL FORM:

By:_____
Shannon Chaffin, City Attorney

Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Madera Seniors Nutrition & Recreation Programs

II. APPLICANT: Madera Parks & Community Services Department

III. PROJECT DESCRIPTION:

The project provides programs and services for the senior citizens of Madera. Seniors are defined as individuals 55 years of age and older. With the COVID-19 pandemic the congregate meal program was changed to a homebound delivered program. With restrictions lifting, PCS will reinstate the congregate meal program as well as recreation programs.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $65,000
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 500

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	1. Senior Meal Program: Implantation of a meal program at Frank Bergon Senior Center and the Pan-Am Community Center. to provide nutritious and balanced meals. 2. Exercise/Wellness Classes will provide opportunities to enhance good health benefits in a safe and fun environment. 3. Leisure/Educational Day Trip: The excursions will provide the participant with the opportunity to socialize, exercise through walking, education of new location/city, shop and enjoyment to promote a better quality of life

Quarter 2 October - December	1.Technology Classes: Provide IT classes for participants on surfing the World Wide Web, social media and basic computer skills. This opportunity will help participants in the winter month to stay connected to outside sources, friends and family. 2. Partner with the Madera Food Bank and other food distribution agencies to conduct monthly food distribution at each senior center, as well as home brown bags for those seniors homebound during the winter months. 3. Leisure/Educational Day Trip (see description QT1)
Quarter 3 January - March	1. Create Lifelong Educational Classes (English Second language, Job Fair, Financial management, Fine Art, Fitness/Wellness evaluations, exercise and weight management (TOPS & WW) to support the benefits of lifelong learning and socialization. 2. Leisure/Educational Day Trip (see description QT1)
Quarter 4 April – June	1.Senior Health & Wellness Fair (40+ vendors, agencies, resentations, etc.) This event will cover all area of aging in one ɔcation. 2.Leisure/Educational Trip (see description QT1)

Exhibit B

FY 2024-2025 Budget

MADERA PARKS & COMMUNITY SERVICES DEPT.
Senior Services Project

Budget Line Item	Program Total
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$0.00
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
Senior Nutrition/Meals	$57,000.00
Program Supplies	$6,500.00
Transportation/Travel	$1,000.00
Training/Inservice	$500.00
Subtotal Non-Personnel	$65,000.00
Total Personnel & Non-Personnel	$65,000.00
Indirect Costs	$0.00
TOTAL	$65,000.00

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES ($642,172) WITH CITY OF MADERA ENGINEERING DEPARTMENT

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the City of Madera, Engineering Department in the amount of $642,172 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the City of Madera Engineering Department.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

*****

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA ENGINEERING DEPARTMENT

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and City of Madera, Engineering Department hereafter referred to as "Subrecipient."

RECITALS

A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.

B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the City, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.

C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.

D. Otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A",** and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10^{th}) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B**".

The total obligation of the City under this Agreement shall not exceed $642,172 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The Subrecipient shall be subject to the same fiscal regulations imposed on City by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

Subrecipient shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the Subrecipient receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C".**

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

TERM	PERIOD DURATION	DUE DATES
1st Period	July 1 - September 30	October 15
2nd Period	October 1 - December 31	January 15
3rd Period	January 1 - March 31	April 15
4th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the City within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the City prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** However, additional work completed by a subcontractor paid for by funds other than CDBG is not precluded. An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "C".**

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the

provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants hat it presently has no financial interest, direct or indirect, which would conflict in any manger or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the City and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "A."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the City policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient

who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustments in the nature or scope of the program plan set forth in **EXHIBIT "A"** or changes of any line item within the total approved budget contained in **EXHIBIT "B**" may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the Subrecipient fails to comply with any of the terms of this Agreement, the City may, at its option, deem the Subrecipient's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the City deem a breach of this Agreement material, the City shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the City in accord with a material breach of this Agreement by the Subrecipient, this Agreement may also be terminated for convenience by the City in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from City.

24. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera Engineering Department
428 E Yosemite Ave
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:	City of Madera, Engineering Department:
By: _____ Santos Garcia, Mayor	By: _____ Keith Helmuth, City Engineer
Date: _____	Date: _____
ATTEST:	**APPROVED AS TO LEGAL FORM:**
By: _____ Alicia Gonzales, City Clerk	By:_____ Shannon Chaffin, City Attorney
Date: _____	Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. PROJECT NAME: Community and Park Facilities Parking Lot Surface Rehabilitation Project: Pan-American Community Center, Gateway Rotary, Sunrise Rotary, John W. Wells Youth Center, and Frank Bergon Senior Center

II. APPLICANT: Madera Engineering Department

III. PROJECT DESCRIPTION:

Parking Lot rehabilitation at various community center and park facilities, which will involve repairing and improving the existing parking lot surfaces. It will also include filling potholes, crack filling, and applying a new layer of sealant. The goal of this project is to restore functionality and appearance.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

A. CDBG Project Budget: $642,172
B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 66,000

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Design Engineering and preparation of Plans, Specifications and Estimates for Bidding.

Quarter 2 October - December	Completion of Design Engineering and preparation of Plans, Specifications and Estimates for Bidding.
Quarter 3 January - March	Start the rehabilitation process.
Quarter 4 April – June	Continue and finish the rehabilitation process.

Exhibit B

FY 2024-2025 Budget
CITY OF MADERA ENGINEERING DEPARTMENT
City of Madera Engineering Department

Budget Line Item	Program Total
DESIGN	$40,000.00
Benefits	$0.00
Taxes	$0.00
Subtotal Personnel	$40,000.00
Move-In Assistance	$0.00
Supplies & Materials	$0.00
Equipment	$0.00
Communications	$0.00
Meetings & Convenings	$0.00
Travel & Transportation	$0.00
Training	$0.00
Consulting	$0.00
Evaluation	$0.00
CONSTRUCTION CONTRACT	$602,172.00
Subtotal Non-Personnel	$602,172.00
Total Personnel & Non-Personnel	$642,172.00
Indirect Costs	$0.00
TOTAL	**$642,172.00**

Exhibit C

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part *5);* Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part *5);* Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).

B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.

C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.

D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).

E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. l 251 et seq.).

F. Bidding requirements contained in the California Public Contracts Code.

G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

H. Provisions of the California Water Code Section 55350 et. sequens.

I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.

J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR l07 as it relates to fair housing.

K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination

against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead- based paint requirements of24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.

U. Section l06 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at SO CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and

implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200G) of the Federal CDBG regulations.

Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

From:	Zelda Leon
To:	Marcela Zuniga
Cc:	Liliana Camacho
Subject:	Retrieved Text from Hernan Guadarrama
Date:	Friday, May 24, 2024 8:27:45 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png

---

Yo Hernan Guadarrama tome la clase y me gusto mucho ayuda mucho es muy productivo estuve aportando con tiempo en el taller de los jóvenes y mire el cambio en los niños es muy bueno

Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Zelda Leon
Sent: Thursday, May 23, 2024 9:14 AM
To: Marcela Zuniga <mzuniga@madera.gov>
Cc: Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi, I am not sure what happened.

I don't have that email any more.

Did Lily get it?

Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Marcela Zuniga <mzuniga@madera.gov>
Sent: Thursday, May 23, 2024 9:10 AM
To: Zelda Leon <zleon@madera.gov>; Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi Zelda,

I do not see a message in the email or attached.

mz

Marcela Zuniga, MSOL | City Grants Administrator
City of Madera | Administration
205 West 4th Street, Madera, CA 93637
p. (559) 661.3692 | **c**. (559) 377-2312
mzuniga@madera.gov

From: Zelda Leon <zleon@madera.gov>
Sent: Friday, May 17, 2024 3:09 PM
To: Marcela Zuniga <mzuniga@madera.gov>; Liliana Camacho <lcamacho@madera.gov>
Subject: FW:

Hi, please see message below.

Thank you.

Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Hernan Guadarrama <guadarramahernan23@gmail.com>
Sent: Friday, May 3, 2024 4:51 PM
To: >CityClerkInfo <cityclerkinfo@madera.gov>
Subject:

You don't often get email from guadarramahernan23@gmail.com. Learn why this is important

Item:	B-1
Minutes for:	06/12/2024s
Adopted:	06/19/2024

Minutes of a Special Meeting of the Madera City Council

June 12, 2024 **Council Chambers**
5:50 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: 815 8856 1404#. 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 5:50 p.m.

ROLL CALL:

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

Absent: Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Director of Human Resources Wendy Silva, Public Works Director Ismael Hernandez, Deputy City Engineer Ellen Bitter and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Villegas

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA WAS APPROVED BY A 5/0 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.

Johanna Torres invited everyone to the raising of a Mental Health Awareness banner over the bridge (overpass) near the Courthouse on Thursday, June 13th at 9:30 a.m.

Evelyn Gasselum asked if there are plans for future water/sewer situations. Mayor Garcia advise that would be discussed in one of the agenda items and asked her to wait until then to make a public comment.

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

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

A-1 Ratify declaration of a local emergency and approve emergency procurement of response and repairs to Avenue 13 sewer trunk main due to multiple failure sites

Recommendation: Adopt Resolutions:

1. Ratifying the declaration of a local emergency by the City Manager as Director of Emergency Services due to additional failure of the City's sewer trunk line on June 10, 2024; and
2. Making a finding of emergency relating to emergency response and repairs to the sanitary sewer main and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main (Report by Wendy Silva)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM A-1 WAS APPROVED BY A 5/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBERS MONTES AND MEJIA. ABSTAIN: NONE.

RES 24-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING THE DECLARATION OF A LOCAL EMERGENCY BY THE CITY MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES DUE TO ADDITIONAL FAILURE OF THE CITY'S SEWER TRUNK LINE ON JUNE 10, 2024

RES 24-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A FINDING OF CONTINUING EMERGENCY RELATING TO SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 WEST OF GRANADA DRIVE, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

A-2 Contract Award for the Avenue 13 Sewer Interceptor Rehabilitation, City Project No. SS-00014

Recommendation: Adopt a Resolution:

1. Adopting a Class 1 (Existing Facilities) and Class 2 (Replacement or Reconstruction) Categorical Exemptions under CEQA Guidelines Sections 15301 and 15302; and
2. Approving the Contract Award for the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project No. SS-00014 in the amount of $8,328,452.00 to SAK Construction, LLC, as to its material terms;and
3. Authorizing a Contingency of 20 percent of the Contract amount; and
4. Authorizing the City Manager to Execute the Agreement on behalf of the City (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR GARCIA AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-2 WAS APPROVED BY A 5/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBERS MONTES AND MEJIA. ABSTAIN: NONE.

RES 24-83 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING A CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CLASS 1 AND CLASS 2 CATEGORICAL EXEMPTIONS AND APPROVING THE CONTRACT AWARD FOR THE AVENUE 13 SEWER INTERCEPTOR REHABILITATION PROJECT IN THE AMOUNT OF $8,328,452.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

ADJOURNMENT: Meeting was adjourned at 6:22 p.m.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

Item:	B-1
Minutes for:	06/05/2024
Adopted:	06/19/2024

Minutes of a Regular Meeting of the Madera City Council and Special Meeting of the Madera City Council as the Groundwater Sustainability Agency and Special Meeting of the Madera City Council

June 5, 2024 **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: 837 5313 6682#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

The Regular meeting, the Special Meeting of the GSA and the Special Meeting of the Madera City Council were opened.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Cece Gallegos, District 1 (Absent during special meeting. Arrived at 6:38 p.m.)
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Representative Roy Santos, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin Macomb, Fire Battalion Chief Ralph Duran, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Deputy City Engineer Ellen Bitter, Senior Civil Engineer Matt Bullis, Wastewater Treatment Plant Manager Gabriel Bostan and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: Councilmember Evans

APPROVAL OF AGENDAS:

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE AGENDAS WERE APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR PRO TEM GALLEGOS. ABSTAIN: NONE.

Mayor Garcia announced that Council would be hearing the Special Meeting sewer item first and then they would continue with the regular meeting.

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

A-1 Emergency Repairs to Avenue 13 Sewer Trunk Main between Granada Drive and Road 24

Recommendation: Adopt a Resolution making a finding of emergency relating to sewer failure on the sewer main in Avenue 13 between Granada Drive and Road 24, affirming the emergency actions taken by the City Manager to make emergency repairs on the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

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

RES 24-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A FINDING OF EMERGENCY RELATING TO SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 BETWEEN GRANADA DRIVE AND ROAD 24, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

The Special Meeting was concluded at 6:20 p.m.

Council continued with the Regular Meeting/Special Meeting of the Groundwater Sustainability Agency.

PRESENTATIONS:

1. Proclamation Recognizing Juneteenth Day
2. Proclamation Recognizing PRIDE Month

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.

Lynette Lomeli, Executive Director of Madera Coalition for Community Justice stated they are planning the first ever Pride event to be held on Saturday, June 22nd from 5:00 p.m. – 8:00 p.m. at the Community Garden located at 611 4th Street.

Kyle Savage, Congressman John Duarte's Field Representative for Madera/Fresno County recognized the City's outstanding sewer trunk line failure. He stated they will be holding a Service Academy information

night on June 17th at Castle Air Museum in Atwater at 6:00 p.m. It was National Police Week three weeks ago and it was National Peace Officer Memorial Day on May 15th. He advised that Congressman Duarte voted for the bipartisan Improving Law Enforcement Officer Safety and Wellness Through Data Act.

Johanna Torres thanked Council for the proclamations that recognized two communities. She mentioned the Pride Event that the Madera Coalition For Community Justice will be holding. Ms. Torres asked that Council consider financially supporting a historic safe space.

A member of the community stated that the NAACP, along with the Madera County Arts Council, is sponsoring an art exhibit on June 13th from 5:00 p.m. – 7:00 p.m.

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

A. **PUBLIC HEARINGS:** 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.

City Clerk Alicia Gonzales announced that Mayor Pro Tem had arrived at 6:38 p.m.

No Public Comment was presented. Public Comment was closed.

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

B-1 Minutes – May 15, 2024

Recommendation: Approve the City Council Minutes of May 15, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for May 4, 2024 to May 24, 2024 (Report by Michael Lima)

B-3 Informational Report on Contract City Attorney Services and Litigation Expenditures

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

B-4 Update to Administrative Policy 45: Injury and Illness Prevention Program to Include the Workplace Violence Prevention Plan

Recommendation: Adopt a Resolution:

1. Approving revisions to Administrative Policy (AP) No. 45: Injury and Illness Prevention Program (IIPP) to add AP 45.2: Workplace Violence Prevention Plan in compliance with Cal/OSHA Requirements under California Senate Bill (SB) 553; and
2. Rescinding Administrative Policy 32: Safety in the Workplace – Prohibition of Weapons &Threats of Violence (Report by Wendy Silva)

RES 24-67 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AP 45.2: WORKPLACE VIOLENCE PREVENTION PLAN AND RESCINDING AP 32: SAFETY IN THE WORKPLACE – PROHIBITION OF WEAPONS & THREATS OF VIOLENCE

B-5 Acceptance of Repairs at the Centennial Park Pool Complex

Recommendation: Staff recommends that the City Council approve Minute Order Approving:

1. Acceptance of the Repairs at the Centennial Park Pool Complex located at 221 Flume Street; and
2. The Recording of Notice of Completion (Report by Joseph Hebert)

B-6 Adoption of Updated District Boundary to Include Property Annexed into the City (Country Club Drive-Martin Street Annexation)

Recommendation: Waive the full reading and adopt an Ordinance of the City Council of the City of Madera amending Subsection C (3) of Section 2-1.21 of the City Municipal Code to adopt revised district boundaries by title only, including CEQA Guidelines Section 15061(b)(3) determination (Report by Alicia Gonzales)

ORD 1010 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SUBSECTION (C)(3) OF SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE AND ADOPTING REVISED DISTRICT VOTING BOUNDARIES

B-7 Approval of Fleet Rollup Door Removal and Replacement Contract

Recommendation: Adopt a resolution awarding a contract to D L Batty, Inc. for the Removal and Replacement of Fleet Rollup Doors in the amount of $162,191.80, and a finding of a Class 1 CEQA Categorical Exemption (Existing Facilities) (Report by Michael Lima)

RES 24-68 RESOLUTION AWARDING A CONTRACT UNDER INVITATION FOR BIDS (IFB) NO. 202324-21 TO D L BATTY, INC. FOR THE REMOVAL AND REPLACEMENT OF FLEET ROLLUP DOORS IN THE AMOUNT OF $162,191.80

B-8 General Election for Mayor and Council Districts 2, 4, and 6

Recommendation: Adopt a Resolution calling for and requesting consolidation of the City's General Municipal Election with the General Election on November 5, 2024, for the election of City Council elected to serve as Mayor and Council Districts 2, 4, and 6; and requesting that the Madera County Clerk render election services relating to the conduct of the election (Report by Alicia Gonzales)

RES 24-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS OF THE CITY OF MADERA FOR COUNCIL MEMBERS OF DISTRICTS 2, 4, AND 6, AND FOR THE ELECTION OF MAYOR AT-LARGE

TO BE HELD IN THE CITY OF MADERA ON NOVEMBER 5, 2024 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION

C. WORKSHOP:

C-1 Budget Workshop (Report by Michael Lima)

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

D-1 City's Participation in the 4th of July Community Event

Recommendation: Adopt Resolutions:

1. Authorizing up to $8,000 in payment to the Greater Madera Kiwanis should the 4th of July Community Event not raise adequate funds; and
2. Approving a Budget Amendment to the Fiscal Year 2023/2024 Operating Budget to appropriate General Fund balance for payment to the Greater Madera Kiwanis; and
3. Waiving the fees to cover the costs of police services of $2,068 (Report by Giachino Chiaramonte)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY MAYOR PRO TEM GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-1 AUTHORIZING UP TO $5,000 NOT $8,000 IN PAYMENT WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 24-70 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING UP TO $5,000 IN PAYMENT TO THE GREATER MADERA KIWANIS SHOULD THE 4TH OF JULY COMMUNITY EVENT NOT RAISE ADEQUATE FUNDS

RES 24-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024 BUDGET

RES 24-72 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE SERVICES FOR THE 4TH OF JULY COMMUNITY EVENT FOR THE GREATER MADERA KIWANIS IN THE AMOUNT OF $2,068

D-2 Piggyback purchase agreements for Fleet Division-related purchase

Recommendation: Adopt a Resolution approving Sourcewell piggyback agreement with PB Loader Corporation for the purchase of an all-electric utility truck in the amount of $129,016.41 for the Facilities Division and approve a Budget

Amendment in the amount of $46,517 to fund the recommended purchase (Report by Michael Lima)

No Public Comment was presented. Public Comment was closed.

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

RES 24-73 RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT WITH PB LOADER CORPORATION FOR THE PURCHASE OF AN ALL-ELECTRIC UTILITY TRUCK FOR THE FACILITIES DIVISION IN THE AMOUNT OF $129,016,41

RES 24-74 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2023/2024

D-3 Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2024, to June 30, 2025, for Fire Service Operations

Recommendation: Adopt a Resolution approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2024, to June 30, 2025, for $6,236,553 (Report by Justin Macomb)

No Public Comment was presented. Public Comment was closed.

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

RES 24-75 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 FIREPROTECTION (CAL FIRE) FROM JULY 1, 2024, TO JUNE 30, 2025, FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA

D-4 Purchase of Real Property located at 16564 N. Lake Street (APN: 038-030-028) for Planned Northeast Water Storage Tank

Recommendation: Adopt a Resolution:

1. Approving the Agreement for Purchase of a portion of Real Property located at 16564 N. Lake Street (APN: 038-030-028) for $222,000 and Joint Escrow Instructions; and
2. Accepting the Grant Deed (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-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 24-76 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF

REAL PROPERTY FOR APN: 038-030-028 FOR A NEW WATER STORAGE TANK

D-5 Caltrans State Route 145 Yosemite Avenue Project Cooperative Agreement – Local Only Contribution

Recommendation: Adopt a Resolution Approving Cooperative Agreement – Local Contribution Only (Agreement) in the amount $3,000,000 with State of California Department of Transportation (Report by Keith Helmuth)

No Public Comment was presented. Public Comment was closed.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-5 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 24-77 A RESOLUTION APPROVING COOPERATIVE AGREEMENT – LOCAL CONTRIBUTION ONLY WITH STATE OF CALIFORNIA DEPARTMENT OF TRNSPORTATION IN THE AMOUNT OF $3,000,000

D-6 Measure T 2024 Draft Expenditure Plan

Recommendation: Adopt a Resolution Approving the Draft 2024 Measure T Expenditure Plan (Report by Keith Helmuth)

Sandra Uribe, Policy Advocate for Leadership Council with Justice and Accountability who works closely with the communities of Fairmead and La Vina stated that there are things lacking in the Measure to comply with community demands and requirements. She stated that there should be community engagement going forward; a 30-day public comment period; funds used exclusively for existing communities and not used for capacity expansion projects; and ensuring that 80% is going to local streets and roads as it says regional boundaries but should stay local.

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

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY MAYOR PRO TEM GALLEGOS, ITEM D-6 WAS APPROVED BY A 6/1 VOTE. NOES: COUNCILMEMBER MEJIA. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

NO: 1 **COUNCILMEMBER MEJIA**

RES 24-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE MEASURE T 2024 EXPENDITURE PLAN

D-7 Temporary authority for the City Manager to offer higher than C-step for Deputy City Engineer, Senior Civil Engineer, and Senior Planner candidates

Recommendation: Adopt a Resolution providing the City Manager temporary authority to offer candidates considered for Deputy City Engineer, Senior Civil

Engineer, and Senior Planner positions higher than C-step on the assigned salary range for the classifications (Report by Wendy Silva)

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

RES 24-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA PROVIDING THE CITY MANAGER TEMPORARY AUTHORITY TO OFFER DEPUTY CITY ENGINEER,SENIOR CIVIL ENGINEER, AND SENIOR PLANNER CANDIDATES HIGHER THAN C-STEP ON THEASSIGNED SALARY RANGE

E. ADMINISTRATIVE REPORTS:

E-1 Madera Subbasin Joint Groundwater Sustainability Plan (GSP) – Re-Consideration of Five-Year Evaluation and Update of the GSP

Recommendation: Receive Report and provide direction regarding information provided to the City Council (Report by Keith Helmuth)

E-2 Mayor's Appointment to the San Joaquin River Conservancy Board

Recommendation: Approve a Minute Order Approving the Mayor's Appointment to the San Joaquin River Conservancy Board (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, ITEM E-2 SELECTING MAYOR GARCIA AS THE PRIMARY REPRESENTATIVE WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

E-3 PG&E Policy and Customer Resource Update

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

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Mayor Pro Tem Gallegos had nothing to report.

Councilmember Rodriguez thanked the MPOA (Madera Police Officer Association) for the first ever MPOA golf tournament this Friday at the Dragonfly Golf Club.

Councilmember Montes thanked staff for their work at the Avenue 13 sewer line failure.

Councilmember Evans thanked everyone for their work at the Avenue 13 sewer line failure. She reminded everyone that there will be a Juneteenth celebration at Courthouse Park on June 19th starting at 10:00 a.m.

Councilmember Mejia thanked staff for the cooling centers. She mentioned that Madera Metro promoted the cooling centers by putting out notices in English and Spanish. She also mentioned that the Police Department had their lobby open to customers and they also provided water

for those customers. Councilmember Mejia mentioned that their used to be a Splash Park at Rotary Park and would like the Splash Park considered during budget talks.

Councilmember Villegas stated that he attended the Pioneer Technical Center graduation this morning and that 41 students graduated.

Mayor Garcia had nothing to report.

G. **CLOSED SESSION**: None

ADJOURNMENT: Meeting was adjourned at 9:38 p.m.

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: June 19, 2024

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for May 25, 2024 to June 7, 2024

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of May 25, 2024 to June 7, 2024 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	39536 – 39627	$1,962,763.87

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$697,583.04
SDI	EDD	$2,767.90
CalPERS Payment	CalPERS	$148,999.84

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

June 19, 2024

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39536	05/28/2024	WATER OPS	WATER OPS	FERGUSON ENTERPRISES, INC.	WB67 HYDRANT	$ 3,683.90
39537	05/28/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$ 2,800.00
39538	05/28/2024	ENGINEERING	CDBG PUB IMPR	DAVID J. BOYLE	ENG - FRONT COUNTER REMODEL PROJECT	$ 13,265.80
39538	05/28/2024	ENGINEERING	ENGINEERING	DAVID J. BOYLE	ENG - FRONT COUNTER REMODEL PROJECT	$ 2,128.00
39538	05/28/2024	PARKS ADMIN	PROP 68 GRANT	DAVID J. BOYLE	PARKS - LTC RESTROOMS	$ 21,868.24
39539	05/28/2024	CITY CLERK	CITY COUNCIL	ANDREW J. MEDELLIN	WOY ACRYLIC PLAQUES	$ 770.74
39540	05/28/2024	FIRE	MEAS K - FIRE	ALLSTAR FIRE EQUIPMENT	MISC FIRE EQUIPMENT	$ 5,302.43
39541	05/28/2024	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER FOR 05/10/24 PAYROLL	$ 318.49
39542	05/28/2024	CITY CLERK	PURCHASING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	$ 8.68
39543	05/28/2024	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	Q4 23/24 CONTRACT/AUDIT SALES TAX	$ 10,192.94
39544	05/28/2024	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 64.58
39544	05/28/2024	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 528.75
39544	05/28/2024	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 177.89
39544	05/28/2024	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 285.45
39544	05/28/2024	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 934.91
39544	05/28/2024	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 203.60
39544	05/28/2024	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 271.31
39544	05/28/2024	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 300.60
39544	05/28/2024	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 1,203.95
39544	05/28/2024	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 1,040.04
39544	05/28/2024	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 2,477.96
39544	05/28/2024	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 2,605.11
39544	05/28/2024	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 1,018.91
39544	05/28/2024	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 1,764.12
39544	05/28/2024	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 5,081.12
39544	05/28/2024	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 4,835.93
39544	05/28/2024	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 2,231.10
39544	05/28/2024	FINANCE	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 489.11
39544	05/28/2024	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 185.29
39544	05/28/2024	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES - 05/01/24/05/15/24	$ 8,246.77
39544	05/28/2024	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 04/16/24-04/30/24	$ 1,279.75
39545	05/28/2024	FINANCE	GENERAL TRUST	CA ENVIRONMENTAL PROTECTION AGENCY	MPD ASSET FORFEITURE - 24M-09245	$ 78.92
39546	05/28/2024	FINANCE	AIRPORT OPS	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 130.51
39546	05/28/2024	FINANCE	CENTRAL ADMIN	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 132.08
39546	05/28/2024	FINANCE	COMM & REC	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 524.68
39546	05/28/2024	FINANCE	COMPUTER MAINT	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 14.00
39546	05/28/2024	FINANCE	ENGINEERING	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 96.24
39546	05/28/2024	FINANCE	FACILITIES MAINT	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 857.63
39546	05/28/2024	FINANCE	FLEET MAINT	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 436.54
39546	05/28/2024	FINANCE	PARKS	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 648.88
39546	05/28/2024	FINANCE	STREETS	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 1,464.07
39546	05/28/2024	FINANCE	SEWER OPS	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 283.24

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39546	05/28/2024	FINANCE	UB - WATER	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 44.04
39546	05/28/2024	FINANCE	WATER OPS	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 659.17
39546	05/28/2024	FINANCE	WATER QUALITY CONTROL	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 175.52
39546	05/28/2024	FINANCE	WWTP	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 746.69
39546	05/28/2024	FINANCE	PD OPS	SECURITAS TECHNOLOGY CORPORATION	UNIFORM SERVICES 04/24	$ 134.03
39547	05/28/2024	FACILITIES	FACILITIES MAINT	AZCO SUPPLY, INC.	332L TRAFFIC SIGNAL CABINET	$ 11,458.26
39548	05/28/2024	PARKS ADMIN	CCLP GRANT	KELLY SPICERS INC.	CCLGP - TRASH RECEPTACLES	$ 56,026.58
39549	05/28/2024	INFO SERVICES	FINANCE	HP INC.	CHECK PRINTER	$ 184.07
39550	05/28/2024	ENGINEERING	LTF - STREETS	FEHR & PEERS	CONSULTING FOR GRANT WRITING	$ 2,483.75
39551	05/28/2024	WATER OPS	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 1,152.00
39551	05/28/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 576.00
39551	05/28/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	MONTHLY WELL SAMPLING	$ 396.00
39552	05/28/2024	FINANCE	COMM & REC	AT&T	04/24 CALNET 3 SERVICE 9391026396	$ 264.56
39552	05/28/2024	FINANCE	MEAS K - FIRE	AT&T	04/24 CALNET 3 SERVICE 9391068734	$ 57.29
39552	05/28/2024	FINANCE	SR CITIZEN COMM	AT&T	04/24 CALNET 3 SERVICE 9391026403	$ 31.86
39552	05/28/2024	FINANCE	SR CITIZEN COMM	AT&T	04/24 CALNET 3 SERVICE 9391026398	$ 29.12
39552	05/28/2024	FINANCE	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391059143	$ 2,041.87
39552	05/28/2024	FINANCE	PD OPS	AT&T	04/24 CALNET 3 SERVICE 9391026401	$ 29.12
39553	05/28/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #19 06/24	$ 841.00
39554	05/28/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #23 06/24	$ 842.07
39555	05/28/2024	GRANTS	HOME PROGRAM INCOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #86 06/24	$ 820.59
39556	05/28/2024	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 73.62
39556	05/28/2024	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 90.74
39556	05/28/2024	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 41.95
39556	05/28/2024	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 270.63
39556	05/28/2024	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 414.60
39556	05/28/2024	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 74.43
39556	05/28/2024	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 167.79
39556	05/28/2024	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 81.19
39556	05/28/2024	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 41.14
39556	05/28/2024	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 41.14
39556	05/28/2024	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 41.95
39556	05/28/2024	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 41.95
39556	05/28/2024	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 41.14
39556	05/28/2024	PURCHASING	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 113.66
39556	05/28/2024	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 189.19
39556	05/28/2024	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 05/24	$ 200.26
39556	05/28/2024	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 05/24	$ 235.93
39557	05/28/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 05/10/2024 PAYROLL	$ 1,028.25
39558	05/28/2024	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	$ 759.50
39559	05/28/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 04/16/24-04/30/24	$ 14,910.00
39559	05/28/2024	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 05/01/24-05/15/24	$ 11,925.00
39560	05/28/2024	HR/RISK MGT	PD OPS	GAONA, JUAN	TUITION REIMBURSEMENT	$ 459.00
39561	05/28/2024	HR/RISK MGT	BUILDING	KAISER FOUNDATION HEALTH PLAN	CITY PAID RETIREE MEDICAL BILL 06/01/24-06/30/24	$ 72.00
39562	05/28/2024	FIRE	MEAS K - FIRE	L.N. CURTIS & SONS	MISC EQUIPMENT	$ 5,783.57

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39563	05/28/2024	FINANCE	GENERAL TRUST	MADERA COUNTY	MPD ASSET FORFEITURE - 24M-09245	$ 1,894.03
39564	05/28/2024	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	MPD ASSET FORFEITURE - 24M-09245	$ 610.50
39565	05/28/2024	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	MPD ASSET FORFEITURE - 24M-09245	$ 789.18
39566	05/28/2024	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	MPD ASSET FORFEITURE - 24M-09245	$ 5,129.66
39567	05/28/2024	HR/RISK MGT	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERSTISEMENT	$ 258.40
39568	05/28/2024	FINANCE	CFD DEBT FUND - 2006 BONDS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE - 03/30/24-06/29/24	$ 63.26
39568	05/28/2024	FINANCE	WATER OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE - 03/30/24-06/29/24	$ 316.30
39568	05/28/2024	FINANCE	WWTP	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE - 03/30/24-06/29/24	$ 126.52
39569	05/28/2024	ENGINEERING	WATER CAPITAL OUTLAY	PROVOST & PRITCHARD CONSULTING	DESIGN SERVICES FOR W-000009	$ 325.50
39570	05/28/2024	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 104.02
39570	05/28/2024	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 38.01
39570	05/28/2024	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 52.01
39570	05/28/2024	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 152.04
39570	05/28/2024	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 1.67
39570	05/28/2024	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 38.01
39570	05/28/2024	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 1.67
39570	05/28/2024	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 52.01
39570	05/28/2024	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 14.11
39570	05/28/2024	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 1.67
39570	05/28/2024	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 1.67
39570	05/28/2024	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 144.03
39570	05/28/2024	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 38.01
39570	05/28/2024	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 96.27
39570	05/28/2024	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 04/11/24-05/10/24	$ 494.21
39571	05/28/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	KING HUSSEIN SCHOOL DEVELOPMENT PLAN CHECK	$ 2,688.75
39571	05/28/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN REVIEW - 24-131 7-11	$ 4,977.50
39571	05/28/2024	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	MAP REVIEW - 24-160 24-P-01	$ 1,200.00
39572	05/28/2024	PW ADMIN	WWTP	OTP - FINANCE	PER DIEM - AC24 ANNUAL CONFERENCE & EXPO	$ 92.84
39573	05/28/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	$ 50.00
39573	05/28/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	$ 55.00
39573	05/28/2024	PARKS ADMIN	PARKS ADMIN	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	$ 25.00
39574	05/28/2024	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	$ 70.00
39575	05/28/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB REFUND 9925079	$ 69.18
39576	05/28/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB REFUND 9919435	$ 116.35
39577	05/28/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB REFUND 9926050	$ 103.65
39578	05/28/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB REFUND 8542001	$ 89.00
39579	05/28/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB REFUND 9896114	$ 171.88
39580	05/28/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB REFUND 9905219	$ 284.31
39581	05/29/2024	PLANNING	PLANNING	MICHAEL BAKER INTERNATIONAL, INC.	CONSULTING SERVICES - HOUSING ELEMENT	$ 38,230.00
39582	05/30/2024	PD OPS	PD OPS	SMITH, JEREMY	PER DIEM - FIREARMS INSTRUCTOR COURSE	$ 851.00
39583	05/30/2024	PD OPS	PD OPS	ADAMS, MARK	PER DIEM - MANAGEMENT COURSE #2	$ 327.75
39584	05/30/2024	PD OPS	HEALTH AND WELLNESS	MCCOMBS, MATTHEW	PER DIEM - RESILIENCY CONFERENCE	$ 111.00
39585	05/30/2024	PD OPS	PD OPS	OTP - FINANCE	PER DIEM - COMMUNICATIONS TRAINING OFFICER	$ 351.50
39586	06/04/2024	FIRE	WATER OPS	FERGUSON ENTERPRISES, INC.	WB67 HYDRANT	$ 5,953.75
39587	06/04/2024	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	$ 2,800.00

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39588	06/04/2024	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	FY 23/24 SPORTS PROGRAM APPAREL	$ 284.57
39589	06/04/2024	PARKS ADMIN	CCLP GRANT	ANDREW J. MEDELLIN	CCLGP TRAIL & TRASH CANS	$ 4,748.93
39590	06/04/2024	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARN. ORDER FOR 05/24/24 PAYROLL	$ 318.49
39591	06/04/2024	HR/RISK MGT	INS/RISK MGT	EMPLOYEE BENEFIT SPECIALISTS, INC.	FINANCIAL SERVICES - ACA REPORTING	$ 5,933.90
39592	06/04/2024	FIRE	MEAS K - FIRE	MESA ENERGY SYSTEMS, INC	FIRE #58 AC REPAIRS	$ 905.00
39593	06/04/2024	ENGINEERING	TRANSPORTATION IMPACT FEE	CORNERSTONE STRUCTURAL ENG GROUP, INC.	B-02 DESIGN SERVICES FOR WESTBERRY BRIDGE	$ 3,219.05
39594	06/04/2024	WWTP	WWTP	FLO-LINE TECHNOLOGY, INC.	EMEGENCY REBUILD - PUMP #1	$ 12,550.00
39595	06/04/2024	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 39.00
39595	06/04/2024	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 39.00
39595	06/04/2024	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 351.00
39595	06/04/2024	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 78.00
39595	06/04/2024	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 117.00
39595	06/04/2024	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 78.00
39595	06/04/2024	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 39.00
39595	06/04/2024	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 19.50
39595	06/04/2024	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 19.50
39595	06/04/2024	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 39.00
39595	06/04/2024	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 05/24	$ 39.00
39596	06/04/2024	ENGINEERING	WATER CAPITAL OUTLAY	UNIFIED FIELD SERVICES CORPORATION	RENOVATION OF LOY COOK WATER TOWER, W-22 & W-34	$ 691,282.49
39597	06/04/2024	INFO SERVICES	FINANCE	HP INC.	CHECK PRINTER - PR	$ 526.83
39598	06/04/2024	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 576.00
39599	06/04/2024	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 01/24	$ 544.68
39599	06/04/2024	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 02/24	$ 505.03
39599	06/04/2024	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 03/24	$ 505.52
39599	06/04/2024	FINANCE	AIRPORT OPS	AT&T	SERVICE 831-000-6408-576 04/24	$ 505.52
39599	06/04/2024	FINANCE	BUILDING	AT&T	SERVICE 831-000-6408-576 01/24	$ 110.84
39599	06/04/2024	FINANCE	BUILDING	AT&T	SERVICE 831-000-6408-576 02/24	$ 102.77
39599	06/04/2024	FINANCE	BUILDING	AT&T	SERVICE 831-000-6408-576 03/24	$ 102.87
39599	06/04/2024	FINANCE	BUILDING	AT&T	SERVICE 831-000-6408-576 04/24	$ 102.87
39599	06/04/2024	FINANCE	CITY ATTORNEY	AT&T	SERVICE 831-000-6408-576 01/24	$ 36.10
39599	06/04/2024	FINANCE	CITY ATTORNEY	AT&T	SERVICE 831-000-6408-576 02/24	$ 33.47
39599	06/04/2024	FINANCE	CITY ATTORNEY	AT&T	SERVICE 831-000-6408-576 03/24	$ 33.51
39599	06/04/2024	FINANCE	CITY ATTORNEY	AT&T	SERVICE 831-000-6408-576 04/24	$ 33.51
39599	06/04/2024	FINANCE	CITY CLERK	AT&T	SERVICE 831-000-6408-576 01/24	$ 30.40
39599	06/04/2024	FINANCE	CITY CLERK	AT&T	SERVICE 831-000-6408-576 02/24	$ 28.19
39599	06/04/2024	FINANCE	CITY CLERK	AT&T	SERVICE 831-000-6408-576 03/24	$ 28.21
39599	06/04/2024	FINANCE	CITY CLERK	AT&T	SERVICE 831-000-6408-576 04/24	$ 28.21
39599	06/04/2024	FINANCE	CODE ENF	AT&T	SERVICE 831-000-6408-576 01/24	$ 607.38
39599	06/04/2024	FINANCE	CODE ENF	AT&T	SERVICE 831-000-6408-576 02/24	$ 563.17
39599	06/04/2024	FINANCE	CODE ENF	AT&T	SERVICE 831-000-6408-576 03/24	$ 563.71
39599	06/04/2024	FINANCE	CODE ENF	AT&T	SERVICE 831-000-6408-576 04/24	$ 563.71
39599	06/04/2024	FINANCE	COMM & REC	AT&T	SERVICE 831-000-6408-576 01/24	$ 1,696.74
39599	06/04/2024	FINANCE	COMM & REC	AT&T	SERVICE 831-000-6408-576 02/24	$ 1,573.23
39599	06/04/2024	FINANCE	COMM & REC	AT&T	SERVICE 831-000-6408-576 03/24	$ 1,574.74
39599	06/04/2024	FINANCE	COMM & REC	AT&T	SERVICE 831-000-6408-576 04/24	$ 1,574.74

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39599	06/04/2024	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 01/24	$ 114.64
39599	06/04/2024	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 02/24	$ 106.29
39599	06/04/2024	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 03/24	$ 106.39
39599	06/04/2024	FINANCE	COMPUTER MAINT	AT&T	SERVICE 831-000-6408-576 04/24	$ 106.39
39599	06/04/2024	FINANCE	ENGINEERING	AT&T	SERVICE 831-000-6408-576 01/24	$ 254.61
39599	06/04/2024	FINANCE	ENGINEERING	AT&T	SERVICE 831-000-6408-576 02/24	$ 236.07
39599	06/04/2024	FINANCE	ENGINEERING	AT&T	SERVICE 831-000-6408-576 03/24	$ 236.30
39599	06/04/2024	FINANCE	ENGINEERING	AT&T	SERVICE 831-000-6408-576 04/24	$ 236.30
39599	06/04/2024	FINANCE	FINANCE	AT&T	SERVICE 831-000-6408-576 01/24	$ 86.77
39599	06/04/2024	FINANCE	FINANCE	AT&T	SERVICE 831-000-6408-576 02/24	$ 80.45
39599	06/04/2024	FINANCE	FINANCE	AT&T	SERVICE 831-000-6408-576 03/24	$ 80.53
39599	06/04/2024	FINANCE	FINANCE	AT&T	SERVICE 831-000-6408-576 04/24	$ 80.53
39599	06/04/2024	FINANCE	FIRE	AT&T	SERVICE 831-000-6408-576 01/24	$ 1,090.00
39599	06/04/2024	FINANCE	FIRE	AT&T	SERVICE 831-000-6408-576 02/24	$ 1,010.65
39599	06/04/2024	FINANCE	FIRE	AT&T	SERVICE 831-000-6408-576 03/24	$ 1,011.62
39599	06/04/2024	FINANCE	FIRE	AT&T	SERVICE 831-000-6408-576 04/24	$ 1,011.62
39599	06/04/2024	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 01/24	$ 106.40
39599	06/04/2024	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 02/24	$ 98.66
39599	06/04/2024	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 03/24	$ 98.75
39599	06/04/2024	FINANCE	GRANT OVERSIGHT	AT&T	SERVICE 831-000-6408-576 04/24	$ 98.75
39599	06/04/2024	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 01/24	$ 72.20
39599	06/04/2024	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 02/24	$ 66.95
39599	06/04/2024	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 03/24	$ 67.01
39599	06/04/2024	FINANCE	HR/RISK MGT	AT&T	SERVICE 831-000-6408-576 04/24	$ 67.01
39599	06/04/2024	FINANCE	PLANNING	AT&T	SERVICE 831-000-6408-576 01/24	$ 93.10
39599	06/04/2024	FINANCE	PLANNING	AT&T	SERVICE 831-000-6408-576 02/24	$ 86.33
39599	06/04/2024	FINANCE	PLANNING	AT&T	SERVICE 831-000-6408-576 03/24	$ 86.41
39599	06/04/2024	FINANCE	PLANNING	AT&T	SERVICE 831-000-6408-576 04/24	$ 86.41
39599	06/04/2024	FINANCE	UB - GARBAGE	AT&T	SERVICE 831-000-6408-576 01/24	$ 211.54
39599	06/04/2024	FINANCE	UB - GARBAGE	AT&T	SERVICE 831-000-6408-576 02/24	$ 196.13
39599	06/04/2024	FINANCE	UB - GARBAGE	AT&T	SERVICE 831-000-6408-576 03/24	$ 196.32
39599	06/04/2024	FINANCE	UB - GARBAGE	AT&T	SERVICE 831-000-6408-576 04/24	$ 196.32
39599	06/04/2024	FINANCE	UB - SEWER	AT&T	SERVICE 831-000-6408-576 01/24	$ 211.54
39599	06/04/2024	FINANCE	UB - SEWER	AT&T	SERVICE 831-000-6408-576 02/24	$ 196.14
39599	06/04/2024	FINANCE	UB - SEWER	AT&T	SERVICE 831-000-6408-576 03/24	$ 196.33
39599	06/04/2024	FINANCE	UB - SEWER	AT&T	SERVICE 831-000-6408-576 04/24	$ 196.33
39599	06/04/2024	FINANCE	UB - WATER	AT&T	SERVICE 831-000-6408-576 01/24	$ 423.08
39599	06/04/2024	FINANCE	UB - WATER	AT&T	SERVICE 831-000-6408-576 02/24	$ 392.28
39599	06/04/2024	FINANCE	UB - WATER	AT&T	SERVICE 831-000-6408-576 03/24	$ 392.66
39599	06/04/2024	FINANCE	UB - WATER	AT&T	SERVICE 831-000-6408-576 04/24	$ 392.66
39599	06/04/2024	FINANCE	CITY MANAGER	AT&T	SERVICE 831-000-6408-576 01/24	$ 36.10
39599	06/04/2024	FINANCE	CITY MANAGER	AT&T	SERVICE 831-000-6408-576 02/24	$ 33.47
39599	06/04/2024	FINANCE	CITY MANAGER	AT&T	SERVICE 831-000-6408-576 03/24	$ 33.51
39599	06/04/2024	FINANCE	CITY MANAGER	AT&T	SERVICE 831-000-6408-576 04/24	$ 33.51
39599	06/04/2024	FINANCE	PD OPS	AT&T	SERVICE 831-000-6408-576 01/24	$ 607.38

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39599	06/04/2024	FINANCE	PD OPS	AT&T	SERVICE 831-000-6408-576 02/24	$ 563.17
39599	06/04/2024	FINANCE	PD OPS	AT&T	SERVICE 831-000-6408-576 03/24	$ 563.71
39599	06/04/2024	FINANCE	PD OPS	AT&T	SERVICE 831-000-6408-576 04/24	$ 563.71
39600	06/04/2024	FINANCE	SEWER OPS	AT&T	05/24 CALNET 3 SERVICE 9391031570	$ 192.30
39600	06/04/2024	FINANCE	PD OPS	AT&T	05/24 CALNET 3 SERVICE 9391020514	$ 155.55
39601	06/04/2024	STREETS	STREETS	ALERT-O-LITE	REFLECTIVE ORANGE CONES	$ 4,938.60
39602	06/04/2024	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE #57	$ 2,956.97
39602	06/04/2024	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PD	$ 645.00
39603	06/04/2024	CITY ADMIN	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - TRAIN THE TRAINER COURSE	$ 425.50
39603	06/04/2024	PD OPS	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - CAL CHIEF'S ANNUAL TRAINING SYMPOSIUM	$ 224.25
39604	06/04/2024	ENGINEERING	AFFORDABLE HOUSING	CHICAGO TITLE COMPANY	TITLE REPORTS	$ 1,750.00
39605	06/04/2024	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 05/24/2024 PAYROLL	$ 1,028.25
39606	06/04/2024	FINANCE	COMPUTER MAINT	COMCAST	05/24 SERVICE 815550032032200	$ 88.13
39607	06/04/2024	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	$ 80.00
39608	06/04/2024	PD OPS	PD OPS	GONZALEZ, FELIX	PER DIEM - POST MANAGEMENT COURSE #2	$ 351.50
39609	06/04/2024	PW ADMIN	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL POLES	$ 1,732.00
39610	06/04/2024	HR/RISK MGT	HR/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 2,710.00
39610	06/04/2024	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 4,566.06
39611	06/04/2024	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 05/24	$ 310.00
39612	06/04/2024	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 05/24	$ 11,166.26
39613	06/04/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3819620697-3	$ 118.55
39613	06/04/2024	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 98.80
39613	06/04/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	05/24 SERVICE 8307681856-2	$ 849.71
39613	06/04/2024	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 14,522.14
39613	06/04/2024	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 1,086.56
39613	06/04/2024	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	05/24 SERVICE 2000655655-7	$ 1,912.88
39613	06/04/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/24 SERVICE 8178280304-3	$ 148.51
39613	06/04/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/24 SERVICE 7949615676-5	$ 21.02
39613	06/04/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/24 SERVICE 6690755760-8	$ 116.48
39613	06/04/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	05/24 SERVICE 1619119913-8	$ 123.66
39613	06/04/2024	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 40,055.00
39613	06/04/2024	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 1,544.94
39613	06/04/2024	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 953.47
39613	06/04/2024	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 63.54
39613	06/04/2024	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 10,075.36
39613	06/04/2024	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 3,236.40
39613	06/04/2024	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 296.89
39613	06/04/2024	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 27.79
39613	06/04/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9651992016-7	$ 205.32
39613	06/04/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 3642526071-2	$ 71.78
39613	06/04/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	05/24 SERVICE 9172110863-6	$ 13,542.22
39613	06/04/2024	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 126,104.26
39613	06/04/2024	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 1,212.21
39613	06/04/2024	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 9.94
39613	06/04/2024	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 29.85

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
39613	06/04/2024	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 21.41
39613	06/04/2024	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 10.98
39613	06/04/2024	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 52.67
39613	06/04/2024	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 39.38
39613	06/04/2024	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 29.85
39613	06/04/2024	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 9.70
39613	06/04/2024	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 69.73
39613	06/04/2024	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 11.06
39613	06/04/2024	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 72.10
39613	06/04/2024	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 22.79
39613	06/04/2024	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	04/24 SERVICE 3533032414-2	$ 173.50
39614	06/04/2024	STREETS	STREETS	SEAL RITE PAVING	ASPHALT PAVING/PATCHING	$ 193,467.00
39615	06/04/2024	PD OPS	PD OPS	SPEAKWRITE LLC	TRANSLATION SERVICES	$ 1,644.07
39616	06/04/2024	PW ADMIN	FACILITIES MAINT	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D2 - JOHNSON	$ 60.00
39616	06/04/2024	PW ADMIN	WWTP	STATE WATER RESOURCES CONTROL BOARD	CERTIFICATION RENEWAL D2 - BOSTAN	$ 60.00
39617	06/04/2024	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/24/24 PAYROLL	$ 45.56
39618	06/04/2024	HR/RISK MGT	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - TRANSIT	$ 150.00
39619	06/04/2024	FINANCE	FINANCE	OTP - FINANCE	PER DIEM - REIMBURSEMENT	$ 127.67
39620	06/04/2024	UB - WATER	WATER FUND	AR REFUNDS	UB 9907034	$ 334.22
39621	06/04/2024	BUILDING	PLANNING	BLDING/PLAN REFNDS	INCENTIVE FEE REDUCTION PROGRAM	$ 1,999.25
39622	06/04/2024	RECREATION	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY YOUTH HUT 05.04.24	$ 50.00
39623	06/04/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	$ 50.00
39623	06/04/2024	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	$ 115.00
39624	06/04/2024	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	CANCELLATION REIMBUREMENT	$ 50.00
39625	06/04/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - PANAM MULTI-ROOM	$ 100.00
39626	06/04/2024	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	$ 50.00
39627	06/04/2024	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9341001 TERM REFUND	$ 109.88
483	05/28/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/24/2024	$ 13,744.88
484	05/28/2024	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/24/2024	$ 2,855.34
485	05/29/2024	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	05/24 MONTHLY DUES	$ 2,425.00
486	05/29/2024	UB - WATER	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 05/29/2024	$ 796.16
487	05/31/2024	FINANCE	GENERAL CAPITAL PROJECTS	BANC OF AMERICA PUBLIC CAPITAL CORP	ENGIE SOLAR PROJECT	$ 235,463.85
488	05/31/2024	FINANCE	SEWER FUND	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	$ 226,764.17
489	06/04/2024	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 06/04/2024	$ 1,189.89
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 1,962,763.87**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

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 an informational update on employment matters, including new hires, transfers, and terminations. This report represents activity since the prior report submitted on the May 15, 2024, City Council agenda.

DISCUSSION:

The Civil Service Commission (Commission) met on June 4, 2024, and approved eligibility lists for the following positions:

- Neighborhood Preservation Specialist I
- Public Safety Dispatcher
- Public Works Maintenance Worker II
- Permit Technician
- Water System Technician

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
Salvador Rangel	Police Officer Trainee	Police	FT	5/20/24

Table 1: *New Hires and Re-hires, continued*				
Name	Position	Department	Status*	Effective Date
Graciela Castellanos Mendivil	Public Safety Dispatcher	Police	FT	5/20/24
Eric Gardini	Construction Inspector I	Engineering	FT	6/3/24
Araceli Alvarez-Cruz	Accounting Technician II	Finance – Utility Billing	FT	6/3/24
Celeste Ledesma	Lifeguard/Swim Instructor and Program Leader I	Parks & Community Services	PT	6/3/24
Jose Navarro	Park Aide	Parks & Community Services	PT	6/4/24
Chloe Qualls	Lifeguard/Swim Instructor and Program Leader I	Parks & Community Services	PT	6/6/24
Johnny Torres-Gonzalez	Lifeguard/Swim Instructor and Program Leader I	Parks & Community Services	PT	6/6/24

*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
Gabriel Johnson	Police Officer I	Police Officer II	4/8/24
Eric Cisneros	Wastewater Treatment Plan Operator I	Wastewater Treatment Plan Operator I	5/17/24
Desiree Velasco	Program Leader I – After School Program (ASP)	Program Leader I – Recreation	5/31/24
Elise Zuniga	Program Leader I – ASP	Program Leader I – Recreation	5/31/24
Asa Martinez	Program Leader I – ASP	Program Leader I – Recreation	5/31/24

Table 2: *Promotions, Transfers, or Assignment Changes, continued*			
Name	Old Position	New Position	Effective Date
Tasiana Gonzalez	Program Leader I – ASP	Program Leader I – Recreation	5/31/24
Alize Heather	Program Leader I – ASP	Program Leader I – Recreation	5/31/24
Asareel Jesua Martinez Solorzano	Program Leader I – ASP	Program Leader I – Recreation	5/31/24

The following employees separated from employment since our last report.

Table 3: *Separations*				
Name	Position	Department	Status*	Effective Date
David Fernandez	Park Aide	Parks & Community Services	PT	5/9/24
Maria Ochoa	Park Aide	Parks & Community Services	PT	5/11/24
Sonia Haro	Park Aide	Parks & Community Services	PT	5/22/24
Madison Shae Pierson	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Ashley Aaileen Flores	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Jose Eduardo Evangelista	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Crystal Lysette Lara	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Millie Guzman	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Clara Lick	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Rocco Dyllan Saracino	Program Leader I – ASP	Parks & Community Services	PT	5/31/24

Table 3: *Separations, continued*				
Name	Position	Department	Status*	Effective Date
Oscar Velasquez	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Hope Nkauj Noog Cha	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Xiomara Rendon	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Liliana Ramirez	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Cristian Candelas	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Monserrath Cardenas	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Casandra Avila Ramires	Program Leader I – ASP	Parks & Community Services	PT	5/31/24
Ernest Arballo	Park Aide	Parks & Community Services	PT	6/3/24
Abel Lopez	Park Aide	Parks & Community Services	PT	6/9/24

*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:

Wendy Silva, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: B-4

SUBJECT:

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

RECOMMENDATION:

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

SUMMARY:

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

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

DISCUSSION:

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

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

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

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

Attachment 1 to this report summarizes the City's projects submitted to FEMA and CalOES under this disaster. To be considered for reimbursement under the emergency declaration, all project work must be completed by July 14, 2024. At this time, the City has one remaining incomplete project relating to pump damage at the Wastewater Treatment Plant. Plant staff has advised that a Purchase Order has been issued based on quotes received for the work and the pump in question has been pulled from service and is ready for repair work.

FINANCIAL IMPACT:

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

ALTERNATIVES:

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

ATTACHMENTS:

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

Attachment 1

Federal Emergency Management Agency Event 4683DR-CA: California Severe Winter Storms, Flooding, Landslides, and Mudslides

City of Madera Submitted Projects

Category	Project	Work Status	Submitted All Documentation to FEMA	Submitted Cost to FEMA	Federal Cost Share
A - Debris Removal	Various Debris Cleanup - Citywide	Complete	Yes	31,639.79	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (days 1-60)	Complete	Yes	1,034,043.00	100%
B - Emergency Protective Measures	Avenue 13 Sewer Trunk Line - Emergency Bypass Pumping (61 days plus)	Complete	Yes	376,467.67	75/25
C - Roads and Bridges	Lewis St / Monterey St - Storm Drain and Sidewalk & T&C Park - Asphalt, Curb and Gutter	Complete	Yes	51,172.27	75/25
C - Roads and Bridges	NW Corner D St / Green Way (Sherwood Pond) - Asphalt and Storm Drain	Complete	Yes	17,742.58	75/25
C - Roads and Bridges	Knox St / Neplus Way - Asphalt	Complete	Yes	20,481.61	75/25
F - Utilities	WWTP - Repair/Replace Influent Pumps and Grit Pumps	Incomplete	Influent Pump #1: Repaired by contractor; pump reinstalled and is operational; inspection report received ($17,768.75 - Labor & $43,481.52 - Parts)		75/25
			Influent Pump #2: Repaired by contractor; pump reinstalled and is operational; inspection report received ($13,768.75)		
			Influent Pump #3: Pending damage assessment. FEMA Table Top Inspection occurred. Pump was removed, PO approved 6/11/2024, pump is ready for contractor to make off-site repair. (PO for repair approved for $20,051.75)		
			Grit Pump #1: Replacement pump installed. ($17,309.18)		
			Grit Pump #2: Staff has assessed the pump and advised it does not need repair at this time, indicating they believe it will last another year. ($0)		
F - Utilities*	Avenue 13 Sewer Trunk Line - Permanent Work	Complete	Yes	1,335,862.79	75/25

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

RESOLUTION NO. 24-__

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

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

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

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

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

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

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

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

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

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

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

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

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

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

****

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: June 19, 2024

Agenda Number: B-5

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Sports Program Fee Assistance Initiative

RECOMMENDATION:

Informational only. This report is intended to acknowledge donors during the Fiscal Year (FY) 2023/24, as well as bring awareness of the City's Sports Program Fee Assistance Initiative

SUMMARY:

The Fee Assistance Initiative is a program aimed at helping families cover part of the costs associated with youth sports fees in the City's recreational leagues and camps. This initiative is supported by generous donations from various organizations.

DISCUSSION:

The Fee Assistance Initiative is designed to help families cover a portion of the costs of youth sports camps and leagues. Staff has observed there are some children unable to participate in sports due to the associated expenses, prompting the creation of this initiative. This program is not a new concept to the City, as a fee waiver assistance program was in effect several years ago, with the target now being specifically towards youth sports camps and leagues.

To support this cause, staff reached out to local vendors and service clubs during FY 2023/24, presenting the mission of the initiative to seek donations. Thanks to generosity, staff received contributions from several organizations:

- Madera Evening Lions - $1,000
- CA Lions Youth Camp & Foundation - $500
- Madera Elks Lodge - $500

- Madera Omega Club - $150
- Call Valley Printing - $295

These donations, totaling $2,445, will help local families ensure children can participate in sports activities, fostering physical fitness and community involvement.

The funds collected for the Fee Assistance Initiative during FY 2023/24 will be utilized in FY 2024/25. To be eligible for this assistance, families must meet the following criteria:

- Residency: Families must be residents of Madera County.
- Age of Participants: Participants must be 17 years old or younger.
- Financial Need: Families receiving governmental assistance or enrolled in the PG&E CARE program are encouraged to apply.

Selected families can receive up to 50 percent of the youth sports camp or league fees covered by the initiative, per fiscal year, per child. Staff will keep a detailed list of the number of children served.

Note that this will be an ongoing effort, where donations are collected and utilized for this initiative.

FINANCIAL IMPACT:

The financial impact associated with the Fee Assistance Initiative relies on donations received, for staff to know how much is available towards the program. As this is a pilot program being re-initiated, staff recommends the donations collected in FY 2023/24, totaling $2,445, be budgeted in FY 2024/25 as allowable expense costs that can be available for utilization. No more than what was received in donations will be put towards the Fee Assistance Initiative, thus not impacting the General Fund.

Staff will work to collect donations during FY 2024/25, that would be used for FY 2025/26, and so forth. At the end of each fiscal year, the available amount of donations to be used towards the program would be known and budgeted accordingly.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

1. None

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: B-6

SUBJECT:

Accepting Improvements for the Bellava and Berk Subdivision

RECOMMENDATION:

Adopt a resolution:

1. Accepting improvements for the Bellava and Berk Subdivision
2. Authorize the filing of the Notice of Acceptance for said off-site improvements

SUMMARY:

The Subdivider, Bellava Construction, LLC, a California Limited Liability Company (Subdivider), has completed the 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 in the form of cash for the completed improvements. It is recommended that the City Council (Council) accept the improvements that have been completed for the Bellava and Berk Subdivision (Subdivision).

DISCUSSION:

The Subdivision is a 14-lot residential development on Adell Street between Lake Street and Merced Street (See Attachment 2 for a location map). Council approved the Final Map on December 18, 2019. The Subdivider has recently completed the off-site public improvements in accordance with the Agreement and improvement plans. Approval of the resolution will result in acceptance of improvements in accordance with the Agreement and improvement plans.

It is appropriate for the City to accept the completed improvements as the improvements have been completed and implemented in accordance with City Specifications and conform to current City Standards and as required by the Conditions of Approval for the Subdivision. The

improvements proposed for acceptance as part of the action represent the final acceptance of improvements associated with the Subdivision.

Acceptance 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. Performance bonds are returned following acceptance in accordance with 10-2.708.7.1 of the Madera Municipal Code. Payment bonds are returned six months following acceptance so long as no claims have been made against the bonds.

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 may not request reimbursement for those improvements eligible for reimbursement through the Development Impact Fee Program.

ATTACHMENTS:

1. Resolution
   Exhibit A: Notice of Acceptance
2. Project Location Map

Attachment 1

Resolution

RESOLUTION NO. 24 - ___

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

WHEREAS, the Subdivider, Bellava Construction, LLC, a California Limited Liability Company (Subdivider), has requested acceptance of the improvements for the Bellava and Berk Subdivision, and has submitted the required Warranty Bond; and

WHEREAS, the City Engineer has certified to this Council that the required improvements for Bellava and Berk Subdivision have been completed.

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

1. The above recitals are true and correct.

2. The subdivider has completed the off-site improvements for Bellava and Berk Subdivision

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

* * * * *

Exhibit A

Notice of 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 ACCEPTANCE

OF SUBDIVISION IMPROVEMENTS

NOTICE IS HEREBY GIVEN that on June 19, 2024, the City Council of the City of Madera confirmed the satisfactory completion of the off-site improvements as shown on the plans for Bellava and Berk Subdivision.

Dated: _____

By: _____

Alicia Gonzales

City Clerk

Attachment 2

Project Location Map

LOCATION MAP

CITY OF MADERA ENGINEERING DEPARTMENT 205 W. 4TH STREET MADERA, CA 93637	*BELLAVA & BERK HOMES* SUBDIVISION 18-S-01	DR BY: EP CH BY: TL DATE: 11/21/19 SCALE: NTS SHT 1 OF 1

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: B-7

SUBJECT:

Project List for Fiscal Year (FY) 2024/25 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 2024/25 funded by the SB 1 RMRA account of the Local Streets and Roads funding program

SUMMARY:

On April 28, 2017 the Governor of the State of California signed SB 1, known as the Road Repair and Accountability Act of 2017, to address basic road maintenance, rehabilitation, and critical safety needs on both the State Highway and local streets and road system.

The State Controller (Controller) deposits portions of funding from increases to certain fuel excise and sales taxes and vehicle registration fees into the RMRA Account of which a percentage is apportioned by the Controller to eligible cities and counties.

Streets and Highways Code Section 2034(a)(1) requires that prior to receiving an apportionment of RMRA funds, an eligible municipality shall submit to the California Transportation Commission (CTC) a list of eligible projects proposed to be funded with RMRA funds pursuant to an adopted resolution by the applicable Council or County Board of Supervisors at a regular meeting. The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

DISCUSSION:

FY 2024/25 marks the 8th year that the City is receiving SB 1 funding. This funding enables the City to continue essential road maintenance and rehabilitation projects, safety improvements and the repair of aging bridges. The City anticipates receiving approximately $1,700,720.00 in the upcoming FY, an increase of approximately 6.5 percent over the amount projected in the previous year.

How are streets selected?

The City uses a Pavement Management System (PMS) to validate that expenditures on roads are made in the most cost-effective manner. The PMS is based on the Pavement Condition Index (PCI) of all streets maintained in the City. Recommended treatments and costs depend on the PCI and available funding. The City is in the process of updating the PMS for the entire network which includes all arterial, collector and residential/local streets. The City's consultant has released the PCI data for all the City's maintained streets. The results are in Table 1.

Table 1: *PCI Rating based on 2024 Survey*

Street Functional Classification	Average PCI	Rating
Arterials	66	Fair
Collectors	64	Fair
Local/Residential Streets	57	Fair

The PMS update will ultimately generate a five (5) year list of recommended projects to fit the funding projections.

The project lists generated by the PMS are not available yet. Given the average PCI for residential/local streets seems to be slipping toward poor condition faster than collectors and arterials, this year's RMRA selection is from that category. The streets selected have a PCI range between 50-69. Initial recommended treatment is slurry seal with localized patching as needed. Upon further investigation, the proposed treatment may be altered. This treatment should raise the PCI into the good category for the selected streets.

RMRA is only one of several street maintenance funding sources

There are many more miles of streets that are slated to receive maintenance projects in the next two years than the streets recommended for inclusion in the FY 2024/25 RMRA program. The City has approximately $5 million set aside to assign to projects identified in the PMS update. These funds include Measure T, Local Partnership Program, prior year excess RMRA funds, and Local Transportation Funds.

Exhibit A, attached to the resolution, identifies the streets and roads that will be submitted to the CTC for consideration. A map of said improvements is provided as an attachment to this report. The list of street segments anticipated to be addressed as part of the FY 2024/25 RMRA cycle is also shown below on Table 2.

Table 2: *FY 2024/25 RMRA List of Locations*
Adelaide St (From Sunrise Ave to Clinton St)
Cross St (From Vineyard Ave to Magnolia St)
E 6th Street (From Vineyard Ave to Magnolia St)
E 9th St (From Lake St to Vineyard Ave)
Fig St (From Clinton St to E Yosemite Ave)
Magnolia St (From Clinton St to E Yosemite Ave)
Malone St (From Clinton St to Washington Ave)
Moore St (From Lake St to Vineyard Ave)
Sawmill St (From Adelaide St to Lilly St)
S A St (From Clinton St to E 6th St)
S B St (From Clinton St to E 6th St)
Washington Ave (From Vineyard St to Fig St)

The RMRA guidelines allow for modifications to the list (for example, if there are not enough funds to complete this list) as long as the final expenditure report reflects the actual completed streets. The City, upon expending program funds, is required to submit documentation to the CTC that details the expenditure of RMRA funds. This documentation includes a description and location, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement. The submittal of the project list and reporting process is done through the CalSmart website provided by CTC.

Staff is hereby recommending that Council approve the project list as presented.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as part of this action. The project, when awarded through a separate action, will be funded by revenues generated by the SB1 RMRA and other local transportation funds if needed with no General Fund impact.

ALTERNATIVES:

Should the Council elect to not approve the resolution adopting the City of Madera project list for FY 2024/25 funded by the SB 1 Road Maintenance and Rehabilitation account, then the following alternatives can be considered:

1. Provide guidance to staff to modify the project list. The City has 90 days following the July 1st deadline to submit a list.
2. Elect not to approve the project list and become ineligible for SB 1 RMRA funds.

ATTACHMENTS:

1. Resolution
   Exhibit A – Project List
2. Project Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 24 - _____

RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR (FY) 2024/25 FUNDED BY SENATE BILL (SB 1) ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) – LOCAL STREETS AND ROADS FUNDING PROGRAM

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Madera are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Madera must adopt by resolution a list of all projects proposed to receive funding from the RMRA, created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Madera, is anticipated to receive an estimated $1,700,720 in RMRA funding in FY 2024/2025 from SB 1; and

WHEREAS, this is the eighth year in which the City of Madera is receiving SB 1 funding and will enable the City of Madera to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing of aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Madera used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, funding from SB 1 will help the City of Madera maintain and rehabilitate various streets/roads throughout the City of Madera this year and hundreds of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Madera's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an improved condition; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, has significant positive co-benefits citywide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Madera, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The City Council approves the FY 2024/2025 SB 1 Project List planned to be funded with RMRA revenues attached in Exhibit A.

3. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

Project List

EXHIBIT A

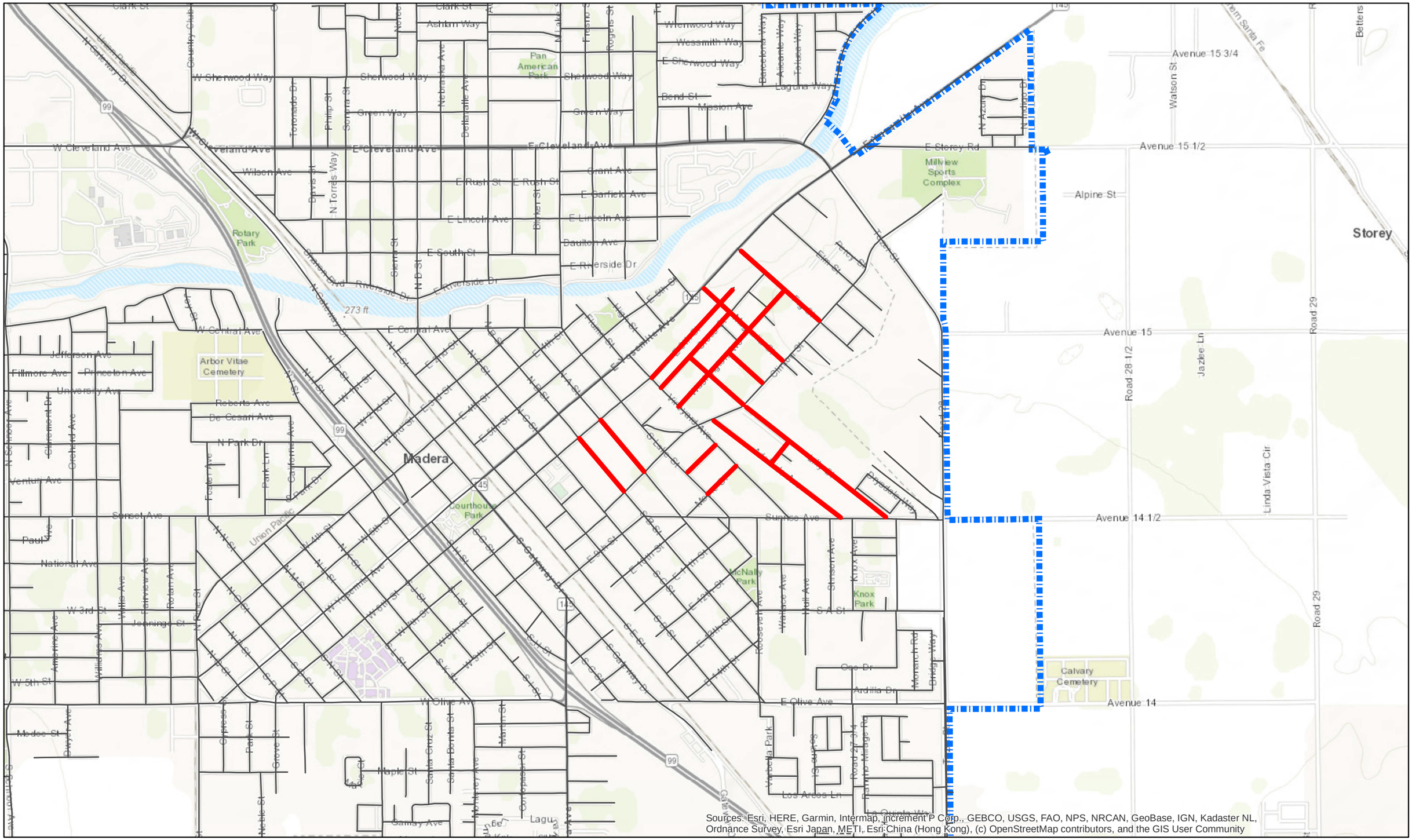
2024/25 RMRA List of Projects

Agency Name	County	Project Title	Project Description	Project Location	Pre-Construction Completion	Construction Completion	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	RMRA Seals/Overlays 2024-25	Preliminary engineering and preparation of plans specifications and estimates. Scope of contract work includes varying pavement repair, restoration and rehabilitation strategies, ADA access ramp upgrades as needed, striping and pavement markings, spot curb and gutter replacement for improved drainage	Adelaide St (From Sunrise Ave to Clinton St)	Janurary 2025	July 2025	5 to 20	5 to 20
				Cross St (From Vineyard Ave to Magnolia St)				
				E 6th Street (From Vineyard Ave to Magnolia St)				
				E 9th St (From Lake St to Vineyard Ave)				
				Fig St (From Clinton St to E Yosemite Ave)				
				Lilly St (From Sunrise Ave to Cross St)				
				Magnolia St (From Clinton St to E Yosemite Ave)				
				Malone St (From Clinton St to Washington Ave)				
				Moore St (From Lake St to Vineyard Ave)				
				Sawmill St (From Adelaide St to Lilly St)				
				S A St (From Clinton St to E 6th St)				
				S B St (From Clinton St to E 6th St)				
				Washington Ave (From Vineyard St to Fig St)				

ATTACHMENT 2

Location Map
Recommended Projects for FY 24/25 RMRA

LOCATION MAP



REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: B-8

SUBJECT:

Agreement with the Fresno Economic Opportunities Commission Local Conservation Corps.

RECOMMENDATION:

Adopt a Resolution approving an agreement at no cost to the City with the Fresno Economic Opportunities Commission for assistance during Waste Tire Amnesty Events

SUMMARY:

The City was awarded $90,000 from the Local Government Waste Tire Amnesty Grant Program administered by the California Department of Resources Recycling and Recovery. The grant provides funds to assist in the cleanup and abatement of waste tires collected at cleanup projects and amnesty events. These events are labor intensive as staff are required to load waste tires into trailers to dispose of them responsibly. The Fresno Economic Opportunities Commission (Fresno EOC) has expressed interest in providing labor assistance during amnesty events at no cost to the City.

DISCUSSION:

The Fresno EOC is a non-profit corporation with the goal of providing job opportunities for individuals in underserved communities. In previous grant years, the City has partnered with the Fresno EOC for support during amnesty events, last doing so in 2018. The City secured the grant as a regional team including the County of Madera and the City of Chowchilla; however, amnesty events can have quite a large turnout and require additional support. The Fresno EOC has agreed to provide a minimum of six qualified personnel at each amnesty event.

It is important to note that the Fresno EOC will only provide personnel and not equipment. Equipment needs are typically fulfilled by the City's Public Works Department inventory and trained personnel. Other equipment obligations, such as the collection trailer and the disposal of the waste tires, are carried out by a private company paid for by the grant.

The agreement would be effective upon City Council (Council) approval and has a termination date of September 30, 2025.

FINANCIAL IMPACT:

Entering this agreement does not present a financial burden to the City, given that the Fresno EOC has agreed to provide support at no cost.

ALTERNATIVES:

Council may choose to deny entering the agreement or may request staff return with additional information.

ATTACHMENTS:

1. Resolution approving an agreement with the Fresno Economic Opportunities Commission
    a. Exhibit A: Agreement

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH THE FRESNO ECONOMIC OPPORTUNITES COMMISSION FOR ASSISTANCE DURING WASTE TIRE AMNESTY EVENTS

WHEREAS, the City of Madera (City) has secured a grant to provide funds for waste tire amnesty events; and

WHEREAS, the City plans on hosting several waste tire amnesty events during the two-year grant cycle and is seeking additional assistance during these events; and

WHEREAS, the Fresno Economics Opportunities Commission (Fresno EOC) has offered to provide additional support during events by providing qualified personnel; and

WHEREAS, the Fresno EOC requires an agreement to be executed between the two parties to provide personnel to assist during events.

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

1. The above recitals are true and correct.

2. The City Council does hereby approve entering into an agreement with the Fresno Economic Opportunities Commission, a copy of which is attached hereto as Exhibit A.

3. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

WASTE TIRE AMNESTY COLLECTION PROGRAM

COORDINATION AGREEMENT BETWEEN

CITY OF MADERA AND FRESNO ECONOMIC OPPORTUNITIES COMMISSION LOCAL CONSERVATION CORPS

THIS AGREEMENT is entered into by and between Fresno Economic Opportunities Commission Local Conservation Corps ("EOC"), doing business as an independent contractor, and the City of Madera, a municipal corporation, regarding the Local Government Waste Tire Amnesty Grant Program for Fiscal Years 2023/2024 & 2024/2025

RECITALS

A) In order to document the coordination relationship between the City of Madera and EOC to satisfy the requirements under the Cal Recycle Grant Program, the City of Madera and EOC shall enter into this cooperation agreement.
B) The City of Madera and EOC shall work closely together in providing free and convenient waste tire collection events for the Madera County residents to bring in tires that they generate and/or for Madera County residents that have been victims of illegal dumping.
C) This cooperation agreement outlines the active roles of the City of Madera and EOC with respect to Waste Tire Amnesty Events.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein below, the parties agree as follows:

1. <u>The City of Madera agrees to the following:</u>

    a) City of Madera will be the lead agency in event coordination.
    b) City of Madera will provide staffing for Waste Tire Amnesty Events who will work at each Waste Tire Amnesty Event to oversee the event, load collected waste tires, and facilitate haul-away.
    c) City of Madera will advertise and promote each Waste Tire Amnesty Event.
    d) City of Madera will be responsible for securing contractor for haul-away of Waste Tires.
    e) City of Madera will locate and secure sites where Waste Tire Amnesty Events will be held.
    f) City of Madera, to the best of its ability, will provide active event orientation and training to EOC staff before and during each Waste Tire Amnesty Event.

g) City of Madera will provide drinking water and rest locations at the worksite during each event.
h) City of Madera will ensure restroom facilities are available at the worksite during each event.

2. EOC agrees to the following:

a) EOC will provide a minimum of six (6) qualified personnel and one (1) supervisor to assist in each event and provide personal protective equipment (PPE) for such personnel. PPE should include, at a minimum, work gloves and high-visibility clothing.
b) EOC personnel will be responsible for collecting and stacking waste tires received at each event.
c) EOC will advise assigned staff that City staff will be jobsite lead and EOC staff will follow City direction.

3. Term. The term of this Agreement shall commence on June 20, 2024, and end on September 30, 2025.

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

5. Headings. The section heading in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

6. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

7. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

8. Attorney's Fee. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

9. Insurance. EOC shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- $2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form California 00 01 for all activities of EOC arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and $1, 000,000 **Employer's Liability** per accident for bodily injury or disease. EOC shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

Enforcement of Contract Provisions (non estoppel)
EOC acknowledges and agrees that any actual or alleged failure on the part of the Customer to inform EOC of non-compliance with any requirement imposes no additional obligations on the Customer, nor does it waive any rights hereunder.

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

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

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

Timely Notice of Claims

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

Additional Insurance

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

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

11. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive by shall, wherever possible, be cumulative with all other remedies at law or en equity.

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

13. Counterparts. This agreement may be executed in any number of copies by the parties to this Agreement on separate counterparts and will become effective upon signature by all parties upon one or more of such counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth herein and the signatories provide that they have authority to represent their respective parties in this matter.

CITY OF MADERA

Dated: _____

By:_____
Santos Garcia, Mayor

Approved as to form:

_____
Shannon L. Chaffin, City Attorney

Attest:

_____
Alicia Gonzales, City Clerk

FRESNO ECONOMIC OPPORTUNITIES COMMISSION
LOCAL CONSERVATION CORPS

Dated: _____

By:_____
Shawn Riggins, LCC Director

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: B-9

SUBJECT:

Memorandum of Understanding with the National Insurance Crime Bureau

RECOMMENDATION:

Adopt a Resolution approving a Memorandum of Understanding with the National Insurance Crime Bureau for access to the Law Enforcement ISO ClaimSearch database

SUMMARY:

The National Insurance Crime Bureau (NICB) permits all law enforcement agencies to access an online database which includes property and casualty claims data along with vehicle related information. The program is accessible to law enforcement agencies free of charge, via ISO's ClaimSearch, however the NICB requires agencies to enter a Memorandum of Understanding (MOU) to obtain access to the database. Staff requests the City Council (Council) approve the MOU for access to the database to assist during police department investigations.

DISCUSSION:

Police work requires an enormous amount of information sourcing from various parties. The NICB are bearers of vital information that can assist our officers in solving crimes specific to vehicle and vehicle part theft. NICB's database focuses on aggregating and sharing information and intelligence from multiple sources, including investigative task forces, police agencies, and the insurance industry. Typical uses and information stored in the database includes the following:

- A vehicle claims history that includes vehicle thefts, salvage, and total loss records
- Query vehicle identifiers, such as vehicle identification numbers, license plates, or component parts
- Identification of stolen or burned vehicles
- Searching for information on individuals suspected of committing insurance fraud
- Searching for vehicles or people that may have been involved in major crimes
- Vehicles impound information

The police department's Special Investigations Unit (SIU) will be the predominant users of the database. SIU handles several cases involving miscellaneous car parts that, with current investigatory tools, are impossible to link to a vehicle. Such cases involve the discovery of an illegal operation including the dismantlement of stolen vehicles. The database will provide access for officers to perform searches with information obtained from the vehicle component parts to potentially connect them to a stolen vehicle.

The NICB requires the City to enter an MOU to obtain access to the database. The MOU has been vetted and approved by Risk Management and the City Attorney. It should be noted that the usage agreement has no termination date unless either party chooses to pursue severance.

FINANCIAL IMPACT:

Use of the ISO ClaimSearch database will have no financial impact on the City as the NICB is not assessing any fees for accessing the database.

ALTERNATIVES:

Council may choose to deny entering the MOU or may request staff return with additional information.

ATTACHMENTS:

1. Resolution Approving a Memorandum of Understanding with the National Insurance Crime Bureau
2. Memorandum of Understanding

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSURANCE CRIME BUREAU AND THE CITY FOR ACCESS TO THE ISO CLAIMSEARCH DATABASE

WHEREAS, The National Insurance Crime Bureau (NICB), allows law enforcement agencies to obtain access to a database, titled ISO ClaimSearch, to retrieve information beneficial to vehicle and vehicle parts theft investigations; and

WHEREAS, The City of Madera (City) investigates several vehicle theft crimes and would benefit from access to the database; and

WHEREAS, The City is seeking access to the ISO ClaimSearch database to aid in efforts to better serve and protect the community; and

WHEREAS, the usage agreement becomes effective upon approval by the City Council, and has no termination date; and

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

1. The above recitals are true and correct.

2. The Memorandum of Understanding between the National Insurance Crime Bureau and the City of Madera for access to the ISO ClaimSearch, a copy of which is attached hereto as Exhibit 1, is approved.

3. The Chief of Police is authorized to electronically execute all necessary documents required to enter the Memorandum of Understanding.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

LAW ENFORCEMENT ISO CLAIMSEARCH ACCESS MEMORANDUM OF UNDERSTANDING

This Law Enforcement ISO ClaimSearch Access Memorandum of Understanding ("MOU") is made and entered into by and between the National Insurance Crime Bureau ("NICB"), an Illinois not-for-profit corporation located at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018 and the law enforcement agency identified on the signature page hereto ("Agency") ("NICB" and, together with "Agency," hereafter referred to from time to time individually as "Party" or collectively as "the Parties") and is effective as of the date of the last signature to this Agreement ("Effective Date").

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance-related crime and fraud, and gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, Verisk Analytics Inc. ("Verisk") owns ISO ClaimSearch, and NICB contracts with Verisk in order to credential and provide law enforcement agencies and their personnel access to ISO ClaimSearch on the condition that NICB pass through certain terms to the law enforcement agency;

WHEREAS, Agency is a law enforcement agency whose mission is to protect and serve the people of the applicable jurisdiction; and

WHEREAS, NICB and Agency desire to work together to exchange information and data that will allow both Parties to more easily detect and prevent insurance-related crime and fraud;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Access. Subject to the terms of this MOU, during the Term, NICB hereby grants to Agency a non-exclusive, non-transferable, non-assignable, limited, revocable right to allow employees with access credentials within their organization the right to access and use the ISO ClaimSearch for: (1) investigating or prosecuting crime, including but not limited to insurance-related crime and fraud; and (2) investigating or prosecuting individuals relevant to homeland security activity. (collectively the "Purpose").

2. Access Credentials. In order to access the ISO ClaimSearch, Agency must appoint an administrator ("Administrator") to receive access credentials to the ISO ClaimSearch. The Administrator, in turn, may designate individuals employed by Agency ("Designees") to receive access credentials to ISO ClaimSearch.

3. Confidentiality.

    A. All non-public information and data contained within ISO ClaimSearch pursuant to this Agreement shall be considered as confidential information

("Confidential Information"). Confidential Information shall be held in the strictest confidence and shall not be released, disseminated, used, accessed, copied, shared, transferred, or disclosed by Agency, except as strictly necessary for the Purpose.

B. Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the recipient through no breach of this MOU by the recipient; (ii) was in the recipient's possession free of any obligation of confidence prior to being communicated to the recipient by the disclosing party, or is in the recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the recipient by the disclosing party; (iii) is independently developed by employees or agents, without use of the data contained in the ISO ClaimSearch, of the recipient and can be so proven by recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.

C. It shall not be a violation of Section 3 of this MOU for Agency to disclose Confidential Information as required by standard legal procedure in order to prosecute crime. Further, disclosure is permitted in response to a lawful subpoena or other legal process served upon Agency or where applicable law requires the disclosure of Confidential Information, provided that: (i) if not prohibited under applicable law, Agency, prior to disclosing such information, gives reasonable written notice to NICB sufficient to permit NICB to seek a protective order if it so chooses; and (ii) in all cases, Agency discloses only that information that is legally required to be disclosed. For clarity, any of the Confidential Information Agency discloses pursuant to this Section 3. c. shall remain subject to the confidentiality requirements under this MOU for all other purposes.

4. Agency Obligations. In exchange for access to ISO ClaimSearch, the Agency agrees to comply with the following obligations:

A. Administrator. Agency shall appoint an Administrator who shall be identified to NICB and shall be responsible for adding or removing Designees, as appropriate, as well as maintaining a list of active Designees. No Designee may be granted access to ISO ClaimSearch without Administrator approval. The Administrator shall be the Agency contact responsible for fulfilling Agency obligations required under this MOU.

B. Designees. Designees shall be restricted to active Agency employees who: (1) are in good standing and not under suspension for any criminal or civil violation, or under active criminal investigation or indictment ("Good Standing"); and (2) have a need to know the Confidential Information for the Purpose.

C. Vetting. Agency shall have in place a vetting process to ensure minimum standards for each Designee to qualify for access to ISO ClaimSearch are met, including the following determinations for each Designee:

   i. the Designee's need for access;

   ii. which level of access is required for the Designee and for what purpose;

   iii. ensuring Designee's access conforms to this Agreement;

   iv. ensuring Designee's access is based on the Designee's need to know in order to carry out the Purpose; and

   v. documenting the above determinations.

D. Responsibility. The Administrator shall be responsible for, and shall supervise and control, all Designee access to ISO ClaimSearch. The Administrator shall implement an internal process whereby Designee usage is documented and monitored to ensure that that Designee usage conforms with the Purpose and this MOU. Agency shall immediately notify NICB of any access or usage of ISO ClaimSearch that does not comply with this Agreement and shall prohibit Designee from any further access or usage of ISO ClaimSearch until future access is expressly approved, in writing, by NICB.

E. Training. Agency shall ensure that Designees complete all training and certifications required in order to gain access; and all periodic training either assigned by NICB, the ISO ClaimSearch platform, or otherwise in order to maintain access.

F. Termination of Access. Agency shall immediately terminate Designee's access to ISO ClaimSearch:

   i. when Designee's is no longer employed by Agency;

   ii. when Designee no longer has a legitimate Purpose to have access to ISO ClaimSearch; or

   iii. if a Designee is no longer in Good Standing.

G. Privacy and Security Policies. Agency will, at all times, ensure that access and use of ISO ClaimSearch complies with the NICB Privacy and Security Policy, and the ISO Privacy and Security Policies, including any updates and amendments that may be issued from time to time.

H. Controls for the Protection of Confidential Information. Agency shall maintain during the term of this MOU, and at all times thereafter in which Agency maintains Confidential Information in its possession or control, an information security program that provides for the administrative, technical, and physical safeguards designed to adequately protect the security and confidentiality of Confidential Information in Agency's possession or control in accordance with

applicable federal, state and local laws, rules, and regulations. At a minimum, Agency's safeguards for the protection of Confidential Information shall include:

i. limiting access of Confidential Information to authorized employees;

ii. maintaining an adequate network firewall;

iii. securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including but not limited to devices with information storage capability;

iv. implementing secure storage and disposal of Confidential Information;

v. implementing authentication, and access controls within operating systems and equipment; and

vi. implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law and providing appropriate privacy and information security training to Agency employees.

5. Audits. NICB may issue a security assessment questionnaire and conduct independent onsite security assessments of Agency related to Agency's compliance this Agreement. For any onsite inspection, NICB will provide at least 30 days prior written notice. Such assessments shall not occur more than once per calendar year, at a time that minimizes operational interruptions to Agency. Agency's failure to adequately respond in a timely manner to a security assessment questionnaire, timely submit to an onsite inspection, or timely or adequately, in NICB's sole determination, remedy any compliance or security concern raised by NICB, may result in immediate suspension of Agency's ISO ClaimSearch access pursuant to Section 10 of the MOU.

6. Security Breach.

A. Notification. Agency shall promptly, but in no case later than 48 hours, notify NICB of any confirmed or based on a good faith determination by NICB or Agency there is a significant risk to Confidential Information unauthorized or improper access to or use or disclosure of Confidential Information while in the possession or control of Agency, its Administrator or its Designees ("Security Breach").

B. Mitigation and Cooperation. Agency shall promptly implement steps to remediate and mitigate the effects of any Security Breach. Agency shall cooperate with reasonable requests for information from NICB or its representatives regarding the Security Breach. To the extent possible, Agency shall promptly provide a written description of the number of individuals' data involved, the location (i.e., State) of the individuals, the amount of data involved, the type of data involved and any other relevant information

reasonably requested by NICB or as otherwise required to be provided by applicable law.

7. Representations and Warranties. Agency represents and warrants the following:

   A. Agency is a professional, reputable, and trustworthy organization that serves the public.

   B. Agency is not under suspension for any criminal or civil violation; or under active criminal investigation or indictment.

   C. Agency will not provide access to any Designee who is not in Good Standing.

   D. Agency, its Administrator, and its Designees have a justifiable reason for requiring access to ISO ClaimSearch that is consistent with the Purpose.

   E. Agency either (a) has an established working relationship with NICB, or (b) will take steps in order to establish a new relationship with NICB.

   F. Agency agrees to comply with all applicable federal, state, and local data privacy and security laws, rules and regulations, and applicable industry standards related to or concerning the protection of data.

8. Indemnity. To the extent permissible by law, Agency shall indemnify, defend and hold NICB harmless from all third-party lawsuits, claims, liabilities, damages, settlements, judgments, or expenses, including NICB's costs and reasonable attorney fees, which arise as a result of Agency's material breach of this Agreement, negligent acts or omissions, or willful misconduct.

9. Disclaimer of Warranties. Limited Use; No Reliance. Information contained within ISO ClaimSearch is provided "AS IS, WHERE IS" and intended to be used as investigative leads only, in support of investigations of criminal activity in accordance with the Purpose. Agency should not make prosecution decisions based solely upon information contained in ISO ClaimSearch. NICB HEREBY DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INFORMATION CONTAINED WITHIN ISO CLAIMSEARCH.

10. Term and Termination.

    A. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 30 days' written notice to the other party of the termination whereupon the MOU will terminate at the end of the 30-day notice period.
    B. Immediate Termination. NICB may immediately terminate this MOU if the Agency materially breaches its obligations under this MOU.

11. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

12. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.

13. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices to the Agency will be sent to the email and address provided by Agency at the time of application for credentialing. Notices to NICB will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:

    National Insurance Crime Bureau
    1111 E. Touhy Avenue, Suite 400
    Des Plaines, Illinois 60018
    Attn: General Counsel
    Email: rdizzinno@nicb.org; rcooper@nicb.org

14. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.

15. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.

16. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.

17. Entire Agreement. This MOU sets forth the entire agreement between the parties related to the subject matter herein, and supersedes any and all prior agreements, proposals, understandings, discussions, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.

[*Signatures immediately to follow on page 7 of 7*]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Signed: _____

Name: _____

Title: _____

Date: _____

Agency: _____

ORI or ORIs to which this MOU applies:

_____

_____

_____

Signed: _____

Name: _____

Title: _____

Email: _____

Date: _____

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E. Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: D-1

SUBJECT:

Update on 2024 emergency repair of Avenue 13 sewer trunk main failures and ratify and continue a finding of emergency relating to emergency response and repairs necessitating emergency contracts without competitive bidding

RECOMMENDATION:

1. Receive an update on the status of emergency repairs to the Avenue 13 sewer trunk main failures that occurred June 3, 2024 and June 10, 2024; and

2. Adopt a resolution ratifying and continuing a finding of emergency relating to emergency response and repairs to the sanitary sewer main pursuant to Public Contract Code Section 22050

SUMMARY:

The City of Madera (City) experienced an unexpected failure of the sewer trunk line in Avenue 13 approximately 3,000 feet west of Granada Drive on Monday, June 3, 2024. In a separate, unrelated incident, an additional significant, unexpected failure occurred in the same line in Avenue 13, approximately 100 feet west of Granada Drive on Monday, June 10, 2024. The City Manager as Director of Emergency Services issued a declaration of local emergency for each failure due to conditions of extreme peril to the health and safety of persons and property within Madera. Staff immediately mobilized emergency work efforts to respond to the collapse and provide sanitary sewer services to City residents, as well as residents of the areas of Parksdale and Parkwood that connect to the City's sewer line. Relating to the June 3, 2024, failure, on June 5, 2024, the City Council adopted Resolution number 24-80 making findings of emergency relating to the emergency response and repairs pursuant for that incident consistent with Public Contract Code 22050 allowing staff to continue with accelerated repair and construction at the failure site without a formal competitive bidding process. Relating to the June 10, 2024, failure, on June 12, 2024, the City Council adopted resolution number 24-82 making findings of

emergency relating to the emergency response and repairs pursuant for that incident consistent with Public Contract Code 22050 allowing staff to continue with accelerated repair and construction at the failure site without a formal competitive bidding process. The requested action is to ratify these findings and continue the findings of emergency consistent with Public Contract Code 22050.

DISCUSSION:

On June 3, 2024, at approximately 2:30 PM, County staff was notified by a resident of a significant failure in Avenue 13 near Mission Bell winery. County crews notified City staff of a likely sewer failure at the location. City crews confirmed by visual inspection that the sewer trunk main had experienced a failure causing a large void in the road and partially obstructing the flow. This event resulted in a declaration of emergency by the City Manager as Director of Emergency Services. At a special meeting on June 5, 2024, the City Council took action via adoption of resolution number 24-80 affirming the state of emergency, the emergency actions and repairs, and ratifying the award of emergency contracts without competitive bidding.

On Monday, June 10, 2024, at approximately 10:30 AM, City staff was informed of a roadway collapse approximately 100 feet to the west of the intersection of Avenue 13 (Pecan Avenue) and Road 25 (Granada Drive). The rear trailer of a truck pulling two (2) trailers had fallen into a hole in the roadway directly above the City's sewer trunk line. The sewer trunk line is the main collection line for the City's sewer system that carries the flow of sewage from City residents and businesses to the Waste Water Treatment Plant (WWTP). It was determined that the sewer trunk line had collapsed at this location and flow was impeded. The health and safety of residents was at risk due to the imminent backup of raw sewage in the system if the collapse was not addressed immediately. The City Manager as Director of Emergency Services declared a local emergency. At a special meeting on June 12, 2024, the City Council took action via resolution numbers 24-81 and 24-82 affirming the state of emergency, the emergency actions and repairs, and ratifying the award of emergency contracts without competitive bidding.

Due to the critical nature of the repair at the failure sites and the potential disastrous impact to the community from the complete loss of sewer collection infrastructure and the potential for the backup of raw sewage, immediate action was taken by the City to secure the sites, implement a bypass pumping operation, stabilize the collapsed roadway portions and risk to adjacent utilities, and plan for emergency repairs to the sewer line in both locations.

The City engaged several contractors under Public Contract Code section 22050, which allows the City Council to authorize the City Manager to enter into contracts for emergency work without engaging in competitive bidding. This allowed the City to begin work on the site immediately to protect the health and safety of the public.

State law requires that the City Council review the emergency action at its next regularly scheduled meetings until the action is terminated. A four-fifths vote is also required, along with a determination that there is a need to continue the action. The requested action is to ratify and

continue the findings of need for emergency contracts to protect the health and safety of Madera's residents for both failures.

FINANCIAL IMPACT:

Remaining repairs are estimated to be approximately $1,600,000; not including staff time and other related items. Staff is still working on determination of costs expended to date.

It is anticipated that the cost of emergency repairs and bypass pumping will be applied to the Avenue 13 Sewer Trunk Main Rehabilitation Project, SS-00014. Those funding sources have been identified as American Rescue Plan Act (ARPA) and monies received from the State of California specifically for this rehabilitation project.

ALTERNATIVES:

The City Council may choose not to renew the emergency action. Staff does not recommend this at this time as the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

ATTACHMENTS:

1. Resolution Ratifying and Continuing a finding of emergency relating to emergency response and repairs to the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main

2. Staff report packet for Agenda Item A-1 of the Special Council Meeting of June 5, 2012

3. Staff report packet for Agenda item A-1 of the Special Council Meeting of June 12, 2024

ATTACHMENT 1

RESOLUTION NO. 24-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RENEWING AND RATIFYING A FINDING OF CONTINUING EMERGENCY RELATING TO MULTIPLE SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 WEST OF GRANADA DRIVE, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

WHEREAS, Public Contract Code Section 22050 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

WHEREAS, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

WHEREAS, pursuant to Public Contract Code Section 1102 an "emergency," means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

WHEREAS, the sewer main located at Avenue 13 west of Granada Drive is the sole sewer main that conveys all City sewerage to the City's Wastewater Treatment Plant; and

WHEREAS, the City experienced an unexpected sewer main collapse on June 3, 2024, and the sewer main had a secondary collapsed on June 10, 2024, in a different location, both resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

WHEREAS, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

WHEREAS, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

WHEREAS, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

WHEREAS, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, MPS to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

WHEREAS, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

WHEREAS, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

WHEREAS, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

WHEREAS, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

WHEREAS, the City Council has considered the written reports and verbal reports of the City Manager at special meetings on June 5, 2024, and June 12, 2024, and determined that the facts and circumstances are such that emergency repairs were and are needed.

WHEREAS, the City Council has considered the report of the City Manager at a regular meeting and again desires to determine that the facts and circumstances are such that emergency repairs were and are needed, and that emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

NOW, THEREFORE the City Council resolves as follows:

1. The staff reports and any presentation regarding this emergency, and recitals herein, are incorporated into this resolution by reference.

2. The repairs described in the recitals and staff report constitute a continuing emergency requiring the continuing need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

3. The “emergency” described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

4. The Council finds, and ratifies it previous findings, that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.

5. The City Council ratifies the emergency action taken by the City Manager, including the award of an emergency purchase orders and contracts without competitive bidding for the emergency repairs, and renews and ratifies the Council’s prior actions related to the awarding of emergency contracts without competitive bidding.

6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.

7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.

8. This Resolution shall become effective upon adoption.

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ATTACHMENT 2

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

for Arnoldo Rodriguez, City Manager

Council Meeting of: June 5, 2024

Agenda Number: A-1

SUBJECT:

Emergency Repairs to Avenue 13 Sewer Trunk Main between Granada Drive and Road 24

RECOMMENDATION:

Adopt a Resolution making a finding of emergency relating to sewer failures on the sewer main in Avenue 13 between Granada Drive and Road 24, affirming the emergency actions taken by the City Manager to make emergency repairs on the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main

SUMMARY:

On Monday, June 3, 2024, at approximately 2:30 PM, County staff was notified by a resident of a significant failure in Avenue 13 near Mission Bell winery. County crews notified City staff of a likely sewer failure at the location. City crews confirmed by visual inspection that the 48-inch sewer trunk main had experienced a failure in the top of the pipe causing a large void in the road and partially obstructing the flow.

The condition is very similar to the initial sewer and roadway collapse along the northern shoulder of Avenue 13 (Pecan Avenue), 30 feet west of Granada Drive, that occurred in January, 2023. Due to the critical nature of the repair and the potential disastrous impact to the community from the complete loss of sewer collection infrastructure, immediate action was taken by the City to secure the site, implement bypass pumping and plan for the repair.

The City engaged several contractors under Public Contract Code section 22050, which allows the City Council to authorize the City Manager to enter into contracts for emergency work without engaging in competitive bidding. This allowed the City to start work on this project immediately. Funds for the sewer repairs are included in the City's Fiscal Year (FY) 2023/24 Sewer Budget under the Avenue 13 Sewer Trunk Main Rehabilitation Project.

Adoption of this resolution requires a 4/5 vote of the Council.

DISCUSSION:

Though we are still investigating, it is believed the pipe failure was caused by concrete degradation in the top of the pipe. The pipe is subject to high Hydrogen Sulfide (H2S) gas concentrations, which is a byproduct of the natural degradation process of raw sewage. This H2S gas contributes to the pipe deterioration process. The location is downstream of the convergence of two large sewer mains which also contributes to the condition noted above.

While the collapse was sudden, there have been concerns relative to the structural integrity of pipelines within the City to which the Engineering staff has been actively addressing. On November 3, 2021, the City hired MKN and Associates (MKN) for professional engineering and construction management services for the Avenue 13 Interceptor Sewer Rehabilitation, City Project No. SS-00014 ("Project"). The Project consists of rehabilitating 24,570 Lineal Feet (LF) of 42-inch to 48-inch sanitary sewer. A portion of the sewer line is located along Schnoor Avenue, from Industrial Avenue to Almond Avenue. The remaining portion is on City easements south of Schnoor (Evapco & ADS properties) and along Avenue 13, east of Road 25, leading to the City's Waste Water Treatment Plant (WWTP).

With assistance from American Rescue Plan Act funds and earmarks from Congressman Costa, Senator Caballero, and Congressman Duarte, the City has been able to prioritize rehabilitation of the Avenue 13 sewer trunk main. Ironically, the City recently advertised and opened bids on Phase I and Phase II, combined, which will rehabilitate the pipeline from Granada Drive all the way to Road 21 ½ at the WWTP. This emergency repair is within the limits of that project. Fortunately, it does not compromise the planned project moving forward.

Staff requests that an emergency action in accordance with Public Contract Code 22050 be declared, allowing staff to continue with an accelerated repair and construction. Such a declaration would enable staff to perform these tasks and forego the steps typically required for advertisement and award under the requirements of the Public Contract Code.

The remainder of the Avenue 13 project is on track for construction this summer with award of the project anticipated for the June 19 City Council meeting. The City received four bids on May 29th that appear to have met all the requirements of the bid documents and are within the project budget.

FINANCIAL IMPACT:

It is difficult to provide a cost estimate at this time due to the unknown conditions. Based on costs from the previous sewer collapse, traffic control costs are estimated around $40,000. Set up and break down costs and the first week of bypass pumping are in the neighborhood of $60,000; following weeks of bypass pumping are currently estimated at $25,000 per week. The quote from FJC for the previous initial repair of sewer main failure at Granada Drive was $150,000 to repair the pipeline and roadway.

City Council will be notified of project costs as they occur and are identified. Table 1 identifies a preliminary project cost.

Table 1: *Estimated Emergency Repair Costs*		
Item	*Responsible Party*	*Cost*
Repair the pipeline and street repair	FJC	$150,000
By-pass pump rental for week one	Rain-for-Rent	$60,000
Traffic Control	Safety Network	$40,000
Testing and Investigations	Various	10,000

It is anticipated that the cost of emergency repairs and bypass pumping will be applied to the Avenue 13 Sewer Trunk Main Rehabilitation Project, SS-00014.

ALTERNATIVES:

Given that emergency repairs have commenced, there are not likely any reasonable options to be considered.

ATTACHMENTS:

1. Resolution
2. Location Map
3. Photos

ATTACHMENT 1

Resolution

Exhibit 2

RESOLUTION NO. 24-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A FINDING OF EMERGENCY RELATING TO SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 BETWEEN GRANADA DRIVE AND ROAD 24, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

WHEREAS, Public Contract Code Section 220250 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

WHEREAS, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

WHEREAS, pursuant to Public Contract Code Section 1102 an "emergency," means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

WHEREAS, the sewer main located at Avenue 13 between Granada Drive and Road 24 is the sole sewer main that conveys all City sewerage to the City's Wastewater Treatment Plant; and

WHEREAS, the sewerage main collapsed on June 3, 2024 resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

WHEREAS, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

WHEREAS, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

WHEREAS, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

WHEREAS, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, Rain for Rent to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

WHEREAS, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

WHEREAS, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

WHEREAS, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

WHEREAS, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

WHEREAS, the City Council has considered the written report and verbal report of the City Manager at a regular meeting and determined that the facts and circumstances are such that emergency repairs were and are needed.

NOW, THEREFORE the City Council resolves as follows:

1. The staff report regarding this resolution and the recitals herein are incorporated herein by reference.

2. The repairs described in the recitals and staff report constitute an emergency requiring the need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

3. The "emergency" described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear

and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

4. The Council finds the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.

5. The City Council ratifies the emergency action taken by the City Manager, including the award of an emergency purchase orders and contracts without competitive bidding for the emergency repairs.

6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.

7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.

8. This Resolution shall become effective upon adoption.

****

PASSED AND ADOPTED by the City Council of the City of Madera this 5th day of June 2024 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

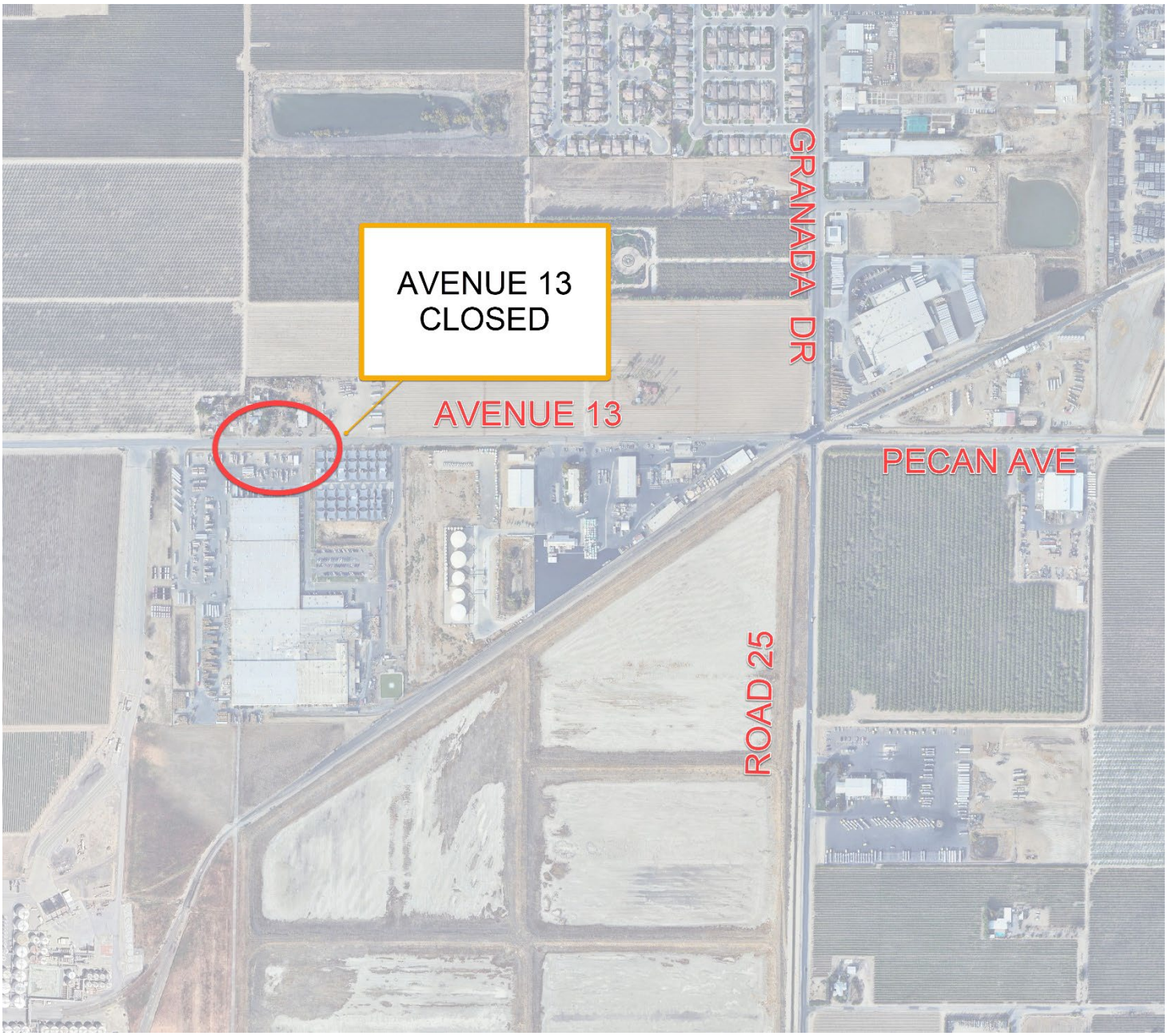
ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

ATTACHMENT 2

Location Map


AVENUE 13
CLOSED
AVENUE 13
GRANADA DR
PECAN AVE
ROAD 25

ATTACHMENT 3

Photos

Hole approximately 18 feet deep and 20 feet wide

Bypass Pumping Set Up

ATTACHMENT 3

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Department Director

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: June 12, 2024

Agenda Number: A-1

SUBJECT:

Ratify declaration of a local emergency and emergency repairs to Avenue 13 sewer trunk main due to multiple failure sites

RECOMMENDATION:

Adopt Resolutions:

1. Ratifying the declaration of a local emergency by the City Manager as Director of Emergency Services due to additional failure of the City sewer trunk line on June 10, 2024; and
2. Making a finding of emergency relating to emergency response and repairs to the sanitary sewer main and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main

SUMMARY:

The City of Madera (City) experienced an unexpected, significant failure of the sewer trunk line in Avenue 13, approximately 100 feet west of Granada drive on Monday, June 10, 2024. The City Manager as Director of Emergency Services issued a declaration of local emergency due to conditions of extreme peril to the health and safety of persons and property within Madera. Staff immediately mobilized emergency work efforts to respond to the collapse and provide sanitary sewer services to City residents, as well as residents of the areas of Parksdale and Parkwood that connect to the City's sewer line. The requested action is twofold: (1) to ratify the declaration of local emergency, and (2) to make a finding of emergency relating to the emergency response and repairs pursuant to Public Contract Code 22050 allowing staff to continue with accelerated repair and construction at the failure site without a formal competitive bidding process.

DISCUSSION:

On Monday, June 10, 2024, at approximately 10:30 AM, City staff was informed of a roadway collapse approximately 100 feet to the west of the intersection of Avenue 13 (Pecan Avenue) and Road 25 (Granada Drive). The rear trailer of a truck pulling two (2) trailers had fallen into a hole in the roadway directly above the City's sewer trunk line. The sewer trunk line is the main collection line for the City's sewer system that carries the flow of sewage from City residents and businesses to the Waste Water Treatment Plant (WWTP).

It was determined that the sewer trunk line had collapsed at this location and flow was impeded. The health and safety of residents was at risk due to the imminent backup of raw sewage in the system if the collapse was not addressed immediately. The City Manager as Director of Emergency Services declared a local emergency, calling on residents to take immediate actions to limit the introduction of flow to the sewer system. The first resolution contemplated with this report ratifies the declaration of a local emergency.

Due to the critical nature of the repair at the failure site and the potential disastrous impact to the community from the complete loss of sewer collection infrastructure and the potential for the backup of raw sewage, immediate action was taken by the City to secure the site, implement a bypass pumping operation, stabilize the collapsed roadway and risk to adjacent utilities, and plan for emergency repairs to the sewer line.

The City engaged several contractors under Public Contract Code section 22050, which allows the City Council to authorize the City Manager to enter into contracts for emergency work without engaging in competitive bidding. This allowed the City to begin work on the site immediately to protect the health and safety of the public. The second resolution contemplated with this report ratifies the award of emergency contracts under the referenced Public Contract Code section. It should be noted that the second resolution requires a 4/5 vote of the City Council.

Previously, on June 3, 2024, at approximately 2:30 PM, County staff was notified by a resident of a significant failure in Avenue 13 near Mission Bell winery. County crews notified City staff of a likely sewer failure at the location. City crews confirmed by visual inspection that the sewer trunk main had experienced a failure causing a large void in the road and partially obstructing the flow. This event resulted in a declaration of emergency by the City Manager as Director of Emergency Services. The City Council ratified the declaration and emergency contracts for the June 3, 2024, collapse at its June 5, 2024, meeting. The resolution from this action is provided as Exhibit 2 to the first resolution for reference.

FINANCIAL IMPACT:

It is difficult to provide a cost estimate at this time due to the unknown conditions and early stages of the situation. The City Council will be provided regular reports relating to the emergency contracts and expenditures to address the June 10, 2024, sewer line failure.

ALTERNATIVES:

Staff does not recommend any alternatives than proceeding with emergency repairs to ensure the health and safety of the public.

ATTACHMENTS:

1. Resolution Ratifying the declaration of a local emergency by the city Manager as Director of Emergency Services due to additional failure of the City Sewer trunk line on June 10, 2024
    - Exhibit 1: Declaration proclaiming the existence of a local emergency for the June 10, 2024, sewer trunk failure
    - Exhibit 2: City Council Resolution 24-80 ratifying the existence of a local emergency

2. Resolution Making a finding of emergency relating to emergency response and repairs to the sanitary sewer main, and ratifying the award of emergency contracts without competitive bidding for the emergency repairs on the sewer main

Attachment 1

RESOLUTION NO. 24-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING THE DECLARATION OF A LOCAL EMERGENCY BY THE CITY MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES DUE TO ADDITIONAL FAILURE OF THE CITY'S SEWER TRUNK LINE ON JUNE 10, 2024

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 health and safety of persons and property within the territorial limits of the City of Madera; and

WHEREAS, 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 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, on June 3, 2024, the City Council was not in session and the City Manager as Director of Emergency Services declared a local emergency due to the existence of conditions of extreme peril to the health and safety of persons and property within the City of Madera caused by failure of the main sewer trunk line in Avenue 13 between Granada Drive and Road 24 in Madera, California; and

WHEREAS, the City Council of the City of Madera ratified this action at its meeting on June 5, 2024; and

WHEREAS, additional sewer trunk line failure occurred on or about Monday, June 10, 2024, causing significant impact to the sanitary sewer system serving all residents and businesses within the City of Madera and the Parksdale and Parkwood areas of Madera County; and

WHEREAS, on June 10, 2024, the City Council was not in session and the City Manager as Director of Emergency Services declared a local emergency for response and repairs to the additional sewer trunk line collapse to protect the health and safety of persons and property

within the City of Madera; and

WHEREAS, The Director of Emergency Services requests that the City Council ratify the declaration of a state of local emergency for the City of Madera as impacts from the sewer trunk collapses 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 ratify the proclamation and affirm the existence of a state of emergency throughout the City to make additional resources available to address the impacts of the above-described sewer trunk line failures, ratify the proclamation of the Director of Emergency Services made on June 10, 2024, and affirm the existence of a state of local emergency for the City of Madera as of the date June 3, 2024 when the first collapse was discovered.

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

1. Recitals. The above recitals are 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 sewer trunk line failures. 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 June 10, 2024. 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 by the City's Director of Emergency Services on June 10, 2024, attached hereto as Exhibit 1 and incorporated herein by reference.

4. Effective Date of Local Emergency. The City Council of the City of Madera does hereby extend and affirm the existence of a state of local emergency for the City of Madera as of the date of June 3, 2024, when the City's Director of Emergency Services originally declared the existence of a state of emergency for the City of Madera as affirmed by City Council Resolution No. 24-80 (attached hereto as Exhibit 2 and incorporated herein by reference), for the reasons articulated herein, and for the additional reasons in the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services proclaimed on June 10, 2024.

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 significant sewer trunk failures. 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 significant sewer system failure.

    b. The Emergency Services Director is expressly authorized to assist with any lawful order, including the enforcement of an order issued by the State of California.

    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) day 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.

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

PASSED AND ADOPTED by the City Council of the City of Madera this 12th day of June 2024 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Exhibit 1

Exhibit 1

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY
JUNE 10, 2024, SEWER TRUNK FAILURE

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by failure of the main sewer trunk line in Avenue 13, east of Granada Drive, in Madera, California, on or about Monday, June 11, 2024; and

WHEREAS, this failure of the pipe significantly impacted the sanitary sewer system serving all residents and businesses within the City of Madera and the Parksdale and Parkwood areas of Madera County, placing the entire sewer system at risk of raw sewage backup, and included significant failure of the transportation infrastructure in the immediate vicinity of the sewer trunk failure; and

WHEREAS, all users of the sewer system were ordered to take immediate actions to limit the introduction of flow to the sewer system; 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 significant sewer failure, which issues 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 participation by the county, state and federal governments will be critical to successfully responding to the failed sewer infrastructure; and

WHEREAS, local resources have been deployed by the City of Madera to mitigate and recover from this significant failure, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; 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 health and safety of persons and

property within the territorial limits of the City of Madera; and

WHEREAS, 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 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, after consideration of all items the Director of Emergency Services now desires to proclaim the existence of a state of emergency to make additional resources available to address the effects of the sewer trunk failure.

NOW, THEREFORE, the Director of Emergency Services for the City of Madera does hereby find and proclaim as follows:

1. The above recitals are true and correct and incorporated herein as findings by the Director of Emergency Services.

2. The Director of Emergency Services finds that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by a second significant failure of the sewer trunk line on or about June 10, 2024.

3. The Director of Emergency Services further finds that the City Council is not currently in session.

4. The aforementioned conditions of extreme peril caused by additional sewer trunk line failure warrant and necessitate the proclamation of the existence of a local emergency by the City's Director of Emergency Services. Pursuant to the authority granted by City ordinance, I hereby proclaim that a local emergency now exists throughout the City as of the date of June 10, 2024, when the collapse was discovered for the reasons articulated herein.

5. It is further proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the Emergency Services Director and the Madera Disaster Council 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.

7. It is further proclaimed and ordered that in accordance with the California Disaster

Assistance Act and the Stafford Act, a copy of this proclamation be forwarded to the Director of the 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. It is further proclaimed and ordered that a copy of this Declaration be forwarded to the Madera County Office of Emergency Services.

8. It is further proclaimed and ordered that Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the Local Hazard Mitigation Coordinator of the City of Madera for the purpose of assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions.

9. It is further proclaimed and ordered that Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for public assistance, and Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the 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.

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

11. This proclamation of a local emergency shall take effect immediately as of the date first set forth below. Consistent with Subsection 3-2.04(A) of the MMC and California Government Code Section 8630(b) the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the City Council.

Arnoldo Rodriguez, City Manager
Director of Emergency Services

6/10/2024
Date

Exhibit 2

Exhibit 2

RESOLUTION NO. 24-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A FINDING OF EMERGENCY RELATING TO SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 BETWEEN GRANADA DRIVE AND ROAD 24, AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

WHEREAS, Public Contract Code Section 220250 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

WHEREAS, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

WHEREAS, pursuant to Public Contract Code Section 1102 an "emergency," means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

WHEREAS, the sewer main located at Avenue 13 between Granada Drive and Road 24 is the sole sewer main that conveys all City sewerage to the City's Wastewater Treatment Plant; and

WHEREAS, the sewerage main collapsed on June 3, 2024 resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

WHEREAS, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

WHEREAS, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

WHEREAS, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

WHEREAS, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, Rain for Rent to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

WHEREAS, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

WHEREAS, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

WHEREAS, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

WHEREAS, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

WHEREAS, the City Council has considered the written report and verbal report of the City Manager at a regular meeting and determined that the facts and circumstances are such that emergency repairs were and are needed.

NOW, THEREFORE the City Council resolves as follows:

1. The staff report regarding this resolution and the recitals herein are incorporated herein by reference.

2. The repairs described in the recitals and staff report constitute an emergency requiring the need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

3. The "emergency" described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear

and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

4. The Council finds the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.

5. The City Council ratifies the emergency action taken by the City Manager, including the award of an emergency purchase orders and contracts without competitive bidding for the emergency repairs.

6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.

7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.

8. This Resolution shall become effective upon adoption.

****

PASSED AND ADOPTED by the City Council of the City of Madera this 5th day of June 2024 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Exhibit 2

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY
JUNE 3, 2024, SEWER TRUNK FAILURE

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by failure of the main sewer trunk line in Avenue 13 between Granada Drive and Road 24 in Madera, California, on or about Monday, June 3, 2024; and

WHEREAS, this failure of the pipe significantly impacted the sanitary sewer system serving all residents and businesses within the City of Madera and the Parksdale and Parkwood areas of Madera County, placing the entire system at risk of raw sewage backup; and

WHEREAS, all users of the sewer system were ordered to take immediate actions to limit the introduction of flow to the sewer system; 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 significant sewer failure, which issues 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 participation by the county, state and federal governments will be critical to successfully responding to the failed sewer infrastructure; and

WHEREAS, local resources have been deployed by the City of Madera to mitigate and recover from this significant failure, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; 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 health safety of persons and property within the territorial limits of the City of Madera; and

WHEREAS, 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 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, after consideration of all items the Director of Emergency Services now desires to proclaim the existence of a state of emergency to make additional resources available to address the effects of the sewer trunk failure.

NOW, THEREFORE, the Director of Emergency Services for the City of Madera does hereby find and proclaim as follows:

1. The above recitals are true and correct and incorporated herein as findings by the Director of Emergency Services.

2. The Director of Emergency Services finds that conditions of extreme peril to the health and safety of persons and property have arisen within the City of Madera, caused by a significant failure of the sewer trunk line on or about June 3, 2024.

3. The Director of Emergency Services further finds that the City Council is not currently in session.

4. The aforementioned conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency by the City's Director of Emergency Services. Pursuant to the authority granted by City ordinance, I hereby proclaim that a local emergency now exists throughout the City as of the date of June 3, 2024, when the collapse was discovered for the reasons articulated herein.

5. It is further proclaimed and ordered that during the existence of said local emergency, the powers, functions, and duties of the Emergency Services Director and the Madera Disaster Council 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.

7. It is further proclaimed and ordered that in accordance with the California Disaster Assistance Act and the Stafford Act, a copy of this proclamation be forwarded to the Director of the 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. It is further proclaimed and ordered that a copy of this Declaration be forwarded to the Madera County Office of Emergency Services.

8. It is further proclaimed and ordered that Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the Local Hazard Mitigation

Coordinator of the City of Madera for the purpose of assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions.

9. It is further proclaimed and ordered that Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the authorized representative for public assistance, and Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, is hereby designated as the 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.

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

11. This proclamation of a local emergency shall take effect immediately as of the date first set forth below. Consistent with Subsection 3-2.04(A) of the MMC and California Government Code Section 8630(b) the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the City Council.

Arnoldo Rodriguez, City Manager
Director of Emergency Services

6/3/2024
Date

ATTACHMENT 2

RESOLUTION NO. 24-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING A FINDING OF CONTINUING EMERGENCY RELATING TO SEWER FAILURES ON THE SEWER MAIN AT AVENUE 13 WEST OF GRANADA DRIVE , AFFIRMING THE EMERGENCY ACTIONS TAKEN BY THE CITY MANAGER TO MAKE EMERGENCY REPAIRS ON THE SANITARY SEWER MAIN, AND RATIFYING THE AWARD OF EMERGENCY CONTRACTS WITHOUT COMPETITIVE BIDDING FOR THE EMERGENCY REPAIRS ON THE SEWER MAIN

WHEREAS, Public Contract Code Section 22050 provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

WHEREAS, Public Contract Code further provides that before a governing body takes any action as set in the recital hereinabove, it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

WHEREAS, pursuant to Public Contract Code Section 1102 an "emergency," means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

WHEREAS, the sewer main located at Avenue 13 west of Granada Drive is the sole sewer main that conveys all City sewerage to the City's Wastewater Treatment Plant; and

WHEREAS, in addition to the current emergency as a result of the sewer collapse on June 3, 2024, the sewer main has a secondary collapsed on June 10, 2024 resulting in a large void in the roadway and sewerage flows temporarily backing up into the City system requiring operators to install temporary by-pass pumps in order to pump the sewerage past the localized line break and to maintain by-pass pumping continuously on a 24-hr basis at all hours until the repair is complete; and

WHEREAS, the sewer main services the entire City and community of Parkwood and failure of the pipeline, without the by-pass pumping, would result in a large sanitary sewer overflow; and

WHEREAS, sanitary sewer overflows over 1,000 gallons will result in a Notice of Violation from the California Water Board per Water Quality Order 2006-0003-DWQ; and

WHEREAS, the repairs necessary are described as follows: provide traffic control, pump out and bypass the area of main collapse, remove and replace the main at the line break, make repairs and rehabilitation to potential failure conditions upon further discovery and investigation, secure all utilities in conflict at the location, backfill and around sewer main and trench, repair damage to street and demobilize; and

WHEREAS, the City of Madera has secured several contractors and specialty trades to remedy the situation including Floyd Johnston Construction to make the necessary repairs and investigation, MPS to provide temporary pumps to provide by-pass pumping of the sewage; Safety Network to provide traffic control for the road closure and site protection; and

WHEREAS, additional goods, trades and services may be required including but not limited to sewer video inspection, pipe cleaning, geotechnical engineering, materials and appurtenances for repairs; and

WHEREAS, the City crews also worked overtime to maintain the sewer pumps and to provide Construction Management for this project; and

WHEREAS, in accordance with Madera City Code Section 3-2.04, the City Manager has provided a detailed staff report setting forth the specific facts establishing the emergency, why the emergency did not permit a delay resulting from a competitive solicitation for bids, and why his actions were necessary to respond to the emergency associated with the aforementioned repairs as well as on the costs associated with the repairs; and

WHEREAS, it is highly likely that failure to immediately make the required repairs will result in danger to the health, safety, and welfare of the City residents, members of the public, and/or public facilities; and

WHEREAS, the City Council has considered the written report and verbal report of the City Manager at a regular meeting and determined that the facts and circumstances are such that emergency repairs were and are needed.

NOW, THEREFORE the City Council resolves as follows:

1. The staff report regarding this resolution and the recitals herein are incorporated herein by reference.

2. The repairs described in the recitals and staff report constitute an emergency requiring the need to take immediate action and require procurement of necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

3. The "emergency" described in this resolution meets the requirements as set forth in the Public Contract Code as it constitutes a sudden, unexpected occurrence that posed a clear

and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

4. The Council finds the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action was and is necessary to respond to the emergency.

5. The City Council ratifies the emergency action taken by the City Manager, including the award of an emergency purchase orders and contracts without competitive bidding for the emergency repairs.

6. Upon completion of the aforementioned emergency repairs and stabilization work, any other work shall be made through a competitive bid process as required by the Madera City Code and Public Contract Code.

7. The City Council hereby directs the City Manager to make status reports at each regularly scheduled Council meeting, pursuant to Section 22050 of the Public Contracts Code until the repairs have been completed.

8. This Resolution shall become effective upon adoption.

****

PASSED AND ADOPTED by the City Council of the City of Madera this 12th day of June 2024 by the following vote:

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

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: D-2

SUBJECT:

First Amendment to the West Coast Arborists, Inc. Agreement for City-wide Tree Management and Maintenance Services

RECOMMENDATION:

Adopt a Resolution Approving the First Amendment to the Contractor Services Agreement with West Coast Arborist, Inc., for Tree Management and Maintenance Services for an additional $18,800

SUMMARY:

On November 3, 2021, Council approved a three-year Contractor Services Agreement with West Coast Arborists, Inc. (WCA). The Contractor Services Agreement was set at $150,000 per year. The Agreement is set to expire November 3, 2024.

During the last several weeks, staff has been contacted about additional tree maintenance needed at Lions Town & Country Park. With the Agreement with WCA reaching its maximum amount for the year, staff is recommending increasing the Agreement by an additional $18,800 to cover the necessary work. This would constitute the first amendment to the Agreement. The contract with WCA is eligible for two more extensions. The first extension is anticipated to occur later this year.

DISCUSSION:

The City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest. This is due to the City being responsible for the maintenance of street trees within the public right-of-way, as well as trees within parks, Landscape Maintenance Districts (LMDs), open spaces, City facilities, and other City properties. The last tree inventory

assessment noted the City had approximately 9,250 trees within 16.5 square miles. To keep up with this volume of work, the City utilizes a tree maintenance contractor.

In 2020, a Request for Proposals (RFP) was published in compliance with the City's Purchasing Policy. Based on the submittals received, the review committee recommended an agreement be awarded to West Coast Arborists, Inc. for $150,000 per year, for a three-year agreement. The Parks and Community Services Department serves as the lead department for the management of the contract.

Due to the amount of work throughout the year, the Agreement has reached its allowable expenditure limit. Several reasons for requesting additional funds for the WCA Agreement have surfaced in the last weeks. Those being:

- Specifically, Lions Town & Country Park will be hosting the State Little League Tournament starting on July 20th, 2024.
- On the weekend of May 24, 2024, damage to several trees was caused by a community member attempting to clear the Baseball Field #1 from tree branches.
- Lastly, staff has received specific comments from residents regarding tree maintenance around the north area of the park.

It is important to mention that the City's internal Parks maintenance team has been supplying care for approximately 60 percent of the tree maintenance at Lions Town & Country Park. The work mentioned above requires higher capabilities as follows:

- Certifications in the form of a C-27 Landscaping license, Worker Climber Specialist certification, or C-61 License.
- Boom-lift and other proper equipment for handling tall trees.
- The proper staffing and arborist training. These specialty tree workers earn hourly-wages which double that City staff.

FINANCIAL IMPACT:

Tree maintenance services are budgeted within the Contracted Service line item in Parks Maintenance budget. The Solid Waste Fund comprises $120,000 of the annual budget, with the General Fund assuming the remaining $30,000. The expenditure of $150,000 is included in the FY 2023/24 Adopted Budget.

WCA has provided a quote that takes into consideration the cost of addressing the damaged trees from the May 24, 2024, incident, as well as addressing the additional trees at the park in need of maintenance. Table 1 below includes the breakdown of the $18,800 request.

Table 1: *Summary of requested budget amendment*		
1.	Remove 2 Pine Trees & Stumps Behind the Little League Outfield Fence for irreparable damage	$1,600
2.	Prune 30 Trees of Various Species & Sizes. Remove 2 Modesto Ash Trees & Stumps.	$17,200
	Total Amount	**$18,800**

The Parks & Community Services Department has a funding balance remaining under the existing contract agreement with WCA. These funds are slated to be expended during the month of July on other previously scheduled tree trimming efforts within the city and are not sufficient to cover the newly requested amount. Staff is recommending using full-time salary savings from the Parks Maintenance budget #10206100 to cover the $18,800 cost. For Fiscal Year 2023/24, a total of $650,974 was budgeted for full-time salaries. This amount is intended for the salaries of full-time employees who provide year-round maintenance of the City's parks, trails, green spaces, and other maintenance areas. Year to date, actual salaries spent show $546,895.79. This leaves an available balance of $104,078.21 through June 30, 2024. This would be sufficient to cover the additional $18,800 costs of tree trimming services needed and to properly pay for full-time salaries of staff through the end of the fiscal year. Savings in this line item are associated with unpaid leaves of absences for full-time employees.

ALTERNATIVES:

In considering the Council's options, several potential alternatives are identified for consideration:

- The Council may choose to request that staff bring additional information back to a subsequent meeting.
- The Council may decide to reject the request altogether. This would assume trees damaged and maintenance of trees in need would be halted until further notice.
- The Council may decide to approve a portion of the request, approving only the removal of the trees damaged by the May 24, 2024, weekend incident, vice versa.

ATTACHMENTS:

1. Resolution Approving the First Amendment to the Contract Services Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc.
    a. Exhibit A – First Amendment
2. Photos of Trees Damaged on the Weekend Starting May 24th, 2024
3. Photos of the Trees Identified by Resident Comments & Expert's Assessment.
4. Tree Location of Trees to be Removed.
5. Tree Location of Trees to be Trimmed & Pruned.

ATTACHMENT 1

Resolution Approving the First Amendment to the Contract Services Agreement for Tree Management and Maintenance Services with West Coast Arborist, Inc.

a. Exhibit A – First Amendment

RESOLUTION NO. 24-_____

RESOLUTION APPROVING FIRST AMENDMENT TO THE CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND WEST COAST ARBORISTS, INC., FOR AN ADDITIONAL $18,800

WHEREAS, City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest; and

WHEREAS, on November 3, 2021, Council approved a three-year Contractor Services Agreement with West Coast Arborists, Inc. (WCA); and

WHEREAS, The Contractor Services Agreement is set for three years; and

WHEREAS, the value of the Contractor Services Agreement is set at $150,000 per year; and

WHEREAS, additional work requiring an increase to the $150,000 limit has been identified; and

WHEREAS, the additional work totals $18,800 for the removal and pruning of several trees at Lions Town & Country Park; and

WHEREAS, the additional work would increase the agreement with WCA to $168,800; and

WHEREAS, the WCA Agreement is in its third year, set to expire November 3, 2024; and

WHEREAS, no additional changes are being made to the agreement.

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

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

2. The City Council approves the First Amendment to the Contractor Services Agreement between the City of Madera and West Coast Arborists, Inc., attached hereto as Exhibit "A," which adjusts the contract amount with an increase of $18,800 towards the additional work needed at Lions Town & Country Park.

3. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A

FIRST AMENDMENT TO THE CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND WEST COAST ARBORISTS, INC.

FIRST AMENDMENT TO THE CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND WEST COAST ARBORISTS, INC.

This First Amendment to the Contractor Services Agreement between the City of Madera and West Coast Arborists, Inc. ("First Amendment"), is made by and between the City of Madera, a California municipal corporation, ("City") and West Coast Arborist, Inc. (WCA), both hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City utilizes a tree maintenance contractor to oversee and perform various tasks related to the City's urban forest; and

WHEREAS, on November 3, 2021, Council approved a three-year Contractor Services Agreement Between the City of Madera and West Coast Arborists, Inc. ("Agreement"); and

WHEREAS, the Agreement is set for three years, and set to expire November 3, 2024; and

WHEREAS, the value of the Agreement is capped at $150,000 per year; and

WHEREAS, additional work requiring an increase to the $150,000 limit has been identified; and

WHEREAS, the additional work totals $18,800 for the removal and pruning of several trees at Lions Town & Country Park; and

WHEREAS, the additional work would increase the agreement with West Coast Arborists, Inc. ("WCA") to $168,800; and

WHEREAS, the Parties now desire to enter into this First Amendment to provide for the additional work.

AMENDMENT

1. Subsection E is added to Section 3 of the Agreement to read in its entirety as follows:

   (e) Compensation to Contractor shall not exceed one hundred and fifty thousand dollars ($150,000) per year. However, notwithstanding this general limitation, commending June 20, 2024, the Agreement amount is increased by eighteen thousand, eight hundred and eighty dollars ($18,800) for the Additional Work identified in Exhibit "A" and consistent with the Schedule of Compensation in Exhibit "B."

2. Exhibit “A” – Scope of Services of the Agreement, is amended to add the following at the end of the Exhibit:

ADDITIONAL WORK

Commencing June 20, 2024, the scope of work shall also include the following:

1	Remove 2 Pine Trees & Stumps Behind the Little League Outfield Fence for irreparable damage
2	Prune 30 Trees of Various Species & Sizes. Remove 2 Modesto Ash Trees & Stumps.

3. Exhibit “B” – Schedule of Compensation of the Agreement, is amended to add the following at the end of the Exhibit:

Commencing June 20, 2024, the compensation shall be increased to include the following:

1	Remove 2 Pine Trees & Stumps Behind the Little League Outfield Fence for irreparable damage	$1,600
2	Prune 30 Trees of Various Species & Sizes. Remove 2 Modesto Ash Trees & Stumps.	$17,200
	Total Amount	**$18,800**

4. Except as amended by this First Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

5. This First Amendment shall be effective on June 20, 2024.

(Signatures on Next Page)

IN WITNESS WHEREOF, the City of Madera has caused this First Amendment to be executed on its behalf by its Mayor and duly attested by its City Clerk, and West Coast Arborist, Inc. has executed this FIRST Amendment to the Lease Agreement on the day and year written below.

CITY OF MADERA

_____
Santos Garcia, Mayor

_____
Date:

APPROVED AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

WEST COAST ARBORIST, INC.

_____
Patrick Mahoney, President

_____
Date:

ATTACHMENT 2

Photos of Trees Damaged on the Weekend Starting May 24th, 2024

Image 1.1 – Damage on tree #001

Image 1.2 – Damage on tree #002

ATTACHMENT 3

Photos of the Trees Identified by Resident Comments & Expert's Assessment

Image 1.3 – Crack on tree #003

Image 1.4 – Crack on tree #004

Image 1.5 – Dangerous branch about to break, multiple cracks.

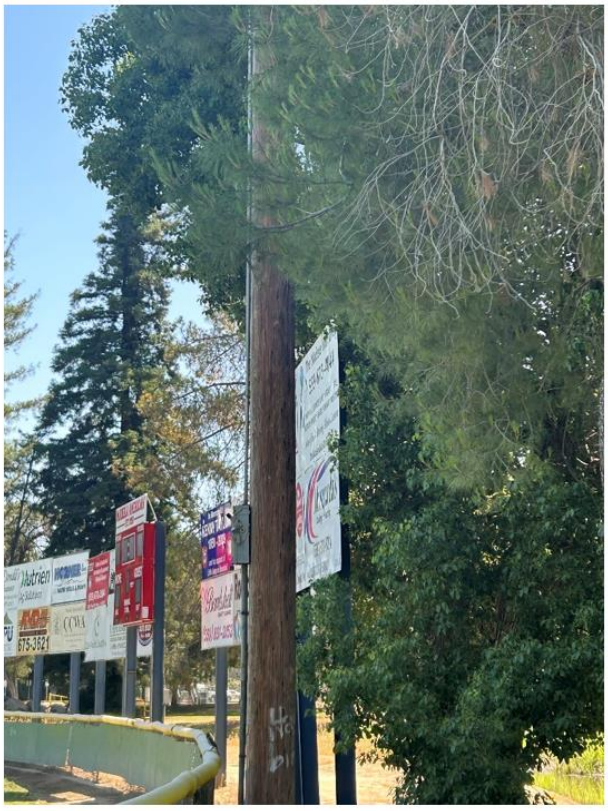


Image 1.6 – Taller trees overhang on Baseball field & Signs.

ATTACHMENT 4

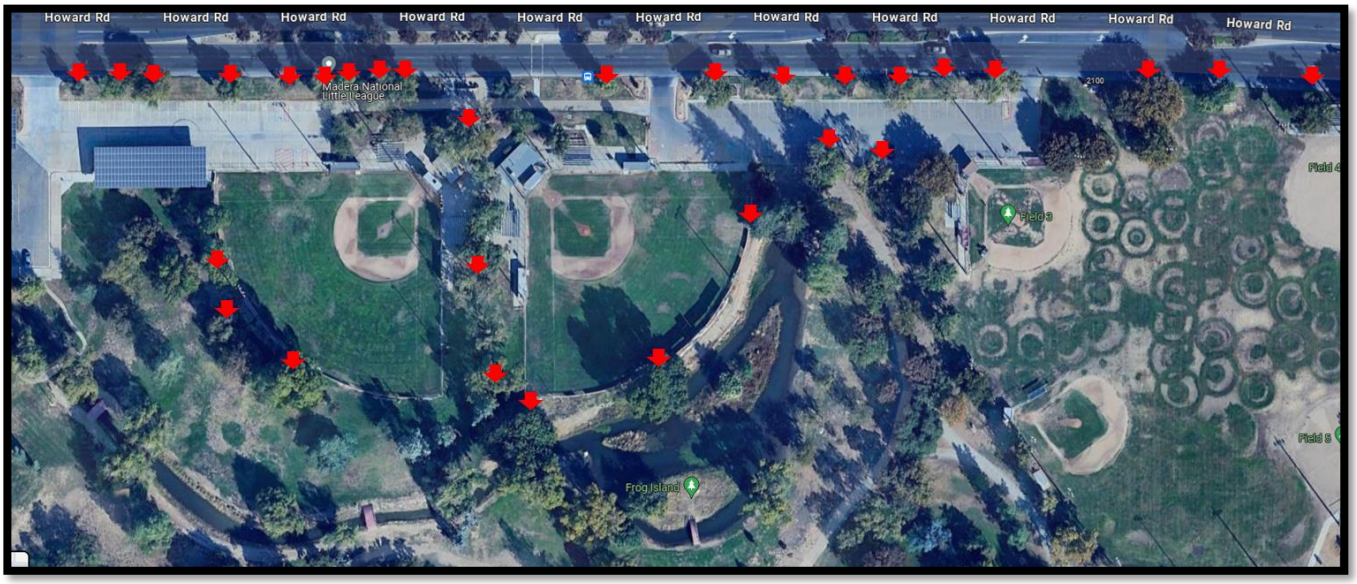
Tree Locations of Trees to be Removed

TREES A & B:

- TREES #001 & #002: These two trees were recommended to be removed and stump grinded. They were damaged by an overzealous citizen attempting to prune them, on Saturday, May 25th, 2024. (Photographs on page 3)
- TREES C & #003 & #004: Were deemed a risk to passing by pedestrians or vehicles due to the evident cracks on main and secondary branches, (photographs on page 4)

ATTACHMENT 5

Tree Locations of Trees to be Trimmed & Pruned



REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: D-3

SUBJECT:

Continuing Resolution In Lieu of Fiscal Year (FY) 2024/25 Budget Adoption and Authorization of 60-day Extension to Prepare and Present the FY 2024/25 Budget

RECOMMENDATION:

Approve a resolution to continue appropriations and estimated revenues in accordance with the FY 2023/24 budget in lieu of FY 2024/25 budget adoption (Continuing Resolution), and authorization of a 60-day extension to prepare and present the FY 2024/25 budget

SUMMARY:

Staff is in the process of preparing the FY 2024/25 Proposed City Budget. Due to various extenuating circumstances, the Proposed Budget will not be ready in time for the July 1, 2024 start of the fiscal year. Given this delay, Council may adopt a Continuing Resolution to ensure that the City meets payroll and contractual obligations and continues to provide services. Hence, staff recommends that the City Council adopt a Continuing Resolution and grant staff a 60-day extension to complete the preparation of the fiscal year 2024/25 budget.

If approved, a budget would need to be approved by Council on or before August 30, 2024.

DISCUSSION:

Preparation of the FY 2024/25 Proposed Budget has proven challenging for most government entities in California. Flat revenues and rising costs have made compiling and balancing the upcoming year's budget a difficult exercise. At the City, this challenge has been exacerbated by unforeseen absences among several key members of the budget preparation team.

While the budget preparation process is underway, staff has concluded that producing a Proposed Budget by the June 30th deadline will result in a budget that may potentially be incomplete and erroneous. Thus, staff is electing to take the time to ensure that Council is presented with a complete and quality Proposed Budget.

As opined by the City Attorney, the deadline of June 30 is the result of a State law requiring government entities to file the budget or a listing of expenditures or revenues within 60 days after the beginning of the fiscal year. Every local agency must also file a copy of its annual budget with the county auditor no later than 60 days after the beginning of the fiscal year. "If a local agency ... does not have a formal budget, it shall file a listing of its anticipated revenues, together with its expenditures and expenses for the fiscal year in progress." The California Local Finance Almanac notes that such listing of revenues and expenditures "amounts to much the same thing as a budget."

A method to meet these legal requirements while continuing the preparation of a budget is through the adoption of a Continuing Resolution. A Continuing Resolution is an act of the City Council that allows the prior fiscal year's appropriations to remain in effect until a budget for the new fiscal year is adopted. Since the expenditure of funds requires legislative authorization through an appropriation, and since an appropriation is for a specific and limited period (e.g., fiscal year), the failure of a city council to adopt a budget prior to the beginning of the fiscal year means that there is no legal authorization to spend money in the new fiscal year. Therefore, if the Council fails to adopt a budget or a continuing resolution (to carry forward the prior fiscal year's appropriations), there can be no expenditure of city funds because there is no legal authorization (appropriation) to spend those funds.

FINANCIAL IMPACT:

Adoption of the Continuing Resolution will enable the City to continue its operations and services and meet its financial obligations uninterrupted.

ALTERNATIVES:

As an alternative, Council may choose to not approve the Continuing Resolution. The impact will be that the City operations are halted because there would be no legal authorization (appropriation) to spend City funds.

ATTACHMENTS:

1. Continuing Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONTINUING EXPENDITURES AND REVENUES IN ACCORDANCE WITH THE FISCAL YEAR 2023/2024 CITY BUDGET IN LIEU OF FISCAL YEAR 2024/2025 BUDGET ADOPTION

WHEREAS, the City Council duly passed the Fiscal Year 2023/2024 budget; and

WHEREAS, adoption by the City Council of the Fiscal Year 2024/2025 operations budget and capital improvement budget will be delayed; and

WHEREAS, the Fiscal Year 2023/2024 Budget ends on June 30, 2024; and

WHEREAS, the City Council deems it appropriate to continue the operation of the City services until the passage of the Fiscal Year 2024/2025 Budget.

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

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

2. The City Council does hereby continue the Fiscal Year 2023/2024 annual budget in full force and effect until the City Council adoption of the Fiscal Year 2024/2025 budget on or before August 30, 2024.

3. Upon adoption of a resolution adopting the 2024/2025 Budget, this resolution shall have no further force and effect.

* * * *

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024 **Agenda Number:** D-4

SUBJECT:

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) 2024/25

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 2024/25 And Setting Date For Public Hearing

RECOMMENDATION:

1. Adopt a minute order approving the Engineer's Report as filed or with modifications as identified by the City Council (Council) during this meeting.

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 2024/25 or as may be amended and set July 17, 2024, as the public hearing date to consider the Proposed FY 2024/25 Assessments for City Wide Landscape and Lighting District Zones of Benefit.

SUMMARY:

Government Code Sections §22620-22631, including the Streets and Highway Code (Code), require the City to undertake proceedings for each fiscal year during which an assessment is to

be levied and collected within its existing landscape assessment district. There are 80 active Zones of Benefit (Zones) within the Citywide Landscape and Lighting District (LMD). A Zone Location Map is included in Attachment 1.

Each year, Zones are identified that are generating less assessment revenue than is required to fund needed maintenance activities adequately. To resolve this situation, assessments should be increased in conformance with the requirements of the Streets and Highway Code and Proposition 218, when applicable. Regardless of a Proposition 218 election being held, Council must:

- First, approve an Engineer's Report
- Then adopt a Notice of Intent to levy assessments.
- Along with the Notice of Intent, the Council will set a date for a public hearing where affected residents may voice opposition or support for the recommended assessment changes.

Where proposed assessment increases exceed amounts specified in previously recorded covenants, or if there were no covenants, Proposition 218 requires that an election be held where voters decide whether to approve the increase. When an election occurs, the outcome is determined entirely by the owners who correctly complete and return ballots to the City; a simple majority of returned ballots dictates the outcome for or against the increase.

Council may recall the last Proposition 218 elections held was for 28 Zones. However, all Zones failed to reach a majority vote in favor of increases. As such, no increases were authorized for any Zone. Given the reluctance of property owners to vote in favor of increasing assessments and the cost in staff time for low probability of success, staff recommends that Proposition 218 elections and associated hearings not be conducted this year. It is staff's opinion that given the effort required to conduct the elections each year, Council may wish to discuss alternative approaches to assessments and/or maintenance levels associated with those assessments. The typical topics for consideration would include:

- Should Proposition 218 elections occur in future years? If so, at what frequency: all Zones, a certain number per year, or only those with the most significant deficit?
- If Proposition 218 elections are conducted and fail, should failed Zones receive full maintenance efforts or be reduced to match the level of funding?

Following the public hearing, the Council may order changes in any of the matters addressed in the Engineer's Report subject to such changes not exceeding the limits of existing covenants or the results of the Proposition 218 hearings if Proposition 218 elections are conducted.

If there is a majority vote against the levy of an annual assessment as part of a Proposition 218 election, where such an assessment represents an increase from any previous year and is also outside the terms of an applicable covenant for that Zone, the proposed increase in the assessment must be abandoned. The assessment amount then reverts to the previous year's assessment amount where no covenant exists or is adjusted to be consistent with the maximum assessment allowed for the covenant recorded for the property. If, as part of a Proposition 218

election, a majority vote in support of the assessment is received, the Council may adopt a resolution confirming the diagram and assessment. The adoption of the resolution will constitute the levy of an assessment for FY 2024/25.

DISCUSSION:

The assessments presented in this year's Engineer's Report reflect staff's recommendation based on Council's prior direction, recent opinions from the City Attorney's office, and information provided by the Parks and Finance departments.

Up to now, the fund balance in each LMD has been used to "fill-in" the shortfall between revenues and expenses. The strategy of using fund balance does not appear to be an option for several LMDs. Finance is reporting that:

- 65 of the 80 Zones do not have adequate funding to fully maintain landscaping.
- 15 of the 80 LMDs no longer have any fund balance to cover this difference.
- The number of LMDs in a negative fund balance position will grow to 20 by the end of FY 2024/25

This disparity can be tied to several factors that include:

1. The inability to conduct a successful Proposition 218 election

2. Providing full maintenance at zones that have rejected a Proposition 218 election. While Parks field crews at one time received direction to reduce efforts to the level possible without obvious indications of reduced maintenance, that direction seems to have been dropped at some point in the past.

Staff is mindful that residents are critical of the cost of maintaining landscaping. This is clearly seen based on the history that suggests residents will reject an increase in assessments, regardless of how large or small the increase may be or how important it is to the visual appeal of the landscaping. As such, a request for additional revenue through a Proposition 218 process is not a guarantee, and past elections indicate the Proposition 218 process is more likely to fail than succeed.

The most recent Proposition 218 elections highlighted the consequences of a failed election wherein there appear to be only two available options to address the results of a failed election, as operational losses cannot be carried forward:

- A reduction in service and quality, or
- Contributions by the General Fund

Looking toward future years, and based on the interpretation of applicable laws, Proposition 218s are the only method currently available to increase assessment in future years once all zones' expenses surpass what is allowed in the associated covenant.

Assessment Shortfalls

FY 2024/25 is projected to have an assessment shortfall of $131,726. A shortfall occurs when expenses in a zone exceed the amount of revenue it receives. However, if a zone has a surplus fund balance to absorb the shortfall, there is no effect on the General Fund. When considering zones that do not have a surplus fund balance, the General Fund is projected to absorb $62,642 in FY 2024/25 as noted in Table 1. As the number of zones depleting their fund balance surpluses increase, the amount absorbed by the General Fund will also increase.

However, it should be noted that in certain zones, a reduction in expenses may not be enough to prevent costs being absorbed by the General Fund. In some cases, without a successful Proposition 218 election, costs will continue to rise while assessment revenue remains fixed.

Actions to Reduce Gap Between Revenues and Expenses

Several specific factors are reflected in the proposed FY 2024/25 Engineer's Report. Examples of these factors include estimated operating and administrative expenses in each Zone, recommended reserve amounts for cash flow, and allowances for semi-regular expenses like tree trimming. Each of these factors plays a part in the proposed assessment. In prior years, Council has provided direction on addressing these factors. A summary discussion of these factors is included in Attachment 2 to this report.

The FY 2023/24 Engineer's Report projected $304,376 in direct landscape maintenance costs. A recent staff review has, however, indicated this figure is closer to $375,000. This larger value represents the costs of hiring additional part-time park employees. Based on this obvious impact to the LMD zone budgets, staff evaluated overhead charges with the goal of identifying areas where actual current efforts may not be reflective of the formulaic budget that set overhead costs at 30% of hard landscaping costs. As such, each department was asked to project the amount of time it expects to spend each FY administering the LMD program. Based on these estimates of actual time, staff believes overhead costs can be reduced by approximately $57,000 per year. Subject to council direction otherwise, this reduced amount has been factored into the FY 2024/25 Engineer's Report.

Expenses may not match the amounts budgeted for each zone; the Finance Department will be analyzing each zone's charges relative to its budget. Any charges that cannot be applied in the current FY will be added to the expenses projected in FY 2024/25.

Operational Losses

Negative fund balances older than the current FY (2023/24 in this case) cannot be carried forward, meaning the City cannot levy assessments to recuperate losses prior to the current fiscal year. An operational loss occurs when a zone fund balance and projected revenues are unable to cover the cost of maintenance activities.

Table 1 summarizes operational losses:

Table 1: *Operational Losses by Fiscal Year*	
Fiscal Year	*Amount*
Aggregate Losses prior to FY 2023/24 (to be absorbed by General Fund)	$61,783
Fiscal Year 2023/24 (to be absorbed by General Fund)	$40,831
Fiscal Year 2024/25 (Projected)	$62,642

The increase from $40,831 to $62,642 represents:

- Increased costs for both labor and materials associated with cost of living and step raises.
- 6 zones projected to fall into a deficit.

FISCAL IMPACT:

The General Fund is projected to subsidize operational losses of $62,642 in FY 2024/25. For the current fiscal year, the General Fund will absorb $40,831 that accrued in FY 2023/24 and $61,783 for years preceding FY 2023/24.

ALTERNATIVES:

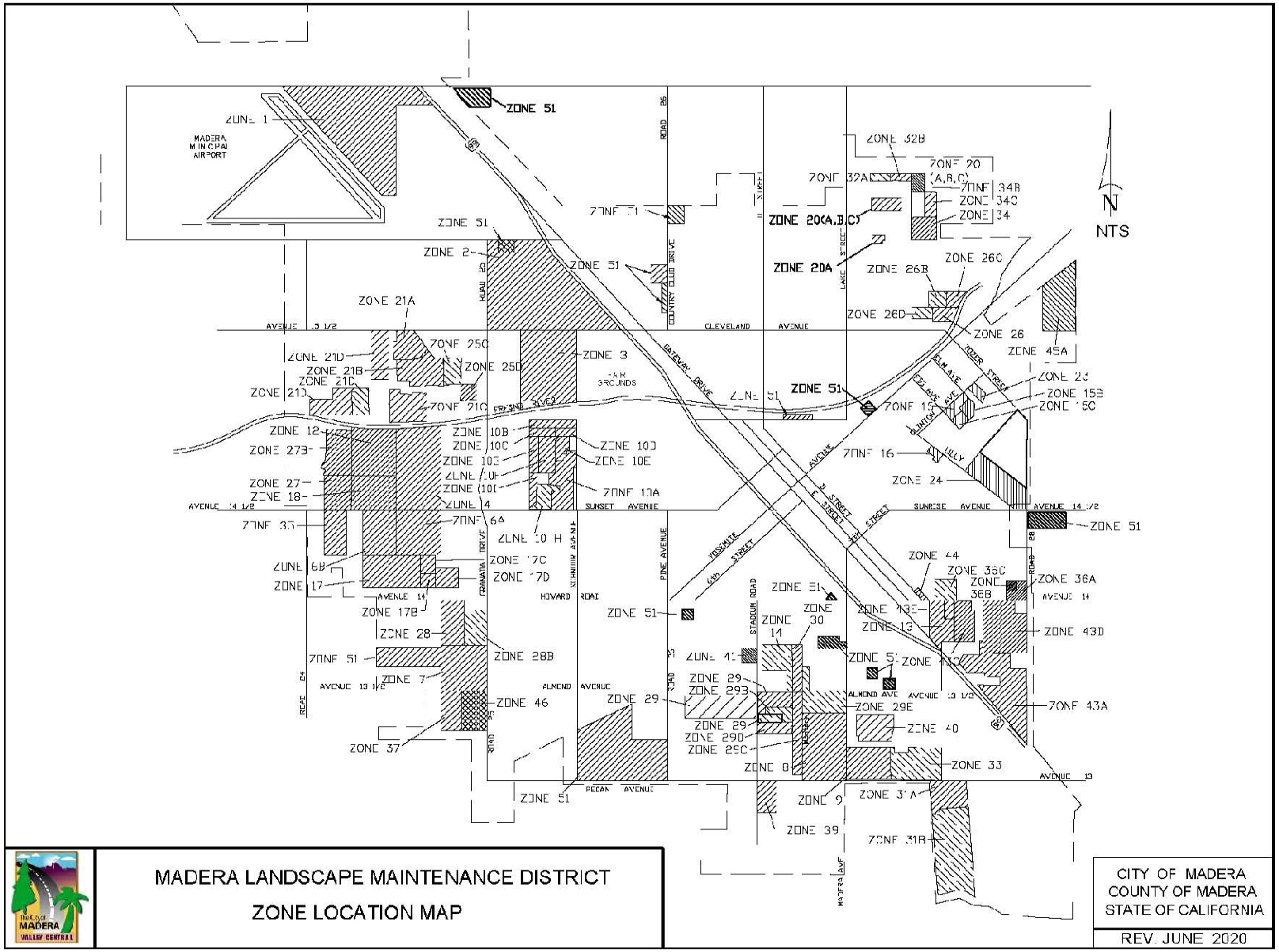
Adjust individual or multiple Zones – Each adjustment results in changes that may be carried forward in future years in varying ways.

ATTACHMENTS:

1. Zone Location Map
2. LMD Cost Assessment Factors
3. Resolution
4. FY 2024/25 Engineer's Report

Attachment 1

Zone Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JUNE 2020

Attachment 2

LMD Cost Assessment Factors

- *Use of Fund Balance*. Beginning in Fiscal Year (FY) 2012/2013, an analysis of available fund balances in many Zones indicated that assessments could be temporarily reduced or eliminated in those Zones while the fund balances were brought down to appropriate levels which better approximated actual expenses. In some cases, these reductions still need to continue. In others, the fund balances have been reduced appropriately, and the assessments have previously been or will be reset at a level where they equal expenses.

- *Unsuccessful Assessment Increase.* Where Proposition 218 hearings fail to increase assessments, Parks has previously attempted to reduce the level of maintenance to a point commensurate with available funding. *At present, the cost of landscaping exceeds the amount of revenue generated in many zones.*

- *Tree Trimming*. Where funding is available, one-fourth of the trees in a Zone are trimmed annually. For those Zones that did not approve increases to assessments, tree trimming represents the first maintenance item to be removed; the assumption being that trees represented less of a visual impact than un-mowed grass or un-trimmed bushes. *At present, tree trimming does not appear to have been curtailed to match funding levels.*

- *Water Usage Costs*. The water usage fee is included in the recommended Engineer's Report based on the square footage of landscaping within each Zone. As previously noted, this fee will transition to a metered cost in all Zones as meters continue to be installed at the various water service locations. A review of the current utility charges shows that 17 Zones of the total 80 have some form of metering. The status of the 63 remaining Zones is unknown at present. Continuation of these installations is expected to be complete in the next 12 to 18 months as part of an upcoming Capital Improvement Project.

- *Reserve for Cash Flow*. This reserve may be held per Section 22569 of the Streets and Highways Code. The maximum amount (accrual) and defined target for the Zones is equivalent to the estimated costs of maintaining the Zones between July 1 and December 10. The maximum amount would be accrued over the course of as much as 5 years to reduce the magnitude of recommended assessment increases when they do occur. Prior to this reserve going below zero in any given year, a Proposition 218 Hearing should be implemented to increase assessments.

Attachment 3

Resolution

RESOLUTION NO. 24-_____

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 2024/25 AND SETTING DATE FOR PUBLIC HEARING

WHEREAS, the City Council has heretofore, provided for the formation of a City Wide Assessment District (District) pursuant to the Landscape and Lighting Act of 1972 (the "Act") and provided for the inclusion of Zones 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 into said District; and

WHEREAS, the City Council initiated proceedings to levy annual assessments for the above-referenced zones and directed the City Engineer to prepare and file this report with the City Council as required by Streets and Highways Code Section 22565 et seq.; and

WHEREAS, the City Engineer has prepared an Engineer's Report which has been filed with the office of the City Clerk for submission to the City Council, setting forth a full and detailed description of the improvements, the boundaries of the assessment district, the zones of benefit therein and the proposed assessments upon assessable lots and parcels of land within the District to which reference is hereby made for full particulars. The boundaries of the zones of benefit within the city-wide assessment district and the improvement therein are as generally described in the Engineer's Report; and

WHEREAS, the City Council approved the Engineer's Report on June 19, 2024; and

WHEREAS, adjustments to assessments reflect the increasing costs of landscaping, administrative overhead, and the goal of a 5-year fund balance that attempts to maintain a steady fund balance; and

WHEREAS, increased expenses for FY 2023/24 may exceed the amounts budgeted for FY 2023/24; and

WHEREAS, Finance will review FY 2023/24 expenses for each zone relative to its budget and pay expenses as budgets allow; and

WHEREAS, any expenses that cannot be paid for in FY 2023/24 will be added to that zone's budget in FY 2024/25, in addition to expenses projected in the FY 2024/25 Engineer's Report; and

WHEREAS, the City Council is required to set a hearing where all interested persons shall be heard on the question of the levy and collection of the proposed assessments.

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 Engineer's Report has been prepared and has been filed with the office of the City Clerk for submission to the City Council and has been approved by the City Council.
3. It is the intention of the Madera City Council to levy and collect assessments for the 2024/2025 fiscal year in accordance with that determined in the Engineer's Report 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 Fiscal Year 2024/25.
4. The Landscape and Lighting District Zones of Benefit which generally include but are not limited to park strip and median landscaping are in general conformity to those originally formed and no changes have been made or are proposed to these improvements as part of this action.
5. A Public Hearing shall be held at a regular meeting of the Madera City Council on July 17, 2024, at 6:00 p.m. in the City Council Chambers located at 205 W. 4th Stret, Madera, CA for all interested persons to be heard on the question of the levy and collection of the proposed assessments and for the Council to consider the Proposed Fiscal Year 2024/2025 Assessments for the above-referenced Zones.
6. A 10-day public hearing notice shall be published in the Madera Tribune advertising the date, time, and place of the July 17, 2024, hearing date.

7. Written protests may be filed with the City Clerk at any time prior to the conclusion of the hearing. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by the protesting person or persons.

8. Authorizes the Finance Department to include any expenses from FY 2023/24 that exceed a zone's budget in the FY 2024/25 budget, these will be included in each zone in addition to the projected expenses as part of the FY 2024/25 Engineer's Report.

9. This resolution is effective immediately upon adoption.

* * * * *

Attachment 4

FY 2024/25 Engineer's Report

RECORDING REQUESTED BY
AND MAILED TO:

NAME: CITY OF MADERA

STREET: 205 W. 4TH STREET

CITY: MADERA, CA 93637

ATTENTION: CITY CLERK

CITY OF MADERA

ENGINEERING DEPARTMENT

COUNTY OF MADERA, STATE OF CALIFORNIA

ENGINEER'S REPORT

FOR

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT

ZONES: **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**

2024-2025 ASSESSMENT

Keith Brent Helmuth

City Engineer

City of Madera

_____

Date

ENGINEER'S REPORT
FOR CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: **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**

2024-2025 ASSESSMENT

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CERTIFICATION OF FILING AND CONFIRMATION OF ASSESSMENT
TO THE ENGINEER'S REPORT FOR
CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONES: 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

2024-2025 ASSESSMENT

The Undersigned respectfully submits the enclosed reports as directed by the City Council on _____, 2024.

BY: _____
Keith Brent Helmuth, City Engineer

Certification of Filing with City.

I, Alicia Gonzales, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed with me on _____, 2024.

BY: _____

Certification of Approval and Confirmation by City Council

I, Alicia Gonzales, City Clerk of the City of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were approved, and confirmed by the City Council of the City of Madera on _____, 2024.

BY: _____

Certification of Filing with Superintendent of Streets

I, Keith Brent Helmuth, City Engineer of the City of Madera, hereby certify that the foregoing assessments together with the diagrams attached thereto, were recorded in my office on _____, 2024.

BY: _____

Certification of Filing with the County Auditor

I, Catherine Nainoa, Auditor of the County of Madera, do hereby certify that the foregoing assessments, together with the diagrams attached thereto, were filed in my office _____, 2024.

BY: _____
Catherine Nainoa
Supervising Accountant/Auditor

LANDSCAPING ZONES BY SUBDIVISION

ZONE #	ZONE NAME
1	AIRPORT BUSINESS PARK
2	PHEASANT RUN/NORTHWEST ESTATES
3	MANSIONETTE ESTATES 1, 2, & 3
4	WESTGATE NORTHWEST 1 & 2
6A	WOODLAND HILLS/BASILA
6B	SUNSET SOUTHWEST 1, 2, 3, 4, & 5
7	TOWN & COUNTRY ESTATES
8	VINEYARD ESTATES II, III, IV &V
9	ORCHARD ESTATES & ORCHARD ESTATES No. 2
10A	VENTURI SUBDIVISION
10B	PEBBLE BEACH I & II
10C	PEBBLE BEACH III & IV
10D	PEBBLE BEACH V
10E	PEBBLE BEACH VI
10F	PEBBLE BEACH VII
10G	PEBBLE BEACH VIII
10H	PEBBLE BEACH IX
10I	PEBBLE BEACH X
12	FRENCH COVE 1 & 2
13	LAS PALMAS ESTATES I, II, III & IV
14	CAPISTRANO 1 & 2
15	CLINTON / ELM RANCHOS 1
15B	CLINTON / ELM RANCHOS 2
15C	CLINTON / ELM RANCHOS 3
16	SUGAR PINE ESTATES
17A	CAPISTRANO X, PHASES 1 & 2 & TUSCAN VILLAGE
17B	CAPISTRANO X, PHASE III
17C	CAPISTRANO X, PHASE IV
17D	CAPISTRANO XI, PHASE I
18	LINCOLN PLACE, PHASE I, II & III
20A	LA JOLLA ESTATES, PHASE 1
20B	LA JOLLA ESTATES, PHASE 2
20C	LA JOLLA ESTATES, PHASE 3

ZONE #	ZONE NAME
21A	HOME RANCH I
21B	HOME RANCH II
21C	HOME RANCH III
21D	HOME RANCH IV AND MELANIE MEADOWS I
23	ELM ESTATES II
24	VISTA DEL SIERRA (RDA)
25C	COTTONWOOD ESTATES III
25D	COTTONWOOD ESTATES IV
26	CORDOVA ESTATES PHASE I & II
26B	CORDOVA ESTATES PHASE III
26C	CORDOVA ESTATES PHASE IV
26D	OAKWOOD ESTATES
27	VINEYARD WEST I
27B	VINEYARD WEST II
28	CAPISTRANO XII & XIV
28B	CAPISTRANO XIII
29	CHATEAU AT THE VINEYARDS, PHASE I
29B	CHATEAU AT THE VINEYARDS, PHASE II
29C	CHATEAU AT THE VINEYARDS, PHASE III
29D	CHATEAU AT THE VINEYARDS, PHASE IV
29E	CHATEAU AT THE VINEYARDS EAST
30	YOSEMITE ESTATES
31A	HIGHLANDS AT RANCHO VALENCIA PHASE I
31B	HIGHLANDS AT RANCHO VALENCIA PHASE II
32A	LA JOLLA NORTH PHASE I
32B	LAN JOLLA NORTH PHASE II
33	SOUTH STAR ESTATES
34	KENNEDY ESTATES PHASE I & II
34B	KENNEDY ESTATES PHASE III
34C	KENNEDY ESTATES PHASE IV
35	SANTA BARBARA ESTATES
36A	MARIPOSA ESTATES I
36B	MARIPOSA ESTATES II
36C	OLIVE ESTATES
37	ALMOND TREE ESTATES
39	CARMEL HOMES III AND VARBELLA
40	TIERRA VISTA ESTATES
41	POND PLACE

ZONE #	ZONE NAME
43A	ORCHARD POINT ESTATES PHASE I & II & BRAWLEY
43C	EL CORONADO ESTATES
43D	ALMOND VILLAGE ESTATES
43E	TAYLOR ESTATES
44	SIERRA VISTA ESTATES PHASE III
45A	SIENNA ESTATES
46	CAPISTRANO XVII
50	SUGAR PINE VILLAGE
51	RED ROCK RETAIL CENTER, ET AL

ENGINEER'S REPORT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT
2024-2025 ASSESSMENT

ZONES: **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**

WHEREAS, on June, 1991 the City Council of the City of Madera by resolution provided for the creation of a Landscape Maintenance District to provide funds to the City for the maintenance of landscaping within street medians, street park strips, and easements included as a part of said District, the entire City shall be designated as one District composed of separate Landscape Maintenance Zones, and

NOW THEREFORE, I, Keith Brent Helmuth, Engineer of Work for the City of Madera, do hereby assess and apportion the total estimate of cost of the formation, servicing, and maintenance of the referenced Zones upon the several lots or parcels of land benefited, as more particularly set forth in the assessment rolls filed herewith, marked Exhibit "C" and incorporated herein by reference. The numbers on said assessment roll correspond with the assigned numbers upon the assessment diagrams filed herewith, marked Exhibit "D", and incorporated herein by reference. Said assessment is made upon the several lots or parcels of land within the Zones in proportion to the estimated benefits to be received by said lots of parcels of land for said maintenance. A description of the method used to estimate those benefits is presented below.

PLANS AND SPECIFICATIONS

Improvement Plans, Tract Map, and Conditions of Approval have been used to determine landscaped areas within each Zone. Such detailed plans have been prepared by the various project developers and are on file with the City of Madera.

ESTIMATE OF COSTS

The amounts to be assessed and a breakdown of these costs are provided in the Exhibit "C". These costs are based upon the best estimates available at the time of preparation of this report. Since this report will be a yearly document for the continuation of each maintenance Zone, any costs not spent by the City of Madera during the referenced fiscal year will be credited to assessments in future years. Conversely any costs underestimated during the referenced year will be recovered by assessments in future years.

ASSESSMENT DIAGRAM

The maps entitled "ASSESSMENT DIAGRAM" are incorporated herein, and sets forth the lots of parcels of land, and assigns each individual parcel a distinctive number for reference to the assessment roll. Each of the properties included within each referenced Zone is identified by an Assessment Parcel Number.

DATED: _____

SIGNED: _____
ENGINEER OF WORK FOR THE CITY OF MADERA

Exhibit 'A'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 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

2024-2025 ASSESSMENT

ASSESSMENT SPREAD METHODOLOGY

PROPERTY RELATED BENEFIT

Property-related benefit must provide a specific, rather than general, benefit to each property being assessed in proportion to at least the amount of assessment.

The installation and maintenance of landscaping of park strips, median islands along major streets, median islands within developments/subdivisions, and certain out-lots, were requirements for obtaining favorable development entitlements which provide a specific benefit to the newly created properties, all as more particularly described on Exhibit "B".

GENERAL BENEFIT

General benefit is defined as any benefit that does not confer specific benefit via a property-related service or capital improvement. General benefits can be determined to benefit the property within the District/Zone and/or the public at large. The landscaping in median islands located in major streets results in an attractive transportation corridor for the community in conformance with the City's General Plan, and thereby providing some degree of general benefit as well as, a specific benefit to adjoining properties.

FY 2024-2025 ASSESSMENT

In accordance with the definitions of Proposition 218, the properties in each case are being assessed for their prorate share of costs to maintain the landscaping in park strips along major streets adjacent to the respective developments/subdivisions, in median islands located within the development/subdivision, in certain outlots. Costs include maintenance of trees, shrubs, sprinkler systems, fertilizer, weed control and general maintenance and repair or replacement when required. The assessment may be increased annually to the range of the assessment in the amount of the Engineering News Record Constructions Cost Index (Los Angeles, plus two percent).

In accordance with Proposition 218, the owners of land with a majority of the total cost of assessments did heretofore approve the assessments for landscape maintenance on June 4, 1997, June 3, 1998, July 16, 1999, July 19, 2000, April 4, 2001, June 6, 2001, June 5, 2002, August 21, 2002, July 16, 2003, September 1, 2004, August 3, 2005, August 16, 2006, August 15, 2007, August 20, 2008 and August 5, 2009, July 21, 2010, August 3, 2011, August 1, 2012, August 7, 2013, June 4, 2014, July 1, 2015, July 20, 2016, July 19, 2017, August 1, 2018, July 3, 2019, and July 15, 2020, or was required as a condition of approval of the subdivision.

Exhibit 'B'
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: 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

2024-2025 ASSESSMENT

METHOD OF ASSESSMENT BY ZONE

ZONE 1 – Airport Business Park
Landscape easements along the east and west side of Airport Drive from Aviation Drive to Avenue 17 were included as part of the Airport Business Park Improvement Plans and are also required for proposed future development within the boundaries established herein. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 45 parcels within the Airport Business Park included in this Zone, all of them zoned for commercial use. Assessments for maintenance of the above improvements have been spread based upon parcel area of all properties within the Zone and frontage length of those properties fronting the landscaped areas along Airport Drive. The proportions will be such that 75 % of the total assessment will be spread on the basis of lot area and the remaining 25 % will be spread on the basis of frontage length along Airport Drive.

ZONE 2 – Pheasant Run/Northwest Estates
Landscaping along the north right of way of Cleveland Avenue and along the east right of way of Granada Drive was included as conditions of approval of plans for Pheasant Run Subdivision. Landscaped median islands along Schnoor Avenue between Cleveland Avenue and Avenue 16 were included as conditions of approval of plans for Northwest Estates Subdivision and proposed future development within the boundaries established herein. A portion of the future Cleveland Avenue median landscaping was also included as an assessable item within the Zone. The assessments include fifty percent of the costs for maintaining of the median island landscaping on Schnoor and Cleveland Avenues. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are 173 (Assessment Numbers 10-182) single-family residential lots within Pheasant Run Subdivision Nos. 1, 2 and 3 and 97 single-family residential lots within Northwest Estates Subdivision Nos. 1-5 & 7 (Assessment Numbers 183-220 and 237 –278 and 281- 297). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot, for a total of 260 unit assessments for residential property.

Assessment Numbers 279 and 280, and Parcel 1 in Book 35 of Maps at Page 27 of Madera County Records (Assessment No. 232) and Parcels A through O in Book 42 of Maps at pages 107 and 108 of Madera County Records (Assessment Nos. 221 through 226 zoned professional office) and all property east of Schnoor Avenue within Zone 2 (319-328) are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.15 acre, which is the average area of the single-family residential lots within the Pheasant Run and Northwest Estates subdivisions.

ZONE 3 – Mansionette Estates, Phases 1, 2, 3
Landscaped medians along Schnoor Avenue between Cleveland Avenue and the Fresno River and a portion of the Cleveland Avenue median landscaping were conditions of approval of proposed future development within the boundaries of Mansionette Estates 1, 2, & 3. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of the costs for maintenance of the median island landscaping in Schnoor Avenue. The assessments include fifty percent of the cost for maintenance of the landscaping of the MID canal right of way.

Parcel 1 and 2 in Book 49 of Maps at Page 9 of Madera County Records (Assessment Numbers 7 and 8) and Parcels 1 and 2 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment Number 10 and 11) and parcel 3 and 4 in Book 43 of Maps at Pages 9 and 10 of Madera County Records (Assessment number 9) were combined per document 2006017711 to form one parcel and Parcels 1, 2 and 4 in Book 38 of Maps, at Page 87 of Madera County Records (Assessment Numbers 2, 3, and 4) and Parcel 1 and 2 in Book 39 of Maps at Page 129 of Madera County Records (Assessment Numbers 5 and 6) are currently zoned commercial. Parcel A in Book 37 of Maps, at Pages 102-104 of Madera County Records (Assessment Number 1) is currently zoned multi-family residential. The number of unit assessments assigned to each commercial lot and multi-family lot was determined by dividing their respective areas by 0.17 acre, which is the average size of the single family residential lot within Mansionette Estates, Phase 1, 2, & 3.

Parcel B in Book 37 of Maps, at Pages 102-104 of Madera County Records has been subdivided into two lots. The northerly lot has been further divided into 34 single family residential lots within Mansionette Estates Phase III Subdivision in Book 42 of Maps at Pages 143 and 144 of Madera County Records (Assessment Number 106 through 139). There are 159 single-family residential lots within Mansionette Estates Subdivision Phase I and II in Book 37 of Maps at Pages 103 and 104 of Madera county Records (Assessment Numbers 12 through 105). Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot. The southerly lot (Assessment Numbers 172 and 173) cannot be developed and will not be assessed.

There are 193 unit assessments for residential property, and 11unit assessments for commercial areas.

ZONE 4 – Westgate Northwest, Phases I & II
A condition of approval of the Westgate Northwest subdivision required landscaping of the following areas.

1. A median island in North Westberry Boulevard, between Sunset Avenue and Riverview Drive;

2. A median island in Double Tree Way between Sunset Avenue and Boulder Avenue;

3. A median island in Castle Way between Double Tree Way and Countess Lane.

4. The planter strip along the east right of way of Westberry Boulevard, contiguous to the subdivision; and,

5. The planter strip along the north right of way of Sunset Avenue contiguous to the subdivision.

The proposed landscape area between Riverview Drive and the Fresno River was also added as an assessable item within the Zone. Therefore, it is incumbent upon all property owners within the boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 106 zero lot line, family residential lots and 57 standard, single-family residential lots within Westgate Northwest Phase I. There are 90 single family residential lots within Phase II of Westgate Northwest after numerous Lot Line Adjustments.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each zero lot line residential lot and two units of assessment per each standard residential lot, which are approximately twice the acreage of the zero lot line residential lots.

ZONE 6A – Woodlands/Basila

Landscaping of certain areas was a condition of approval for the Woodland Subdivision, the Woodlands Subdivision No. 2, and the Basila Subdivision in Madera. Landscape areas are located along Woodlands Drive, Woodlands Court, Cedar Creek Lane and Westberry Blvd, all within or adjacent to the above subdivision and streets. The median island landscaping along Westberry Blvd between Sunset Avenue and the south property line of Basila Subdivision, Phase 2 and 3 shall be included in the assessments at a rate of 50% of the costs of maintenance.

There are 108 single family residential lots within Woodland Subdivision, Woodland Subdivision No. 2, Basila Subdivision, and Basila Subdivision Phases 2 and 3. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 109 residential lots.

The remaining two parcels (009-300-010-000 & 009-300-009-000) have been assessed for maintenance of these improvements and has been spread based upon one unit of assessment per each of the 109 residential lots.

ZONE 6B – Sunset Southwest, Phases 1, 2, 3, 4 & 5

Landscaping was required by conditions of approval for Sunset Southwest Subdivision, Phases I through 5 including Kimmel Avenue, the south side of Sunset Avenue, the west side of Westberry Boulevard and 50% of the median in Westberry Boulevard, all within or adjacent to the above subdivision and streets.

There are 139 residential lots within Sunset Southwest Subdivision, Phases1 through 5. Assessment for maintenance of these improvements has been spread based upon one unit of assessment per each of the 139 residential lots.

ZONE 7 – Town & Country Estates

Landscaped medians along Merlot Avenue, landscaping within the west right of way of S. Granada Drive and the north right of way of W. Almond, and maintenance of the paved emergency access easement were included as conditions of approval of the Town and Country Estates subdivision. Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of costs to maintain the landscaped areas.

There are 137 single-family residential lots within Town & Country Estates, which benefit from the landscaped frontage along Granada Drive and the landscaped median in Merlot Avenue. Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 137 residential lots.

Assessment Numbers 138, 139 and 140 are zoned for multi-family residential units. The apartment units front Almond Avenue and a portion of Granada Drive. The apartments isolate the single-family lots from any benefit of landscaping along these roads. Therefore maintenance costs associated with this landscaping will be applied only to the multi-family residential units once established. No maintenance costs are assumed for the 30-foot wide access easement through the apartment complex since it is temporary and will be replaced by a parking lot.

The number of units assigned to each multi-family residential lot, was determined by dividing their respective areas by 0.16 acre, which is the average size of the single-family residential lot within the Town and Country Estates subdivision.

ZONE 8 – Vineyard Estates Subdivision, Phases II, III, IV & V
Conditions of approval of the plans for the Vineyards Subdivision 2, 3, 4 and 5, required maintenance of the landscaped areas noted below:

1. The park strip along the north right of way of Pecan Avenue;

2. The landscape easement along the north side of Pecan Avenue;

3. The landscape easement adjacent to the storm drainage pond; and,

4. The landscape buffer within the right of way along the north and south sides of Gary Lane.

Therefore, it is incumbent upon all property owners within these boundaries to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 193 single family residential lots within the Vineyards Subdivision No. 1, 2, 3, 4 and 5.

Assessment Numbers 52, 53 and 54 are currently zoned commercial. The number of units assigned to each commercial lot was determined by dividing their respective areas by 0.14 acre, which is the average size of the single family residential lot within Vineyards, Phases II, III, IV and V.

The assessments for Assessment Numbers 1-51 and 55-196 may increase if future development requires landscaping along Monterey Avenue, Gary Lane or Pecan Avenue.

ZONE 9 – Orchard Estates & Orchard Estates No. 2
Landscaping in the park strip located along the North right of way of Pecan Avenue was included as a condition of approval of plans for the Orchard Estates Subdivision. Therefore, it is incumbent upon all property owners within the boundaries of Orchard Estates Subdivision and Orchard Estates Subdivision No. 2 to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 66 single family residential lots within Orchard Estates Subdivision and Orchard Estates Subdivision No. 2, and the 2 other residential lots within Zone 9, for a total of 68 units of assessment.

ZONE 10 A – Venturi Subdivision
The landscape park strip along the north side of Sunset Avenue from Shannon Avenue to 630 feet to the east line of the subdivision and the park strip along the east side of Shannon Avenue, located between 248 feet and 428 feet (180) north of Sunset Avenue, was included as a condition of approval of the plans for the Venturi Subdivision. The entry gate to the subdivision has 180 square feet of landscaping. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment for each of the 13 lots within the Venturi Subdivision.

ZONE 10B – Pebble Beach, Phase I & II
A condition of approval for Pebble Beach Estates Ph II was maintenance of the west park strip along Schnoor Avenue, North and South of Riverview Drive, through the creation of Zone 10B. There are 39 single-family residential lots in Pebble Beach Estates, Phase II within Zone 10B.

Eight (8) single-family residential lots within Pebble Beach Estates, Phase I are included in Zone 10 B for the maintenance of landscaping along the north right-of-way of Sunset Avenue, just West of Shannon Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 47 single-family residential lots within Pebble Beach Estates, Phase I and Phase II.

ZONE 10C – Pebble Beach, Phase III & IV
A condition of approval of Pebble Beach Estates Phases III and IV was maintenance of the West park strip along Schnoor Avenue, North and South of Riverview Drive. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Therefore it is incumbent upon the property owners within the boundaries to account for their share of the costs to maintain the landscaped areas.

There are 21 single-family residential lots within Pebble Beach Estates Phase III and 29 single-family residential lots within Pebble Beach Estates Phase IV. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 50 residential lots within Pebble Beach Estates Phases III and IV.

ZONE 10D – Pebble Beach, Phase V
Maintenance of the landscape planter strip along the west side of Schnoor Avenue between 90 feet South and 360 feet North of University Avenue was a condition of map approval of the Pebble Beach Estates Phase V subdivision. There are 27 single-family residential lots within Pebble Beach Estates Phase V. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 27 residential lots within Pebble Beach Estates Phase V.

ZONE 10E – Pebble Beach, Phase VI
A condition of approval of Pebble Beach Estates, Phase VI was the maintenance of landscaping of several park strips, located:

1. Along the west side of North Schnoor Avenue between a point located 250 feet south of University Avenue, to a point located 800 feet north of University; and,

2. Along the north side of Sunset Avenue from Shannon Drive to Mainberry Drive.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped median and park strip. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 22 residential lots within Pebble Beach Estates Phase VI.

ZONE 10 F – Pebble Beach, Phase VII
A condition of approval of Pebble Beach Estates, Phase VII was a requirement to maintain landscaping in park strips located on the west side of North Schnoor Avenue and along the north side of West Sunset Avenue adjacent to the Pebble Beach Phase I subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strips. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 41 residential lots within Pebble Beach Estates, Phase VII.

ZONE 10G – Pebble Beach Estates Phase VIII
A condition of approval of Pebble Beach Estates, Phase VIII was the maintenance of landscaping of two park strips:

1. Along the west side of N. Schnoor Avenue; and
2. Along the north side of W. Sunset Avenue all adjacent to Pebble Beach Phase I.

It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 46 residential lots within Pebble Beach Estates Phase VIII.

ZONE 10 H – Pebble Beach, Phase IX
A condition of approval of Pebble Beach Estates, Phase IX was a requirement to maintain landscaping and irrigation, including trees along the park strip on the west side of North Schnoor Avenue and the landscaping and irrigation, including trees along the park strip on the north side of West Sunset Avenue all adjacent to the Pebble Beach Subdivision. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip. Therefore, it is incumbent upon the property owners within the boundaries to account for their fair share of the costs to maintain the landscaped areas.

There are fifty-three (53) single-family residential lots within Pebble Beach Estates, Phase IX within Zone 10H. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within Pebble Beach Estates, Phase IX.

ZONE 10 I – Pebble Beach, Phase X
A condition of approval Pebble Beach, Phase X, was the requirement for landscaping and irrigation, including trees, along the park strip on the west side of N. Schnoor Avenue, and the landscaping and irrigation, including trees along the park strip on the north side of W. Sunset Avenue all adjacent to the Pebble Beach Estates Phase X Subdivision.

There are twenty-one (21) single-family residential lots and 1 multi-family lot within Pebble Beach Estates Phase X within Zone 10I. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each residential lot within the Pebble Beach Estates Subdivision Phase X.

ZONE 12 – French Cove Phase I & II
A condition of approval of plans for French Cove Phase I and Phase II, included the following landscaped areas:

1. The planter strip on the West side of Westberry Blvd. from 107 feet South of Double Tree Way to the South right of way line of Riverview Drive;

2. The median island in Doubletree Avenue between Summer Set Lane and Westberry Blvd;

3. The median island in Tragon Street between Tragon Way and Summer Set Lane;

4. The planter strip on the North side of Riverview Drive between Summer Set Lane and Westberry Blvd.; and,

5. One-half of the median islands on Westberry Blvd. along the entire east boundary of the subdivision.

The landscaped park strips and the local street medians, provide a zone of benefit to all parcels within the two subdivisions. Therefore, one hundred percent of the maintenance costs for areas 1, 2, 3, 4, and 5 noted above, will be equally shared by the single-family lots within French Cove Phases I and II. The landscaped median in Westberry Blvd. however, provides a zone of benefit to the City at large. Therefore, the maintenance costs for this median island will be equally shared between the City and all single-family lots within the two subdivisions. There are 33 single-family residential lots in French Cove Phase I and 46 single-family residential lots in French Cove Phase II, for a total of 79 unit assessments.

ZONE 13 – Las Palmas Estates, Phases I, II, III & IV
A condition of approval of Las Palmas Subdivision Phases I, II, III and IV, was maintenance of the park strip located on the South side of Olive Avenue along the frontage of Phase I and the median island landscaping located in Varbella Park between Varbella Way and La Perla Way. It is therefore incumbent upon the property owners within the boundaries of Las Palmas Subdivision Phases I, II, III and IV to account for their fair share of the costs to maintain the landscaped areas.

There are 22 lots in Phase I, 26 lots in Phase II, 9 lots in Phase III, and, 11 lots in Phase IV, all within Zone 13. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 68 residential lots within Las Palmas Estates Subdivision.

ZONE 14 – Capistrano, Phases I & II
Landscaping along the north side of Almond Avenue along the frontage of Capistrano Subdivision Phase I, and the east side of Stadium Road along the frontages of said Phase I and Capistrano Subdivision Phase II, was required as a condition of approval of the plans for said Phases I and II. Therefore, it is incumbent upon all property owners within the boundaries of the Capistrano Subdivisions, to account for their fair share of costs to maintain the landscaped areas.

There are 115 single-family residential lots in Zone 14. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each residential lot within the Capistrano Subdivisions.

ZONE 15 – Clinton/Elm Ranchos, Phase I
Landscaping of the planter strip along the southeast side of Clinton Avenue, for the full frontage of the Clinton-Elm Ranchos Subdivision, from Fig Avenue to Elm Avenue, was required by the conditions of approval of the plans. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 19 single-family residential lots within the Clinton/Elm Ranchos Subdivision in Zone 15. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within Clinton/Elm Ranchos Subdivision.

ZONE 15B – Clinton/Elm Ranchos, Phase II
Maintenance of the landscaped planter strip along the southeast side of Clinton Avenue from Fig Avenue to Elm Avenue was required by the conditions of approval of the plans for the Clinton/Elm Ranchos Subdivision Phase II. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas.

There are 10 single-family residential lots within the Clinton/Elm Ranchos Subdivision Phase II, in Zone 15B. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each residential lot within said Phase II.

ZONE 15C – Clinton/Elm Ranchos, Phase III
A condition of approval of plans for Clinton/Elm Ranchos Phase III was maintenance of the landscaped planter strip along the southeasterly side of Clinton Avenue from Fig Avenue to Elm Avenue. It is incumbent upon the property owners within the boundaries of the subdivision to account for their fair share of the costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 11 residential lots within Clinton/Elm Ranchos, Phase III.

ZONE 16 – Sugar Pine Estates
Conditions of approval of the Sugar Pine Estates subdivision required landscaping of the following areas:

1. Outlots “A” and “B” along the southwesterly side of Lilly Street between the Main Canal No. 1 and Sawmill Street;

2. Planter strip on the southwest side of Lilly Street adjacent to lots 1 through 4 inclusive, of said subdivision, a distance of approximately 214 feet; and,

3. Planter strip on the northeasterly side of Adelaide Street, adjacent to lots 5 through 8 inclusive and adjacent to lot 9, a distance of about 240 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped outlots and the planter strips. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 24 residential lots and Outlot "C" within Sugar Pine Estates.

ZONE 17A – Capistrano X, Phases I & II & TUSCAN VILLAGE

A condition of approval of plans for Tuscan Village, required landscaped areas and an irrigation system in the park strip located along the west side of North Westberry Boulevard north of Ren way, adjacent to the east side said subdivision, a distance of 250 lineal feet. The above landscaping completes the park strip to be included in Zone of Benefit 17A.

A condition of map approval for Capistrano X, Phases I & II, required landscaped areas at the locations noted below.

1. median island and the park strip along the west side of Westberry Boulevard between a point located approximately 123 feet south of the centerline of Ren Way to a point located approximately 247 feet north of said centerline;

2. median island and park strip along the west side of Westberry Boulevard between a point located approximately 145 feet south of the centerline of Westgate Drive to a point located approximately 247 feet north of said centerline; and,

3. "Outlot A" along the east side of Kent Drive, an area 15 feet wide and 300 feet long, more or less.

There are 40 single-family residential lots in Phase I and 33 single-family residential lots in Phase II. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 73 residential lots within Capistrano X Phases I and II; and, the 25 lots in Tuscan Village derive a benefit from the landscaped median island in point located approximately 123 feet south of the centerline of Ren Way and a point located approximately 247 feet north of the centerline of Westgate Drive. Therefore, one-hundred percent of the maintenance costs for the above identified park strip and 50% of the maintenance costs of the above identified median island will be assessed against 98 lots now existing within Zone 17A.

ZONE 17B – Capistrano X Phase III

One of the conditions for approval of plans for the Capistrano X, Phase III, was maintenance of the landscaped park strip along the east side of Westberry Blvd and, the median island in Westberry Blvd., along a distance of about 530 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 32 single-family residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 32 residential lots within Capistrano X Phase III.

ZONE 17C – Capistrano X Phase IV

One of the conditions for approval of plans for the Capistrano X, Phase IV, was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd. along a distance of about 526 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 35 single-family residential lots in Capistrano X, Phase IV. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 35 residential lots within Capistrano X, Phase IV.

ZONE 17D – Capistrano XI Phase I
One of the conditions for approval of plans for the Capistrano XI Phase I was maintenance of the landscaped park strip along the east side of Westberry Blvd., and the median island in Westberry Blvd., improvements which exist along the west boundary of the Capistrano X, Phase III, subdivision, and measure about 530 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas.

The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all 45 single-family residential lots in Capistrano XI Phase I. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 45 residential lots within Capistrano XI, Phase I.

ZONE 18 – Lincoln Place, Phase I, II & III
Conditions for approval of plans for Lincoln Place, Phase I, II, and III was maintenance of landscaped areas noted below:

1. Park strip along the west side of Westberry Blvd. and the median island in Westberry Blvd. between the north boundary of Phase II and the south boundary of Phase I, a distance of about 600 feet; and,

2. Park strip along the north side of Sunset Avenue between Liberty Lane and Westberry Blvd. a distance of about 580 feet; and,

3. Lot 55 (Outlot "A") of Lincoln Place Phase I.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. The park strip will be assessed at 100% and the median island will be assessed at 50% of the maintenance costs against all residential lots in the subdivision. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 54 residential lots within Lincoln Place I, II & III.

ZONE 20A – La Jolla Estates Phase 1 and Bellava-Berk Homes
Landscaping of certain areas was a condition of approval for the La Jolla Estates Phase 1 and Bellava-Berk Homes. Landscape areas are located on the east side of Merced Street, adjacent to lot 17, measuring about 110 lineal feet of park strip within La Jolla Estates. Property frontage north of Adell Street, along Merced Street; approximately 20 feet of landscaping south of Adell Street, along the Merced Street property frontage; and approximately 60 feet of landscaping west of Merced Street, along the Adell Street property frontage within the Bella-Berk Homes. It is therefore incumbent upon all property owners within the boundaries to account for their fair share of costs to maintain the landscaped area.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 17 single-family residential lots within La Jolla Estates Phase 1 and 14 lots of Bellava-Berk Homes.

ZONE 20B – La Jolla Estates Phase 2
One of the conditions for approval of plans for La Jolla Estates Phase 2 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lots 22 and 23, measuring about 270 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one

unit of assessment per each of the 31 single-family residential lots within La Jolla Estates Phase 2.

ZONE 20C – La Jolla Estates Phase 3
One of the conditions for approval of plans for La Jolla Estates Phase 3 was maintenance of the landscaped park strip on the east side of Merced Street, adjacent to lot 64, measuring about 100 lineal feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 16 single-family residential lots within La Jolla Estates Phase 3.

ZONE 21A – Home Ranch Phase I
A condition of approval for Home Ranch Phase I was the maintenance of several landscaped areas:

1. the park strip along the south side of W. Cleveland and the median island in W. Cleveland from Westberry Boulevard to Glade Avenue;
2. the park strip on the east ad west sides of Westberry Blvd. And ½ of the median island in Westberry Blvd. From W. Cleveland to a point located 430 feet south, thereof; and,
3. the full median island in Westberry Blvd. Between a point located 430 feet south of W. Cleveland and a point located 1,143 feet south of W. Cleveland.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 41 residential lots within Home Ranch Phase I.

ZONE 21B – Home Ranch Phase II
A condition of approval of the plans for Home Ranch Phase II was maintenance of the park strip along the east side of Westberry Blvd. And the median island in Westberry Blvd. Between a point located about 150 feet south of the centerline of West Fairway Avenue to a point located about 400 feet north of said centerline.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 72 residential lots within Home Ranch Phase II. Of these lots three (3) are assessed an addition 1/3 due to lot line adjustments and five (5) are assessed double for merged lots.

ZONE 21C - Home Ranch Phase III
A condition of approval of plans for Home Ranch Phase III, required landscape plants and an irrigation system in two park strips located on the east side and the west side of North Westberry Boulevard between the alignment of Hampton Drive to a point located approximately 535 feet north of the center line of Fairfield Way, also described as the west boundary of Home Ranch Phase III, a distance of about 1,215 lineal feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the original 86 single-family lots within Home Ranch Phase III.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the original 86 residential lots in Home Ranch Phase III, for a total of 86 unit assessments for residential property.

ZONE 21D – Home Ranch Phase IV and Melanie Meadows Phase I, II, and III, and Rancho Santa Fe

A condition of approval of Home Ranch Phase IV was the requirement of landscaping in the areas described below:

1. The park strip along the south side of W. Cleveland Avenue between N. Westberry Avenue and the west boundary of Home Ranch Phase IV, a distance of about 425 feet, more or less; and,

2. The park strip along the west side of Westberry Blvd. and the median island in N. Westberry Blvd., between W. Cleveland and W. Fairway Avenue, a distance of about 1,2000 feet, more or less.

A condition of approval of Rancho Santa Fe was the requirement of landscaping in the areas described below:

1. The park strip along the south side of W. Cleveland Avenue adjacent to the subdivision limits resulting in an approximate distance of 4,087 square feet of landscape area,

2. The landscaping area within the median constructed on W. Cleveland Avenue adjacent to the subdivision limits

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 54 residential lots within Home Ranch Phase IV Subdivision, 54 lots of Melanie Meadows Phase I subdivision, 118 lots of Melanie Meadows Subdivision Phase II and III, and 182 lots of Rancho Santa Fe, for a total of 408 lots in zone 21D.

ZONE 23 – Elm Estates II

A condition of approval of the plans for Elm Estates II was maintenance of the park strip along the southeasterly side of Clinton Avenue adjacent to lot 1 of the subdivision, a distance of about 120 feet. It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped area. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 9 residential lots within Elm Estates II.

ZONE 24 – Vista del Sierra

A condition of approval was the requirement for landscaping and irrigation, including trees, along the park strip on the north side of Sunrise Avenue and frontage road island located along the west side of Lilly Avenue, and the temporary stormwater retention basin, all adjacent to the Vista del Sierra Subdivision frontage. Assessments for maintenance for the above improvements have been spread upon one unit of assessment per each of the forty-nine (49) lots (forty-eight residential lots and a temporary basin lot which has been determined to be equivalent to a single-family residential lot.) within the Vista del Sierra subdivision and the temporary basin lot.

ZONE 25C – Cottonwood Estates Phase III

A condition of approval of the tentative map for Cottonwood Estates Phase III, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive Constructed by Cottonwood Estates Phase I, between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 42 lots within the Cottonwood Estates Phase III Subdivision.

ZONE 25D – Cottonwood Estates Phase IV

A condition of approval of the tentative map for Cottonwood Estates Phase 4, required participation in the maintenance of landscaping and irrigation systems located in three (3) park strips along the west side of N. Granada Drive constructed by Cottonwood Estates Phase I,

between a point located approximately 290 feet south of the centerline of West Cleveland Avenue to a point located approximately 2,109 feet south said Cleveland Avenue, a distance of approximately, 1,817 lineal feet. Three phases of Cottonwood Estates have been approved to date, with identical requirements, to maintain the above described park strip along Granada Avenue.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 39 residential lots within the Cottonwood Estates Phase 4 Subdivision.

ZONE 26 – Cordova Estates Phase I & II
A condition of approval of Cordova Estates Phase I & II was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 50 residential lots in Cordova Estates Phase I, and the 28 residential lots in Cordova Estates Phase II, for a total of 78 lots in Zone 26.

ZONE 26B – Cordova Estates Phase III
A condition of approval of Cordova Estates Phase III was the requirement for landscaping and irrigation, including trees along the park strip on the west side of Raymond Road between the north and south boundary of the subdivision, and one-half of the landscaping and irrigation, including trees along the future median island in Raymond road between the north and south boundary of the subdivisions Cordova Estates Phases I, II and IV. All parcels within the subdivision are specifically benefited by the maintenance of the landscaped parkstrip.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the sixty-one (61) single-family residential lots within Cordova Estates, Phase III, within Zone 26B.

ZONE 26C – Cordova Estates Phase IV
A condition of approval of Cordova Estates Phase IV was the requirement for landscaping the park strip along the westerly side of Raymond Road from a point located about 135 feet south of the centerline of Laguna Way to a point located about 450 feet north of the centerline of Laguna Way.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance of the above improvements have been spread based on one unit of assessment per each of the 52 residential lots within Cordova Estates Phase IV.

ZONE 26D – Oakwood Estates
A condition of approval of plans for Oakwood Estates, required participation in the maintenance of landscape plants and an irrigation system in the park strip located on the west side of North Raymond Road along the east boundary of the final subdivision maps for Cordova Estates Phase I and II, Map 03-S-02, and, Cordova Estates Phase IV, map 04-S-03, a distance of approximately 1,485 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within Oakwood Estates, the residential lots in said

Cordova Estates Phases I, II, IV, and, Cordova Estates Phase III, located west of Cordova Estates Phase IV.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 23 residential lots in Oakwood Estates for a total of 23 unit assessments for residential property.

ZONE 27 – Vineyard West I
A condition of approval of Vineyards West Phase I was the requirement for landscaping park strips on the north side of Sunset Avenue, between Caitlan Drive and Via Cerioni, a distance of about 400 feet, more or less, and between Via Cerioni and a point located 140 feet east of Via Cerioni.

It is therefore incumbent upon all property owners within the boundaries of the subdivision to account for their fair share of costs to maintain the landscaped areas. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots and lot No. 47 which is well site No. 32, owned by the City, within the Vineyards West Phase I Subdivision.

ZONE 27B – Vineyards West Phase II
A condition of approval of Vineyards West Phase II was the requirement for landscaping the park strip on the north side of Sunset Avenue and Riverside Drive between the east and west boundary of the Subdivision, all adjacent to the Vineyards West Phase II subdivision. There are 44 single-family residential lots within Vineyards West Phase II subdivision. Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 44 residential lots within the Vineyards West Phase II Subdivision.

ZONE 28 – Capistrano XII & XIV
A condition of approval of Capistrano Phase XII was the requirement for landscaping three (3) park strips on the south side of Howard Road from a point located 130 feet east of St Tropez Drive, to a point located about 130 feet west of Makenna Drive a distance of approximately 657 lineal feet.

Several park strips located along the Westside of South Granada Drive from a point located 342 feet north of Plumas Avenue to a point 125 feet south of Industrial Avenue, a distance of approximately 1210 lineal feet.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 86 residential lots within Capistrano Phase XII and 60 residential lots within Capistrano Phase XIV.

ZONE 28B – Capistrano XIII
Landscaping of the park strip located along the west right of way of Granada Drive starting at a point located 110 feet south of Desert Ranch Way to Plumas Street along a distance of 570 feet was a condition of approval of the Tentative Map for Capistrano XIII subdivision.

There are 42 single-family residential lots within Capistrano XIII subdivision. Assessments for maintenance of the above improvements have been spread based upon unit of assessment per each residential lot.

ZONE 29 – Chateau at the Vineyards, Phase I/ La Spezia II and III
A condition of approval of Chateau at the Vineyards Phase I and La Spezia I and II was the requirement for landscaping and irrigation, including trees in the areas below:

1. along West Almond Avenue, Stadium Road, and Gary Lane, all adjacent to the Chateau at the Vineyards Subdivision frontage
2. frontage along Almond Avenue, Stadium Road and Crown Terrace of La Spezia II and frontage along Stadium Road for La Spezia III.

Assessments for the above improvements have been spread based upon one unit of assessment per each of the seventy (70) single-family residential lots within the Chateau at the Vineyards Subdivision and a “Not a Part” (NAP) lot which has been determined to be equivalent to twenty-four (24) single-family residential lots. As well as 87 lots for La Spezia II and 28 for La Spezia III.

ZONE 29C – Chateau at the Vineyards, Phase III
A condition of approval of plans for Chateau at the Vineyards was participation in the maintenance of irrigated landscaped areas constructed by Chateau at the Vineyards phase I, including:

1. Two park strips along the south side of West Almond Avenue between South Stadium Road and a point located approximately 1,150 feet east of Stadium Road; and,
2. Two park strips along the east side of South Stadium Road between West Almond Avenue and a point located approximately 734 feet south of Almond Avenue.

Chateau at the Vineyards, Phase III was also required to install an irrigation system and landscaping park strip along the south side of West Almond Avenue between Monterey Avenue and a point located approximately 80 feet west of Monterey Avenue.

The landscaped park strips provide a zone of benefit to all of the 19 parcels within the Chateau at the Vineyards, Phase III. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared between the four (4) phases identified in the tentative map for the Chateau at the Vineyards subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 19 residential lots in Chateau at the Vineyards.

ZONE 29D – Chateau at the Vineyards, Phase IV
A condition of approval of Chateau at the Vineyards Phase IV Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements installed in conjunction with all Chateau at the Vineyards phases:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue between Stadium Road and Monterey Street, running approximately 1,275 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the east side of Stadium Road, running approximately 1,275 feet between Almond Avenue and Gary Lane adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 1,275 feet between Stadium Road and Monterey Street adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 35 residential lots planned for Chateau at the Vineyards Phase IV.

ZONE 29E – Chateau at the Vineyards East
A condition of approval of Chateau at the Vineyards East Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of Almond Avenue, between Stadium Road and Monterey Street and on the east side of Stadium Road between Almond Avenue and the future Gary Lane, adjacent to the subdivision Tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 24 residential lots within the Chateau at the Vineyards East subdivision.

ZONE 30 – Yosemite Estates
A condition of approval of Yosemite Estates was the requirement for landscaping the park strip on the north side of Almond Avenue from Monterey Avenue to a point located about 195 feet west of Monterey Avenue. There are thirty (30) single-family residential lots with the Yosemite Estates subdivision. Assessments for Maintenance for the above improvements have been spread based upon one unit of assessment per each of the thirty (30) residential lots within the Yosemite Estates Subdivision.

ZONE 31A – Highlands at Rancho Valencia Phase I
A condition of approval of the Tentative Map for Highlands at Rancho Valencia was a requirement for extensive landscaping with irrigation systems along park strips, within several mini-parks, within two traffic circles, and one median island in Sanders Avenue. The park strips are located on the south side of Pecan Roan and on the east side of Raymond Thomas Street. The total costs to maintain the landscape improvements will be shared equally between the 346 residential lots included in the tentative map for the Highlands at Rancho Valencia.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 94 residential lots included within the Highlands at Rancho Valencia Phase I subdivision.

ZONE 31B – Highlands at Rancho Valencia Phase II
A condition of approval of Highlands at Rancho Valencia Phase II was the requirement to participate in the maintenance of shrubs, trees, groundcover, and irrigation systems in the following locations:

1. The park strip located along the east side of Raymond Thomas Road between Parkwood Avenue and Hazel Avenue, along the west side of the subdivision;
2. The park strips, landscaped outlots, and traffic circles located in the South Valencia Avenue from the north boundary of the subdivision near Parkwood Avenue, to Georgia Avenue;
3. Outlots “F”, “H”, and “K”.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 247 residential lots within the Highlands at Rancho Valencia Phase II subdivision.

ZONE 32A – La Jolla North Phase I
A condition of approval of plans for La Jolla North subdivision Phase I, required landscape plants and an irrigation system in two park strips located on:

1. The east side of Merced Street between East Carmen and East Ellis Street, and
2. The south side of Ellis Street adjacent to lots 32 through 46 of Phase I, inclusive, a distance of about 1,000 feet.

The landscaped park strips provide a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above-identified park strips will be equally shared by the single-family lots within La Jolla North subdivision Phase I.

Assessments for maintenance of the above improvements have been spread based upon one unit of the assessment per each of the 46 residential lots in La Jolla North subdivision Phase I, for a total of 46 unit assessments for residential property.

ZONE 32B – La Jolla North Phase II
A condition of approval of plans for La Jolla North subdivision Phase II, required landscape plants and irrigation system in the park strip located on the south side of East Ellis Street adjacent to lost 47 through 61 of Phase II, inclusive, a distance of about 1,000 feet.

The landscaped park strip provides a zone of benefit to all parcels within the subdivision. Therefore, one hundred percent of the maintenance costs for the above identified park strip will be equally shared by the single-family lots within the La Jolla North subdivision Phase II.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 47 residential lots in La Jolla North Subdivision Phase II, for a total of 47 unit assessment for residential property.

ZONE 33 – South Star Estates
A condition of approval of plans for South Star Estates was maintenance of plants and the irrigation system for two park strips located:

1. The north side of Pecan Avenue (Avenue 13) located between Hickory Avenue and Barnett Avenue, a distance of about 930 feet; and,
2. The west side of Barnett Street between Pecan Avenue and a point located about 120 feet north of the center line of Macadamia Avenue, a distance of approximately 610 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped areas. Assessment for maintenance of the above landscaped areas has been spread based upon one unit of assessment per each of the 61 family residential lots within South Star Estates.

ZONE 34 – Kennedy Estates Phase I & II
A Condition of approval of plans for the tentative map of Kennedy Estates, required landscape plants and an irrigation system in the park strips located:

1. along the west side of North Chapin Avenue from Kennedy Avenue, to a point located about 860 lineal feet north of Kennedy Avenue; and
2. along the north side of Kennedy Avenue from the westerly boundary of the Kennedy Estates to Chapin Avenue, a distance of about 1,025 lineal feet.

The landscaped park strip provides a zone of benefit to all of the 101 parcels within the Phase I & II of Kennedy Estates. Therefore, one hundred percent of the maintenance costs for the above identified park strips will be equally shared by the 101 single-family lots within the subdivision.

Assessments for maintenance of the above improvements have been spread based upon one unit of assessment per each of the 101 residential lots in Kennedy Estates Phase I & II, for a total of 101 unit assessments for residential property.

ZONE 34B – Kennedy Estates Phase 3
A condition of approval of Kennedy Estates Phase 3 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of the Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 52 residential lots within the Kennedy Estates Phase 3 Subdivision.

ZONE 34C – Kennedy Estates Phase 4
A condition of approval of Kennedy Estates Phase 4 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. along the west side of North Chapin Avenue from Ellis Street, to a point located about 860 lineal feet south of Ellis Street; and
2. along the south side of Ellis Street from the westerly boundary of Kennedy Estates Phase 3 Subdivision to Chapin Avenue, a distance of about 1,025 lineal feet

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 51 residential lots within the Kennedy Estates Phase 4 Subdivision.

ZONE 35 – Santa Barbara Estates
A condition of approval of Santa Barbara Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the north side of Howard Road, running 660 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 90 residential lots within the Santa Barbara Estates Subdivision.

ZONE 36A – Mariposa Estates
A condition of approval of Mariposa Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 140 residential lots within the Mariposa Estates Subdivision.

ZONE 36B – Mariposa Estates Phase II
Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 558 feet west starting from Tozer Street and ending at the east side of Mariposa Street, then starting the west side of Mariposa Street continuing west along the north side of east Olive Avenue 550 feet and ending at Knox Street.

Landscaping and irrigation, including trees along the park strip on the west side of Tozer Street 507 feet north starting at East Olive Avenue and ending at the south side of Trail Way, then starting at the north side of Trail Way continuing north along the west side of Tozer Street 594 feet and ending at A Street.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Mariposa Estates, Phase II totals 10 lots equaling 10 units.

ZONE 36C – Olive Estates
A condition of approval of Olive Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the north side of East Olive Avenue 590 feet west starting at Knox Street and ending at the westerly subdivision boundary.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 46 residential lots within the Olive Estates Subdivision.

Zone 37 – Almond Tree Estates
A condition of approval of Almond Tree Estates was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Landscaping and irrigation, including trees along the park strip on the South side of West Almond Avenue, along the frontage of the subdivision, approximately 660 feet.

All parcels within the subdivision are specifically benefited by the maintenance of the landscaped park strip. Almond Tree Estates totals 100 lots equaling 100 units.

ZONE 39 – Carmel Homes III and Varbella
A condition of approval of Carmel Homes III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the East side of Stadium Road, running 620 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the South side of Pecan Ave, running 310 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation on the Median on Pecan Ave, running 220 feet adjacent to the subdivision tract.

A condition of approval of Varbella Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the South side of Gary Lane, running approximately 1,000 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the East side of Stadium Road, running approximately 525 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation on the Median on Pecan Ave, running 220 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 82 residential lots within the Carmel Homes III Subdivision and 79 residential lots in the Varbella Subdivision.

ZONE 40 – Tierra Vista Estates
A condition of approval of Tierra Vista Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Gary Lane, running approximately 780 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Emily Lane, running approximately 240 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 78 residential lots within the Tierra Vista Estates Subdivision.

ZONE 41 – Pond Place Estates
A condition of approval of Pond Place Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from the northern boundary of the subdivision, heading south approximately 140 feet, and ending at El Monte Avenue.

Landscaping and irrigation, including trees, on the frontage road island on the west side of Stadium Road starting from El Monte Avenue, heading south approximately 320 feet, and ending at Gamay Avenue.

Landscaping and irrigation, including trees, along the park strip on the west side of Stadium Road starting from Gamay Avenue, heading south approximately 120 feet, and ending at the southern boundary of the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 29 residential lots within the Pond Place Estates Subdivision.

ZONE 43A – Orchard Point Estates Phase I & II, Brawley Subdivision
A condition of approval of Orchard Pointe Estates Phase I & II Subdivision and the Brawley Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street 2290 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees groundcover and irrigation system in the median island of Tozer Street,, running approximately 1960 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Knox Street, running approximately 980 feet adjacent to the subdivision tract on the east side of the street.
4. Installation of shrubs, trees, groundcover and irrigation system on Knox Street, running approximately 2790 feet adjacent to the subdivision tract on the west side of the of the street.
5. Installation of shrubs, trees, groundcover and irrigation system on Nectarine Street, running approximately 500 feet adjacent to the subdivision tract on the south side of the street and 140 feet on the north street.
6. 14,540 square feet of landscape and hardscape material and playground equipment.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessments per each of the 306 residential lots, and an appropriate pro-rated share based on lot area for two (2) commercial lots, included in the tentative map for Orchard Pointe Phases I & II and for the Brawley Subdivision.

ZONE 43C – El Coronado Estates
A condition of approval of El Coronado Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system within the median of Tozer Street running approximately 1,680 feet between East Olive Avenue and the southern edge of subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the west side of Tozer Street, running approximately 1,000 feet adjacent to the subdivision tract.
3. Installation of shrubs, trees, groundcover and irrigation system within the median of East Olive Avenue running approximately 1,270 feet between Tozer Street and Knox Street.
4. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue running approximately 870 feet adjacent to the subdivision tract.
5. Installation of shrubs, trees, groundcover and irrigation system on the east side of Knox Street running approximately 900 feet adjacent to the subdivision tract.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 206 residential lots within the El Coronado Estates Subdivision.

ZONE 43D – Almond Village Estates
A condition of approval of Almond Village Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Olive Avenue, running 615 feet adjacent to the subdivision tract.

2. Installation of shrubs, trees, groundcover, and irrigation system in the median island of East Olive Avenue, beginning at the west limits of the subdivision tract and running approximately 235 feet adjacent to the subdivision tract.

3. Installation of shrubs, trees, groundcover and irrigation system on the west side of Knox Road, running 1,060 feet adjacent to the subdivision tract between East Olive Avenue and Los Arcos Lane.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 104 residential lots within the Almond Village Estates Subdivision.

ZONE 43E – Taylor Estates
A condition of approval of Taylor Estates Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, groundcover and irrigation system on the south side of Olive Avenue running approximately 430 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system in the median island of Olive Avenue, running approximately 430 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 20 residential lots included in the tentative map

ZONE 44 – Sierra Vista Estates Phase III
A condition of approval of Sierra Vista Estates Phase III was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation on the east side of Don Miguel Street, running 410 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation on the north side of Olive Ave, running 130 feet adjacent to the subdivision tract

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 9 residential lots within the Sierra Vista Estates III Subdivision.

ZONE 45A – Sienna Estates Phase 1
A condition of approval of Sienna Estates Phase 1 Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the south side of East Yosemite Avenue, running approximately 1,050 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the north side of Storey Road, running approximately 850 feet adjacent to the subdivision tract.
3. Installation of shrubs, groundcover and irrigation system on Emerald Way, running approximately 110 feet within the subdivision tract on the both sides of the street.
4. Installation of shrubs, groundcover and irrigation system on Crimson Way, running approximately 110 feet within the subdivision tract on the both sides of the street.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 138 residential lots planned for Sienna Estates in Phases 1 and 2.

ZONE 46 – Capistrano XVII

A condition of approval of the Capistrano XVII Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for South Granada Drive, Almond Avenue and Outlot A of the Final Map. Specific limits and improvements within street frontages are identified as follows:

1. Installation of shrubs, trees, groundcover and irrigation system on the West side South Granada Drive, running approximately 1,285 feet adjacent to the subdivision tract.
2. Installation of shrubs, trees, groundcover and irrigation system on the South side of West Almond Avenue, running approximately 640 feet adjacent to the subdivision tract.

Assessments for maintenance of the landscape improvements have been spread based upon one unit of assessment per each of the 102 residential lots included in the tentative map for Capistrano XVII.

ZONE 50 – Sugar Pine Village

A condition of approval of Sugar Pine Village Subdivision was the requirement to participate in the maintenance of landscaping and the irrigation system for the following improvements:

1. Installation of shrubs, trees, groundcover and irrigation system on the north side of Clinton Street, running approximately 240 feet in length, adjacent to the subdivision.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per each of the 25 residential lots within the Sugar Pine Village Subdivision.

ZONE 51 – Red Rock Retail Center, et al

All landscaping associated with previously approved developments as depicted in their respective landscape improvement plans on file in the City of Madera Engineering Department and as referenced below:

All landscaping associated with previously approved developments as depicted in their respective landscape improvement plans on file in the City of Madera Engineering Department and as referenced below:

- Redrock Retail Center
- Will Gill Industrial Subdivision (Median Island Improvements Constructed under City Contract on Pine and Pecan Avenues)
- Old Mervyns Building 29
- Tractor Supply
- Capistrano 16 Subdivision
- Love’s Travel Center
- Riverwalk Subdivision
- Veteran’s Housing
- Burger King, Madera Ave
- Madera County Public Health
- Starbucks, Bethard Square
- Nassar Medical
- Hammel Medical Office, E. Almond Ave
- Crown Tozer Subdivision
- Lake & Adell Subdivision
- Boston Motors
- The Tint Shop

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per square foot of land for each of the 39 commercial lots and 270 residential lots.

Assessments for maintenance for the above improvements have been spread based upon one unit of assessment per square foot of land for each of the 39 commercial lots and 268 residential lots.

INCIDENTAL COSTS

Assessments for the Administrative, Legal, Mailing, and Processing Fees for each lot or parcel are spread in the same manner as the maintenance costs for the zone in which it is located.

Exhibit 'C'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: **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**

2024-2025 ASSESSMENT

COSTS PER ZONE / ASSESSMENT ROLLS

CITY OF MADERA

ZONE 1

2024-25

1.	BEGINNING FUND BALANCE			$	421.09
2.	LANDSCAPE MAINTENANCE COSTS	$	5,995.39		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	361.05		
	b. ENGINEERING ADMINISTRATION	$	185.42		
	c. LEGAL ADMINISTRATION	$	39.57		
	d. FINANCE ADMINISTRATION	$	27.51		
	e. TREE TRIMMING	$	338.00		
	f. GAS & UTILITIES	$	325.47		
	g. EQUIPMENT	g.	338.46		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	62.09		
	i. MADERA COUNTY PROCESSING FEES	$	51.92		
			TOTAL COSTS:	$	7,724.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,253.80)
5.	TOTAL ASSESSMENT			$	6,050.00
6.	AVERAGE ASSESSMENT PER PARCEL				102.54

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 1 - AIRPORT BUSINESS PARK

TOTAL ASSESSMENT:
$6,050.00

Assessment Number	Assessor's Parcel Number	Assessment
1	**013-010-031-000**	**$76.69**
2	013-010-095-000	$1,447.20
3	013-010-096-000	$686.53
4	013-012-019-000	$40.97
5	013-012-030-000	$13.46
6	**013-012-025-000**	**$165.19**
7	**013-012-008-000**	**$29.31**
8	013-012-009-000	$27.54
9	013-012-010-000	$67.94
10	013-012-013-000	$18.69
11	013-012-011-000	$38.05
12	013-012-012-000	$43.57
13	**013-012-017-000**	**$185.34**
14	013-012-018-000	$62.72
15	013-010-070-000	$208.24
16	013-012-007-000	$407.64
17	013-012-006-000	$42.12
18	013-012-005-000	$137.95
19	013-012-004-000	$89.32
20	013-012-036-000	$57.60
21	013-012-038-000	$36.60
22	013-012-039-000	$32.07
23	013-012-040-000	$37.48
24	013-012-041-000	$44.47
25	013-012-001-000	$20.24
26	013-012-002-000	$284.30
28	013-012-031-000	$19.72

Assessment Number	Assessor's Parcel Number	Assessment
39	013-012-022-000	$31.23
40	013-012-023-000	$36.59
41	013-012-024-000	$37.08
42	013-012-014-000	$13.70
43	013-012-015-000	$13.70
44	013-012-016-000	$13.69
45	013-012-026-000	$55.38
46	013-012-027-000	$30.60
47	013-012-028-000	$30.78
48	013-012-029-000	$19.79
49	013-011-005-000	$42.92
50	**013-011-011-000**	$34.62
51	013-011-004-000	$10.96
14	013-012-018-000	$0.00
15	013-010-070-000	$0.00
54	013-011-008-000	$8.36
55	**013-011-014-000**	$5.71
56	013-011-002-000	$6.41
57	**013-011-013-000**	$7.89
58	**013-011-012-000**	$52.44
59	013-050-006-000	$293.48
60	013-050-011-000	$47.02
	Total to County	$5,269.41
	Amount to be billed via A/R	$753.07

Assessment Number	Assessor's Parcel Number	Assessment
29	013-012-035-000	$4.72
30	013-010-054-000	$27.39
31	013-010-073-000	$457.16
32	**013-010-076-000**	**$58.24**
33	**013-010-075-000**	**$180.06**
34	**013-010-076-000**	**$58.24**
35	013-012-032-000	$19.72
36	013-012-033-000	$19.72
37	013-012-020-000	$40.63
38	013-012-021-000	$43.30

Assessment Number	Assessor's Parcel Number	Assessment

CITY OF MADERA

ZONE 2

2024-25

1.	BEGINNING FUND BALANCE			$	$24,498.98
2.	LANDSCAPE MAINTENANCE COSTS	$	32,493.32		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	712.31		
	b. ENGINEERING ADMINISTRATION	$	899.55		
	c. LEGAL ADMINISTRATION	$	191.95		
	d. FINANCE ADMINISTRATION	$	133.45		
	e. TREE TRIMMING	$	2,880.00		
	f. GAS & UTILITIES	$	2,524.44		
	g. EQUIPMENT	g.	1,689.30		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	120.53		
	i. MADERA COUNTY PROCESSING FEES	$	282.48		
			TOTAL COSTS:	$	41,927.35
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				14,554.50
5.	TOTAL ASSESSMENT			$	31,982.86
6.	AVERAGE ASSESSMENT PER PARCEL				99.64

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 2 - PHEASANT RUN/NORTHWEST ESTATES

TOTAL ASSESSMENT:
$31,982.86

Assessment Number	Assessor's Parcel Number	Assessment
1	013-070-012-000	$1,765.32
2	013-070-014-000	$541.62
3		
4	013-070-020-000	$748.50
5	013-070-023-000	$266.44
6	013-070-025-000	$3,177.08
7	013-070-026-000	$188.66
8	013-070-027-000	$156.00
9	013-070-028-000	$133.32
10	013-090-005-000	$35.32
11	013-090-006-000	$35.32
12	013-090-007-000	$35.32
13	013-090-008-000	$35.32
14	013-090-009-000	$35.32
15	013-090-010-000	$35.32
16	013-090-011-000	$35.32
17	013-090-012-000	$35.32
18	013-090-013-000	$35.32
19	013-090-014-000	$35.32
20	013-090-015-000	$35.32
21	013-090-016-000	$35.32
22	013-090-017-000	$35.32
23	013-090-018-000	$35.32
24	013-090-019-000	$35.32
25	013-090-020-000	$35.32
26	013-090-021-000	$35.32
27	013-090-022-000	$35.32
36	013-090-031-000	$35.32
37	013-090-032-000	$35.32
38	013-090-033-000	$35.32
39	013-090-034-000	$35.32
40	013-090-035-000	$35.32
41	013-090-036-000	$35.32
42	013-090-037-000	$35.32
43	013-090-038-000	$35.32
44	013-090-039-000	$35.32
45	013-090-040-000	$35.32
46	013-090-041-000	$35.32
47	013-090-042-000	$35.32
48	013-091-001-000	$35.32
49	013-091-002-000	$35.32
50	013-091-003-000	$35.32
51	013-091-004-000	$35.32
52	013-091-005-000	$35.32
53	013-091-006-000	$35.32
54	013-091-007-000	$35.32
55	013-091-008-000	$35.32
56	013-091-009-000	$35.32
57	013-091-010-000	$35.32
58	013-091-011-000	$35.32
59	013-091-012-000	$35.32
60	013-091-013-000	$35.32
61	013-091-014-000	$35.32
62	013-091-015-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
28	013-090-023-000	$35.32
29	013-090-024-000	$35.32
30	013-090-025-000	$35.32
31	013-090-026-000	$35.32
32	013-090-027-000	$35.32
33	013-090-028-000	$35.32
34	013-090-029-000	$35.32
35	013-090-030-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
63	013-091-016-000	$35.32
64	013-091-017-000	$35.32
65	013-091-018-000	$35.32
66	013-091-019-000	$35.32
67	013-091-020-000	$35.32
68	013-091-021-000	$35.32
69	013-091-022-000	$35.32
70	013-091-023-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
71	013-091-024-000	$35.32
72	013-091-025-000	$35.32
73	013-091-026-000	$35.32
74	013-091-027-000	$35.32
75	013-091-028-000	$35.32
76	013-091-029-000	$35.32
77	013-091-030-000	$35.32
78	013-091-031-000	$35.32
79	013-091-032-000	$35.32
80	013-091-033-000	$35.32
81	013-091-034-000	$35.32
82	013-091-035-000	$35.32
83	013-091-036-000	$35.32
84	013-091-037-000	$35.32
85	013-091-038-000	$35.32
86	013-091-039-000	$35.32
87	013-091-040-000	$35.32
88	013-091-041-000	$35.32
89	013-091-042-000	$35.32
90	013-091-043-000	$35.32
91	013-091-044-000	$35.32
92	013-091-045-000	$35.32
93	013-091-046-000	$35.32
94	013-091-047-000	$35.32
95	013-091-048-000	$35.32
96	013-091-049-000	$35.32
97	013-091-050-000	$35.32
98	013-091-051-000	$35.32
99	013-091-052-000	$35.32
100	013-091-053-000	$35.32
101	013-091-054-000	$35.32
102	013-091-055-000	$35.32
103	013-091-056-000	$35.32
104	013-091-057-000	$35.32
105	013-091-058-000	$35.32
106	013-091-059-000	$35.32
107	013-091-060-000	$35.32
116	013-091-069-000	$35.32
117	013-091-070-000	$35.32
118	013-091-071-000	$35.32
119	013-091-072-000	$35.32
120	013-091-073-000	$35.32
121	013-091-074-000	$35.32
122	013-091-075-000	$35.32
123	013-091-076-000	$35.32
124	013-091-077-000	$35.32
125	013-130-002-000	$35.32
126	013-130-003-000	$35.32
127	013-130-004-000	$35.32
128	013-130-005-000	$35.32
129	013-130-006-000	$35.32
130	013-130-007-000	$35.32
131	013-130-008-000	$35.32
132	013-130-009-000	$35.32
133	013-130-010-000	$35.32
134	013-130-011-000	$35.32
135	013-130-012-000	$35.32
136	013-130-013-000	$35.32
137	013-130-014-000	$35.32
138	013-130-015-000	$35.32
139	013-130-016-000	$35.32
140	013-130-017-000	$35.32
141	013-130-018-000	$35.32
142	013-130-019-000	$35.32
143	013-130-020-000	$35.32
144	013-130-021-000	$35.32
145	013-130-022-000	$35.32
146	013-130-023-000	$35.32
147	013-130-024-000	$35.32
148	013-130-025-000	$35.32
149	013-130-026-000	$35.32
150	013-130-027-000	$35.32
151	013-130-028-000	$35.32
152	013-130-029-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
108	013-091-061-000	$35.32
109	013-091-062-000	$35.32
110	013-091-063-000	$35.32
111	013-091-064-000	$35.32
112	013-091-065-000	$35.32
113	013-091-066-000	$35.32
114	013-091-067-000	$35.32
115	013-091-068-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
153	013-130-030-000	$35.32
154	013-130-031-000	$35.32
155	013-130-032-000	$35.32
156	013-130-033-000	$35.32
157	013-130-034-000	$35.32
158	013-130-035-000	$35.32
159	013-130-036-000	$35.32
160	013-130-037-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
161	013-130-038-000	$35.32
162	013-130-039-000	$35.32
163	013-130-040-000	$35.32
164	013-130-041-000	$35.32
165	013-130-042-000	$35.32
166	013-130-043-000	$35.32
167	013-130-044-000	$35.32
168	013-130-045-000	$35.32
169	013-130-046-000	$35.32
170	013-130-047-000	$35.32
171	013-130-048-000	$35.32
172	013-130-049-000	$35.32
173	013-130-050-000	$35.32
174	013-130-051-000	$35.32
175	013-130-052-000	$35.32
176	013-130-053-000	$35.32
177	013-130-054-000	$35.32
178	013-130-055-000	$35.32
179	013-130-056-000	$35.32
180	013-130-057-000	$35.32
181	013-130-058-000	$35.32
182	013-130-059-000	$35.32
183	013-131-001-000	$35.32
184	013-131-002-000	$35.32
185	013-131-003-000	$35.32
186	013-131-004-000	$35.32
187	013-131-005-000	$35.32
188	013-131-006-000	$35.32
189	013-131-007-000	$35.32
190	013-131-008-000	$35.32
191	013-131-009-000	$35.32
192	013-131-010-000	$35.32
193	013-140-001-000	$35.32
194	013-140-002-000	$35.32
195	013-140-003-000	$35.32
196	013-140-004-000	$35.32
197	013-140-005-000	$35.32
206	013-140-014-000	$35.32
207	013-140-015-000	$35.32
208	013-140-016-000	$35.32
209	013-140-017-000	$35.32
210	013-140-018-000	$35.32
211	013-140-019-000	$35.32
212	013-140-020-000	$35.32
213	013-140-021-000	$35.32
214	013-140-022-000	$35.32
215	013-140-023-000	$35.32
216	013-140-024-000	$35.32
217	013-140-025-000	$35.32
218	013-140-026-000	$35.32
219	013-140-027-000	$35.32
220	013-140-028-000	$35.32
221	013-140-037-000	$42.36
222	013-140-038-000	$63.58
223	013-140-039-000	$42.36
224	013-141-005-000	$155.34
225	013-140-058-000	$49.44
226	013-140-053-000	$159.94
237	013-150-003-000	$35.32
238	013-150-004-000	$35.32
239	013-150-005-000	$35.32
240	013-150-006-000	$35.32
241	013-150-007-000	$35.32
242	013-150-008-000	$35.32
243	013-150-009-000	$35.32
244	013-150-010-000	$35.32
245	013-150-011-000	$35.32
246	013-150-012-000	$35.32
247	013-150-013-000	$35.32
248	013-150-014-000	$35.32
249	013-150-015-000	$35.32
250	013-150-016-000	$35.32
251	013-150-017-000	$35.32
252	013-151-001-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
198	013-140-006-000	$35.32
199	013-140-007-000	$35.32
200	013-140-008-000	$35.32
201	013-140-009-000	$35.32
202	013-140-010-000	$35.32
203	013-140-011-000	$35.32
204	013-140-012-000	$35.32
205	013-140-013-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
253	013-151-002-000	$35.32
254	013-151-003-000	$35.32
255	013-151-004-000	$35.32
256	013-151-005-000	$35.32
257	013-151-006-000	$35.32
258	013-151-007-000	$35.32
259	013-151-008-000	$35.32
260	013-151-009-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
261	013-151-010-000	$35.32
262	013-151-011-000	$35.32
263	013-151-012-000	$35.32
264	013-151-013-000	$35.32
265	013-151-014-000	$35.32
266	013-151-015-000	$35.32
267	013-151-016-000	$35.32
268	013-151-017-000	$35.32
269	013-151-018-000	$35.32
270	013-151-019-000	$35.32
271	013-151-020-000	$35.32
272	013-151-021-000	$35.32
273	013-151-022-000	$35.32
274	013-151-023-000	$35.32
275	013-151-024-000	$35.32
276	013-151-025-000	$35.32
277	013-151-026-000	$35.32
278	013-151-027-000	$35.32
279	013-151-034-000	$171.96
280	013-151-035-000	$240.12
281	013-152-001-000	$35.32
282	013-152-002-000	$35.32
283	013-152-003-000	$35.32
284	013-152-004-000	$35.32
285	013-152-005-000	$35.32
286	013-152-006-000	$35.32
287	013-152-007-000	$35.32
288	013-152-008-000	$35.32
289	013-152-009-000	$35.32
290	013-152-010-000	$35.32
291	013-152-011-000	$35.32
292	013-152-012-000	$35.32
293	013-153-001-000	$35.32
294	013-153-002-000	$35.32
295	013-153-003-000	$35.32
296	013-153-004-000	$35.32
297	013-153-005-000	$35.32

Assessment Number	Assessor's Parcel Number	Assessment
301	013-160-015-000	$190.68
302	013-160-016-000	$3,415.54
303	013-160-019-000	$60.06
304	013-160-020-000	$42.58
305	013-160-021-000	$397.20
306	013-160-022-000	$189.90
307	013-160-023-000	$177.42
308	013-160-025-000	$70.00
309	013-160-024-000	$217.38
310	013-160-026-000	$2,437.52
311	013-160-017-000	$113.52
312	013-160-018-000	$72.58
313	013-110-032-000	$0.00
314	013-110-007-000	$0.00
315	013-110-023-000	$0.00
316	013-110-024-000	$0.00
317	013-110-010-000	$0.00
319	013-141-006-000	$63.58
320	013-141-027-000	$127.10
321	013-141-036-000	$51.90
322		
323	013-141-031-000	$54.40
324	013-141-034-000	$124.64
325	013-141-035-000	$54.36
326	013-141-023-000	$75.20
327	013-141-010-000	$35.32
328	013-141-029-000	$211.84
329	013-141-032-000	$58.54
330	013-141-033-000	$53.70
331	013-070-046-000	$411.56
332	013-070-047-000	$965.86

TOTAL ASSESSMENT:	$ 31,373.74
DIRECT BILL:	
TOTAL TO COUNTY:	$ 31,373.74

Assessment Number	Assessor's Parcel Number	Assessment
298	013-160-005-000	$1,177.12
299	013-160-013-000	$190.68
300	013-160-014-000	$2,895.12

Assessment Number	Assessor's Parcel Number	Assessment

* - Weren't on the list of apn's when the zone was started in 1998.

CITY OF MADERA

ZONE 3

2024-25

1.	BEGINNING FUND BALANCE				$	(507.03)
2.	LANDSCAPE MAINTENANCE COSTS		$	5,824.10		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	465.27		
	b.	ENGINEERING ADMINISTRATION	$	490.70		
	c.	LEGAL ADMINISTRATION	$	104.71		
	d.	FINANCE ADMINISTRATION	$	72.80		
	e.	TREE TRIMMING	$	2,475.00		
	f.	GAS & UTILITIES	$	1,314.74		
	g.	EQUIPMENT	g.	531.87		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i.	MADERA COUNTY PROCESSING FEES	$	150.48		
				TOTAL COSTS:	$	11,429.66
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(4,229.79)
5.	TOTAL ASSESSMENT				$	7,706.90
6.	AVERAGE ASSESSMENT PER PARCEL					45.07

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 3
MANSIONETTE ESTATES 1, 2, & 3
TOTAL ASSESSMENT:
$7,706.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-390-011-000	$1,336.78	37	006-420-025-000	$24.32
2	006-390-013-000	$72.92	38	006-420-026-000	$24.32
3	006-390-014-000	$72.92	39	006-420-027-000	$24.32
4	006-390-016-000	$1,142.34	40	006-420-028-000	$24.32
5	006-390-019-000	$48.62	41	006-420-029-000	$24.32
6	006-390-020-000	$48.62	42	006-420-030-000	$24.32
7	006-390-021-000	$121.54	43	006-420-031-000	$24.32
8	006-390-022-000	$145.54	44	006-420-032-000	$24.32
9	006-390-027-000	$437.52	45	006-420-033-000	$24.32
11	006-390-025-000	$148.56	46	006-420-034-000	$24.32
12	006-390-026-000	$240.34	47	006-420-035-000	$24.32
13	006-420-001-000	$24.32	48	006-420-036-000	$24.32
14	006-420-002-000	$24.32	49	006-420-037-000	$24.32
15	006-420-003-000	$24.32	50	006-420-038-000	$24.32
16	006-420-004-000	$24.32	51	006-420-039-000	$24.32
17	006-420-005-000	$24.32	52	006-420-040-000	$24.32
18	006-420-006-000	$24.32	53	006-420-041-000	$24.32
19	006-420-007-000	$24.32	54	006-420-042-000	$24.32
20	006-420-008-000	$24.32	55	006-420-043-000	$24.32
21	006-420-055-000	$24.32	56	006-420-044-000	$24.32
22	006-420-056-000	$24.32	57	006-420-045-000	$24.32
23	006-420-057-000	$24.32	58	006-420-046-000	$24.32
24	006-420-012-000	$24.32	59	006-420-047-000	$24.32
25	006-420-058-000	$24.32	60	006-420-048-000	$24.32
26	006-420-059-000	$24.32	61	006-420-049-000	$24.32
27	006-420-015-000	$24.32	62	006-420-050-000	$24.32

Assessment Number	Assessor's Parcel Number	Assessment
28	006-420-016-000	$24.32
29	006-420-017-000	$24.32
30	006-420-018-000	$24.32
31	006-420-019-000	$24.32
32	006-420-020-000	$24.32
33	006-420-021-000	$24.32
34	006-420-022-000	$24.32
35	006-420-023-000	$24.32
36	006-420-024-000	$24.32
72	006-440-007-000	$24.32
73	006-440-008-000	$24.32
74	006-440-009-000	$24.32
75	006-440-010-000	$24.32
76	006-440-011-000	$24.32
77	006-441-001-000	$24.32
78	006-441-002-000	$24.32
79	006-440-021-000	$24.32
80	006-440-020-000	$24.32
81	006-440-019-000	$24.32
82	006-440-025-000	$24.32
83	006-440-024-000	$24.32
84	006-440-015-000	$24.32
85	006-440-014-000	$24.32
86	006-440-013-000	$24.32
87	006-440-012-000	$24.32
88	006-441-014-000	$24.32
89	006-441-013-000	$24.32
90	006-441-012-000	$24.32
91	006-441-011-000	$24.32
92	006-441-010-000	$24.32
93	006-441-009-000	$24.32
94	006-441-008-000	$24.32
95	006-441-007-000	$24.32
96	006-441-006-000	$24.32

Assessment Number	Assessor's Parcel Number	Assessment
63	006-420-051-000	$24.32
64	006-420-052-000	$24.32
65	006-420-053-000	$24.32
66	006-440-026-000	$24.32
67	006-440-027-000	$24.32
68	006-440-003-000	$24.32
69	006-440-004-000	$24.32
70	006-440-005-000	$24.32
71	006-440-006-000	$24.32
117	006-422-015-000	$24.32
118	006-422-014-000	$24.32
119	006-422-013-000	$24.32
120	006-422-012-000	$24.32
121	006-422-011-000	$24.32
122	006-422-010-000	$24.32
123	006-422-009-000	$24.32
124	006-422-008-000	$24.32
125	006-422-007-000	$24.32
126	006-422-006-000	$24.32
127	006-422-005-000	$24.32
128	006-422-004-000	$24.32
129	006-422-003-000	$24.32
130	006-422-002-000	$24.32
131	006-422-001-000	$24.32
132	006-421-014-000	$24.32
133	006-421-013-000	$24.32
134	006-421-012-000	$24.32
135	006-421-011-000	$24.32
136	006-421-010-000	$24.32
137	006-421-009-000	$24.32
138	006-421-008-000	$24.32
139	006-421-007-000	$24.32
140	006-421-006-000	$24.32
141	006-421-043-000	$24.32

Assessment Number	Assessor's Parcel Number	Assessment
97	006-441-005-000	$24.32
98	006-441-004-000	$24.32
99	006-441-003-000	$24.32
100	006-422-032-000	$24.32
101	006-422-031-000	$24.32
102	006-422-030-000	$24.32
103	006-422-029-000	$24.32
104	006-422-028-000	$24.32
105	006-422-027-000	$24.32
106	006-422-026-000	$24.32
107	006-422-025-000	$24.32
108	006-422-024-000	$24.32
109	006-422-023-000	$24.32
110	006-422-022-000	$24.32
111	006-422-021-000	$24.32
112	006-422-020-000	$24.32
113	006-422-019-000	$24.32
114	006-422-018-000	$24.32
115	006-422-017-000	$24.32
116	006-422-016-000	$24.32
142	006-421-044-000	$24.32
143	006-421-022-000	$24.32
144	006-421-021-000	$24.32
145	006-421-020-000	$24.32
146	006-421-019-000	$24.32
147	006-421-018-000	$24.32
148	006-421-017-000	$24.32
149	006-421-016-000	$24.32
150	006-421-015-000	$24.32
151	006-421-031-000	$24.32
152	006-421-030-000	$24.32
153	006-421-029-000	$24.32
154	006-421-028-000	$24.32
155	006-421-027-000	$24.32
156	006-421-026-000	$24.32
157	006-421-025-000	$24.32
158	006-421-024-000	$24.32
159	006-421-023-000	$24.32
160	006-421-003-000	$24.32
161	006-421-002-000	$24.32
162	006-421-001-000	$24.32
163	006-421-041-000	$24.32
164	006-421-040-000	$24.32
165	006-421-039-000	$24.32
166	006-421-038-000	$24.32
167	006-421-037-000	$24.32
168	006-421-036-000	$24.32
169	006-421-035-000	$24.32
170	006-421-034-000	$24.32
171	006-421-033-000	$24.32
172	006-421-032-000	$24.32
	TOTAL	$7,706.90

CITY OF MADERA

ZONE 4

2024-25

1.	BEGINNING FUND BALANCE			$	9,690.70
2.	LANDSCAPE MAINTENANCE COSTS	$	13,463.94		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	559.59		
	b. ENGINEERING ADMINISTRATION	$	760.54		
	c. LEGAL ADMINISTRATION	$	162.29		
	d. FINANCE ADMINISTRATION	$	112.83		
	e. TREE TRIMMING	$	3,555.00		
	f. GAS & UTILITIES	$	1,334.35		
	g. EQUIPMENT	g.	566.71		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	203.33		
	i. MADERA COUNTY PROCESSING FEES	$	237.60		
			TOTAL COSTS:	$	20,956.19
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,368.16
5.	TOTAL ASSESSMENT			$	17,633.64
6.	AVERAGE ASSESSMENT PER PARCEL				65.31

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 4
WESTGATE NORTHWEST 1 & 2
TOTAL ASSESSMENT:
$17,633.64

Assessment Number	Assessor's Parcel Number	Assessment
1	006-251-001-000	$56.52
2	006-251-002-000	$56.52
3	006-251-003-000	$56.52
4	006-251-004-000	$56.52
5	006-251-005-000	$56.52
6	006-251-006-000	$56.52
7	006-251-007-000	$56.52
8	006-251-008-000	$56.52
9	006-251-072-000	$56.52
10	006-251-071-000	$56.52
11	006-251-070-000	$56.52
12	006-251-013-000	$56.52
13	006-251-014-000	$56.52
14	006-251-015-000	$56.52
15	006-251-016-000	$56.52
16	006-251-069-000	$56.52
17	006-251-068-000	$56.52
18	006-251-067-000	$56.52
19	006-251-066-000	$56.52
20	006-251-022-000	$56.52
21	006-251-023-000	$56.52
22	006-251-064-000	$56.52
23	006-251-063-000	$56.52
24	006-251-062-000	$56.52
25	006-251-061-000	$56.52
26	006-251-060-000	$56.52
27	006-251-059-000	$56.52
28	006-251-058-000	$56.52
29	006-251-057-000	$56.52
30	006-251-056-000	$56.52
31	006-251-055-000	$56.52
32	006-251-054-000	$56.52
33	006-251-053-000	$56.52
34	006-251-052-000	$56.52
35	006-251-051-000	$56.52
36	006-251-050-000	$56.52
37	006-251-049-000	$56.52
38	006-251-048-000	$56.52
39	006-251-047-000	$56.52
40	006-251-046-000	$56.52
41	006-251-045-000	$56.52
42	006-251-044-000	$56.52
43	006-251-043-000	$56.52
44	006-251-042-000	$56.52
45	006-251-041-000	$56.52
46	006-251-040-000	$56.52
47	006-251-039-000	$56.52
48	006-251-038-000	$56.52
49	006-251-037-000	$56.52
50	006-251-036-000	$56.52
51	006-251-035-000	$56.52
52	006-251-034-000	$56.52
53	006-251-033-000	$56.52
54	006-251-032-000	$56.52
55	006-251-031-000	$56.52
56	006-251-030-000	$56.52
57	006-251-029-000	$56.52
58	006-251-073-000	$56.52
60	006-251-026-000	$56.52
61	006-251-025-000	$56.52

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment
62	006-251-024-000	$56.52
63	006-252-028-000	$56.52
64	006-252-027-000	$56.52
65	006-252-026-000	$56.52
66	006-252-025-000	$56.52
67	006-252-024-000	$56.52
68	006-252-023-000	$56.52
69	006-252-022-000	$56.52
70	006-252-021-000	$56.52
71	006-252-020-000	$56.52
72	006-252-019-000	$56.52
73	006-252-018-000	$56.52
74	006-252-017-000	$56.52
75	006-252-016-000	$56.52
76	006-252-015-000	$56.52
77	006-252-036-000	$56.52
78	006-252-035-000	$56.52
79	006-252-034-000	$56.52
80	006-252-033-000	$56.52
81	006-252-032-000	$56.52
82	006-252-031-000	$56.52
83	006-252-030-000	$56.52
84	006-252-029-000	$56.52
85	006-252-044-000	$56.52
86	006-252-043-000	$56.52
87	006-252-042-000	$56.52
88	006-252-041-000	$56.52
89	006-252-040-000	$56.52
90	006-252-039-000	$56.52
91	006-252-038-000	$56.52
92	006-252-037-000	$56.52
93	006-252-014-000	$56.52
94	006-252-013-000	$56.52
95	006-252-012-000	$56.52
96	006-252-011-000	$56.52
97	006-252-010-000	$56.52
98	006-252-009-000	$56.52
99	006-252-008-000	$56.52
100	006-252-007-000	$56.52
101	006-252-006-000	$56.52

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment
102	006-252-005-000	$56.52
103	006-252-004-000	$56.52
104	006-252-003-000	$56.52
105	006-252-002-000	$56.52
106	006-252-001-000	$56.52
107	006-253-057-000	$56.52
108	006-253-056-000	$56.52
109	006-253-055-000	$56.52
110	006-253-054-000	$56.52
111	006-253-053-000	$56.52
112	006-253-052-000	$56.52
113	006-253-051-000	$56.52
114	006-253-050-000	$56.52
115	006-253-049-000	$56.52
116	006-253-048-000	$56.52
117	006-253-047-000	$56.52
118	006-253-046-000	$56.52
119	006-253-045-000	$56.52
120	006-255-018-000	$56.52
121	006-255-017-000	$56.52
122	006-255-016-000	$56.52
123	006-255-015-000	$56.52
124	006-255-014-000	$56.52
125	006-255-013-000	$56.52
126	006-255-012-000	$56.52
127	006-255-011-000	$56.52
128	006-255-063-000	$56.52
129	006-255-062-000	$56.52
130	006-255-055-000	$56.52
131	006-255-054-000	$56.52
132	006-255-005-000	$56.52
133	006-255-004-000	$56.52
134	006-255-061-000	$56.52
135	006-254-049-000	$56.52
136	006-254-024-000	$56.52
137	006-254-023-000	$56.52
138	006-254-022-000	$56.52
139	006-254-059-000	$56.52
140	006-254-069-000	$56.52
141	006-254-068-000	$56.52

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment
142	006-254-055-000	$56.52
143	006-254-015-000	$56.52
144	006-254-014-000	$56.52
145	006-254-013-000	$56.52
146	006-254-065-000	$56.52
147	006-254-064-000	$56.52
148	006-254-063-000	$56.52
149	006-254-062-000	$56.52
150	006-254-007-000	$56.52
151	006-254-006-000	$56.52
152	006-254-005-000	$56.52
153	006-254-004-000	$56.52
154	006-254-003-000	$56.52
155	006-254-002-000	$56.52
156	006-254-001-000	$56.52
157	006-254-037-000	$56.52
158	006-254-036-000	$56.52
159	006-254-035-000	$56.52
160	006-254-067-000	$56.52
161	006-254-066-000	$56.52
162	006-254-031-000	$56.52
163	006-254-054-000	$56.52
164	006-254-053-000	$56.52
165	006-254-052-000	$56.52
166	006-254-051-000	$56.52
167	006-254-050-000	$56.52
168	006-255-068-000	$56.52
169	006-255-067-000	$56.52
170	006-255-066-000	$56.52
171	006-255-065-000	$56.52
172	006-255-064-000	$56.52
173	006-255-045-000	$56.52
174	006-255-044-000	$56.52
175	006-255-043-000	$56.52
176	006-255-042-000	$56.52
177	006-255-041-000	$56.52
178	006-255-040-000	$56.52
179	006-255-039-000	$56.52
180	006-255-038-000	$56.52
181	006-255-037-000	$56.52
182	006-255-036-000	$56.52

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment
183	006-255-035-000	$56.52
184	006-255-034-000	$56.52
185	006-254-042-000	$56.52
186	006-254-041-000	$56.52
187	006-254-040-000	$56.52
188	006-254-039-000	$56.52
189	006-254-038-000	$56.52
190	006-254-047-000	$56.52
191	006-254-046-000	$56.52
192	006-254-045-000	$56.52
193	006-254-044-000	$56.52
194	006-254-043-000	$56.52
195	006-255-033-000	$56.52
196	006-255-032-000	$56.52
197	006-255-031-000	$56.52
198	006-255-030-000	$56.52
199	006-255-071-000	$56.52
200	006-255-070-000	$56.52
201	006-255-069-000	$56.52
202	006-255-025-000	$56.52
203	006-255-060-000	$56.52
204	006-255-059-000	$56.52
205	006-255-058-000	$56.52
206	006-255-020-000	$56.52
207	006-255-019-000	$56.52
208	006-253-044-000	$56.52
209	006-253-043-000	$56.52
210	006-253-042-000	$56.52
211	006-253-041-000	$56.52
212	006-253-040-000	$56.52
213	006-253-039-000	$56.52
214	006-253-038-000	$56.52
215	006-253-037-000	$56.52
216	006-253-036-000	$56.52
217	006-253-034-000	$56.52
218	006-253-033-000	$56.52
219	006-253-032-000	$56.52
220	006-253-031-000	$56.52
221	006-253-030-000	$56.52
222	006-253-029-000	$56.52
223	006-253-028-000	$56.52

Assessment Number	Assessor's Parcel Number	Assessment	

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment	
224	006-253-027-000	$56.52	
225	006-253-026-000	$56.52	
226	006-253-025-000	$56.52	
227	006-253-024-000	$56.52	
228	006-253-023-000	$56.52	
229	006-253-022-000	$56.52	
230	006-253-021-000	$56.52	
231	006-253-020-000	$56.52	
232	006-253-019-000	$56.52	
233	006-253-001-000	$56.52	
234	006-253-002-000	$56.52	
235	006-253-003-000	$56.52	
236	006-253-004-000	$56.52	
237	006-253-005-000	$56.52	
238	006-253-059-000	$56.52	
239	006-253-060-000	$56.52	
240	006-253-008-000	$56.52	
241	006-253-009-000	$56.52	
242	006-253-010-000	$56.52	
243	006-253-011-000	$56.52	
244	006-253-012-000	$56.52	
245	006-253-013-000	$56.52	
246	006-253-014-000	$56.52	
247	006-253-015-000	$56.52	
248	006-253-016-000	$56.52	
249	006-253-017-000	$56.52	
250	006-253-018-000	$56.52	
251	006-253-035-000	$56.52	
252	006-360-043-000	$56.52	*
253	006-360-044-000	$56.52	*
254	006-360-045-000	$56.52	*
255	006-360-046-000	$56.52	*
256	006-360-047-000	$56.52	*
257			
258			
259			
260			
261			
262			
263			
257	006-250-014-000	$1,639.02	
258		$138.73	
259		$277.45	
260		$277.45	

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment
261		$277.45
262		$138.73
263		$138.73
264		$277.45
	***DIRECT BILL:**	**$282.59**
	TOTAL TO COUNTY:	**$17,294.53**

CITY OF MADERA

ZONE 6A

2024-25

1.	BEGINNING FUND BALANCE				$	9,857.14
2.	LANDSCAPE MAINTENANCE COSTS		$	13,093.94		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	559.36		
	b.	ENGINEERING ADMINISTRATION	$	324.43		
	c.	LEGAL ADMINISTRATION	$	69.23		
	d.	FINANCE ADMINISTRATION	$	48.13		
	e.	TREE TRIMMING	$	1,305.00		
	f.	GAS & UTILITIES	$	1,899.93		
	g.	EQUIPMENT	g.	739.17		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	204.54		
	i.	MADERA COUNTY PROCESSING FEES	$	96.80		
				TOTAL COSTS:	$	18,340.53
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					5,422.35
5.	TOTAL ASSESSMENT				$	13,905.74
6.	AVERAGE ASSESSMENT PER PARCEL				$	126.42

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6A
WOODLAND HILLS/BASILA
TOTAL ASSESSMENT:
$13,905.74

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-300-009-000	$126.42	36	009-400-034-000	$126.42
2	009-300-010-000	$126.42	37	009-400-035-000	$126.42
3	009-400-001-000	$126.42	38	009-400-036-000	$126.42
4	009-400-002-000	$126.42	39	009-421-001-000	$126.42
5	009-400-003-000	$126.42	40	009-421-002-000	$126.42
6	009-400-004-000	$126.42	41	009-421-003-000	$126.42
7	009-400-005-000	$126.42	42	009-421-004-000	$126.42
8	009-400-006-000	$126.42	43	009-421-005-000	$126.42
9	009-400-007-000	$126.42	44	009-421-006-000	$126.42
10	009-400-008-000	$126.42	45	009-421-007-000	$126.42
11	009-400-009-000	$126.42	46	009-421-008-000	$126.42
12	009-400-010-000	$126.42	47	009-421-009-000	$126.42
13	009-400-011-000	$126.42	48	009-421-010-000	$126.42
14	009-400-012-000	$126.42	49	009-421-011-000	$126.42
15	009-400-013-000	$126.42	50	009-421-012-000	$126.42
16	009-400-014-000	$126.42	51	009-421-013-000	$126.42
17	009-400-015-000	$126.42	52	009-421-014-000	$126.42
18	009-400-016-000	$126.42	53	009-421-015-000	$126.42
19	009-400-017-000	$126.42	54	009-421-016-000	$126.42
20	009-400-018-000	$126.42	55	009-421-017-000	$126.42
21	009-400-019-000	$126.42	56	009-421-018-000	$126.42
22	009-400-020-000	$126.42	57	009-421-019-000	$126.42
23	009-400-021-000	$126.42	58	009-421-020-000	$126.42
24	009-400-022-000	$126.42	59	009-421-021-000	$126.42
25	009-400-023-000	$126.42	60	009-421-022-000	$126.42
26	009-400-024-000	$126.42	61	009-421-023-000	$126.42

Assessment Number	Assessor's Parcel Number	Assessment
27	009-400-025-000	$126.42
28	009-400-026-000	$126.42
29	009-400-027-000	$126.42
30	009-400-028-000	$126.42
31	009-400-029-000	$126.42
32	009-400-030-000	$126.42
33	009-400-031-000	$126.42
34	009-400-032-000	$126.42
35	009-400-033-000	$126.42
71	009-422-010-000	$126.42
72	009-422-011-000	$126.42
73	009-422-012-000	$126.42
74	009-422-013-000	$126.42
75	009-423-001-000	$126.42
76	009-423-002-000	$126.42
77	009-423-003-000	$126.42
78	009-423-004-000	$126.42
79	009-423-005-000	$126.42
80	009-423-006-000	$126.42
81	009-423-007-000	$126.42
82	009-423-008-000	$126.42
83	009-423-009-000	$126.42
84	009-423-010-000	$126.42
85	009-423-011-000	$126.42
86	009-423-012-000	$126.42
87	009-423-013-000	$126.42
88	009-423-014-000	$126.42
89	009-423-015-000	$126.42
90	009-423-016-000	$126.42
91	009-423-017-000	$126.42
92	009-423-018-000	$126.42
93	009-423-019-000	$126.42
94	009-423-020-000	$126.42
95	009-423-021-000	$126.42
96	009-423-022-000	$126.42
97	009-423-023-000	$126.42

Assessment Number	Assessor's Parcel Number	Assessment
62	009-422-001-000	$126.42
63	009-422-002-000	$126.42
64	009-422-003-000	$126.42
65	009-422-004-000	$126.42
66	009-422-005-000	$126.42
67	009-422-006-000	$126.42
68	009-422-007-000	$126.42
69	009-422-008-000	$126.42
70	009-422-009-000	$126.42

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
98	009-423-024-000	$126.42			
99	009-423-025-000	$126.42			
100	009-423-026-000	$126.42			
101	009-423-027-000	$126.42			
102	009-423-028-000	$126.42			
103	009-423-029-000	$126.42			
104	009-423-030-000	$126.42			
105	009-423-031-000	$126.42			
106	009-423-032-000	$126.42			
107	009-423-033-000	$126.42			
108	009-423-034-000	$126.42			
109	009-423-035-000	$126.42			
110	009-423-036-000	$126.42			
	TOTAL	**$13,905.74**			

CITY OF MADERA

ZONE 6B

2024-25

1.	BEGINNING FUND BALANCE				$	522.60
2.	LANDSCAPE MAINTENANCE COSTS		$	7,689.52		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	403.51		
	b.	ENGINEERING ADMINISTRATION	$	403.48		
	c.	LEGAL ADMINISTRATION	$	86.10		
	d.	FINANCE ADMINISTRATION	$	59.86		
	e.	TREE TRIMMING	$	833.00		
	f.	GAS & UTILITIES	$	584.85		
	g.	EQUIPMENT	g.	366.37		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	81.82		
	i.	MADERA COUNTY PROCESSING FEES	$	122.32		
				TOTAL COSTS:	$	10,630.81
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(1,868.30)
5.	TOTAL ASSESSMENT				$	8,239.92
6.	AVERAGE ASSESSMENT PER PARCEL				$	59.28

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 6B
SUNSET SOUTHWEST 1, 2, 3, 4, & 5
TOTAL ASSESSMENT:
$8,239.92

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-390-002-000	$59.28	36	009-390-040-000	$59.28
2	009-390-003-000	$59.28	37	009-390-041-000	$59.28
3	009-390-004-000	$59.28	38	009-390-042-000	$59.28
4	009-390-005-000	$59.28	39	009-390-043-000	$59.28
5	009-390-006-000	$59.28	40	009-390-044-000	$59.28
6	009-390-007-000	$59.28	41	009-390-045-000	$59.28
7	009-390-008-000	$59.28	42	009-390-046-000	$59.28
8	009-390-009-000	$59.28	43	009-390-047-000	$59.28
9	009-390-010-000	$59.28	44	009-390-048-000	$59.28
10	009-390-011-000	$59.28	45	009-390-049-000	$59.28
11	009-390-012-000	$59.28	46	009-390-050-000	$59.28
12	009-390-013-000	$59.28	47	009-390-051-000	$59.28
13	009-390-014-000	$59.28	48	009-390-052-000	$59.28
14	009-390-015-000	$59.28	49	009-390-053-000	$59.28
15	009-390-016-000	$59.28	50	009-390-054-000	$59.28
16	009-390-017-000	$59.28	51	009-390-055-000	$59.28
17	009-390-018-000	$59.28	52	009-390-056-000	$59.28
18	009-390-019-000	$59.28	53	009-390-057-000	$59.28
19	009-390-020-000	$59.28	54	009-390-058-000	$59.28
20	009-390-021-000	$59.28	55	009-390-061-000	$59.28
21	009-390-022-000	$59.28	56	009-390-062-000	$59.28
22	009-390-023-000	$59.28	57	009-390-063-000	$59.28
23	009-390-024-000	$59.28	58	009-390-064-000	$59.28
24	009-390-025-000	$59.28	59	009-390-065-000	$59.28
25	009-390-026-000	$59.28	60	009-390-066-000	$59.28
26	009-390-027-000	$59.28	61	009-390-067-000	$59.28

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	009-390-031-000	$59.28	62	009-390-068-000	$59.28
28	009-390-032-000	$59.28	63	009-390-069-000	$59.28
29	009-390-033-000	$59.28	64	009-390-070-000	$59.28
30	009-390-034-000	$59.28	65	009-390-071-000	$59.28
31	009-390-035-000	$59.28	66	009-390-072-000	$59.28
32	009-390-036-000	$59.28	67	009-390-073-000	$59.28
33	009-390-037-000	$59.28	68	009-390-074-000	$59.28
34	009-390-038-000	$59.28	69	009-390-075-000	$59.28
35	009-390-039-000	$59.28	70	009-390-076-000	$59.28

Assessment Number	Assessor's Parcel Number	Assessment
71	009-390-077-000	$59.28
72	009-390-078-000	$59.28
73	009-390-079-000	$59.28
74	009-390-080-000	$59.28
75	009-390-081-000	$59.28
76	009-390-082-000	$59.28
77	009-390-083-000	$59.28
78	009-390-084-000	$59.28
79	009-390-085-000	$59.28
80	009-390-086-000	$59.28
81	009-390-087-000	$59.28
82	009-390-088-000	$59.28
83	009-430-001-000	$59.28
84	009-430-002-000	$59.28
85	009-430-003-000	$59.28
86	009-430-004-000	$59.28
87	009-430-005-000	$59.28
88	009-430-006-000	$59.28
89	009-430-007-000	$59.28
90	009-430-008-000	$59.28
91	009-430-009-000	$59.28
92	009-430-010-000	$59.28
93	009-430-011-000	$59.28
94	009-430-012-000	$59.28
95	009-430-013-000	$59.28
96	009-430-014-000	$59.28
97	009-430-015-000	$59.28
98	009-430-016-000	$59.28
99	009-430-017-000	$59.28
100	009-430-018-000	$59.28
101	009-430-019-000	$59.28
102	009-430-020-000	$59.28
103	009-430-021-000	$59.28
104	009-430-022-000	$59.28
105	009-430-023-000	$59.28
106	009-430-024-000	$59.28
107	009-430-025-000	$59.28
116	009-430-039-000	$59.28
117	009-430-040-000	$59.28
118	009-430-041-000	$59.28
119	009-430-042-000	$59.28
120	009-430-043-000	$59.28
121	009-430-044-000	$59.28
122	009-430-045-000	$59.28
123	009-430-046-000	$59.28
124	009-430-047-000	$59.28
125	009-430-048-000	$59.28
126	009-430-049-000	$59.28
127	009-430-050-000	$59.28
128	009-430-051-000	$59.28
129	009-430-052-000	$59.28
130	009-430-053-000	$59.28
131	009-430-054-000	$59.28
132	009-430-055-000	$59.28
133	009-430-056-000	$59.28
134	009-430-057-000	$59.28
135	009-430-058-000	$59.28
136	009-430-059-000	$59.28
137	009-430-060-000	$59.28
138	009-430-061-000	$59.28
139	009-430-062-000	$59.28
	TOTAL	$8,239.92

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
108	009-430-026-000	$59.28			
109	009-430-029-000	$59.28			
110	009-430-032-000	$59.28			
111	009-430-034-000	$59.28			
112	009-430-035-000	$59.28			
113	009-430-036-000	$59.28			
114	009-430-037-000	$59.28			
115	009-430-038-000	$59.28			

CITY OF MADERA

ZONE 7

2024-25

1.	BEGINNING FUND BALANCE	(CREDIT/DEBIT)			$	(3,127.36)
2.	LANDSCAPE MAINTENANCE COSTS		$	2,912.05		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	392.86		
	b.	ENGINEERING ADMINISTRATION	$	406.20		
	c.	LEGAL ADMINISTRATION	$	86.68		
	d.	FINANCE ADMINISTRATION	$	60.26		
	e.	TREE TRIMMING	$	630.00		
	f.	GAS & UTILITIES	$	544.28		
	g.	EQUIPMENT	g.	164.39		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	203.66		
	i.	MADERA COUNTY PROCESSING FEES	$	123.20		
				TOTAL COSTS:	$	5,523.59
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(5,178.95)
5.	TOTAL ASSESSMENT				$	3,472.00
6.	AVERAGE ASSESSMENT PER PARCEL				$	24.80

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 7 - TOWN & COUNTRY ESTATES

TOTAL ASSESSMENT:
$3,472.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-370-001-000	$24.80	36	009-370-036-000	$24.80
2	009-370-002-000	$24.80	37	009-370-037-000	$24.80
3	009-370-003-000	$24.80	38	009-370-038-000	$24.80
4	009-370-004-000	$24.80	39	009-370-039-000	$24.80
5	009-370-005-000	$24.80	40	009-370-040-000	$24.80
6	009-370-006-000	$24.80	41	009-370-041-000	$24.80
7	009-370-007-000	$24.80	42	009-370-042-000	$24.80
8	009-370-008-000	$24.80	43	009-370-043-000	$24.80
9	009-370-009-000	$24.80	44	009-370-044-000	$24.80
10	009-370-010-000	$24.80	45	009-370-045-000	$24.80
11	009-370-011-000	$24.80	46	009-370-046-000	$24.80
12	009-370-012-000	$24.80	47	009-370-047-000	$24.80
13	009-370-013-000	$24.80	48	009-370-048-000	$24.80
14	009-370-014-000	$24.80	49	009-370-049-000	$24.80
15	009-370-015-000	$24.80	50	009-370-050-000	$24.80
16	009-370-016-000	$24.80	51	009-370-051-000	$24.80
17	009-370-017-000	$24.80	52	009-370-052-000	$24.80
18	009-370-018-000	$24.80	53	009-370-053-000	$24.80
19	009-370-019-000	$24.80	54	009-370-054-000	$24.80
20	009-370-020-000	$24.80	55	009-380-001-000	$24.80
21	009-370-021-000	$24.80	56	009-380-002-000	$24.80
22	009-370-022-000	$24.80	57	009-380-003-000	$24.80
23	009-370-023-000	$24.80	58	009-380-004-000	$24.80
24	009-370-024-000	$24.80	59	009-380-005-000	$24.80
25	009-370-025-000	$24.80	60	009-380-006-000	$24.80
26	009-370-026-000	$24.80	61	009-380-007-000	$24.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	009-370-027-000	$24.80	62	009-380-008-000	$24.80
28	009-370-028-000	$24.80	63	009-380-009-000	$24.80
29	009-370-029-000	$24.80	64	009-380-010-000	$24.80
30	009-370-030-000	$24.80	65	009-380-011-000	$24.80
31	009-370-031-000	$24.80	66	009-380-012-000	$24.80
32	009-370-032-000	$24.80	67	009-380-013-000	$24.80
33	009-370-033-000	$24.80	68	009-380-014-000	$24.80
34	009-370-034-000	$24.80	69	009-380-015-000	$24.80
35	009-370-035-000	$24.80	70	009-380-016-000	$24.80

Assessment Number	Assessor's Parcel Number	Assessment
71	009-380-017-000	$24.80
72	009-380-018-000	$24.80
73	009-380-019-000	$24.80
74	009-380-020-000	$24.80
75	009-380-021-000	$24.80
76	009-380-022-000	$24.80
77	009-380-023-000	$24.80
78	009-380-024-000	$24.80
79	009-380-025-000	$24.80
80	009-380-026-000	$24.80
81	009-380-027-000	$24.80
82	009-380-028-000	$24.80
83	009-380-029-000	$24.80
84	009-380-030-000	$24.80
85	009-380-031-000	$24.80
86	009-380-032-000	$24.80
87	009-380-033-000	$24.80
88	009-380-034-000	$24.80
89	009-380-035-000	$24.80
90	009-380-036-000	$24.80
91	009-380-037-000	$24.80
92	009-380-038-000	$24.80
93	009-380-039-000	$24.80
94	009-380-040-000	$24.80
95	009-380-041-000	$24.80
96	009-380-042-000	$24.80
97	009-380-043-000	$24.80
98	009-380-044-000	$24.80
99	009-380-045-000	$24.80
100	009-380-046-000	$24.80
101	009-380-047-000	$24.80
102	009-380-048-000	$24.80
103	009-380-049-000	$24.80
104	009-380-050-000	$24.80
105	009-380-051-000	$24.80
106	009-380-052-000	$24.80
107	009-380-053-000	$24.80
116	009-380-062-000	$24.80
117	009-380-063-000	$24.80
118	009-380-064-000	$24.80
119	009-380-065-000	$24.80
120	009-380-066-000	$24.80
121	009-380-067-000	$24.80
122	009-380-068-000	$24.80
123	009-380-069-000	$24.80
124	009-380-070-000	$24.80
125	009-380-071-000	$24.80
126	009-380-072-000	$24.80
127	009-380-073-000	$24.80
128	009-380-074-000	$24.80
129	009-380-075-000	$24.80
130	009-380-076-000	$24.80
131	009-380-077-000	$24.80
132	009-380-078-000	$24.80
133	009-380-079-000	$24.80
134	009-380-080-000	$24.80
135	009-380-081-000	$24.80
136	009-380-082-000	$24.80
137	009-380-083-000	$24.80
138	009-370-058-000	$24.80
139	009-370-059-000	$24.80
140	009-370-060-000	$24.80
	TOTAL	$3,472.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
108	009-380-054-000	$24.80			
109	009-380-055-000	$24.80			
110	009-380-056-000	$24.80			
111	009-380-057-000	$24.80			
112	009-380-058-000	$24.80			
113	009-380-059-000	$24.80			
114	009-380-060-000	$24.80			
115	009-380-061-000	$24.80			

CITY OF MADERA

ZONE 8

2024-25

1.	BEGINNING FUND BALANCE				$	(2,056.19)
2.	LANDSCAPE MAINTENANCE COSTS		$	856.48		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	356.79		
	b.	ENGINEERING ADMINISTRATION	$	586.10		
	c.	LEGAL ADMINISTRATION	$	125.07		
	d.	FINANCE ADMINISTRATION	$	86.95		
	e.	TREE TRIMMING	$	1,553.00		
	f.	GAS & UTILITIES	$	1,222.59		
	g.	EQUIPMENT	g.	164.39		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	81.82		
	i.	MADERA COUNTY PROCESSING FEES	$	181.28		
				TOTAL COSTS:	$	5,214.47
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(2,568.18)
5.	TOTAL ASSESSMENT				$	4,702.48
6.	AVERAGE ASSESSMENT PER PARCEL				$	22.83

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 8 - VINEYARD ESTATES 2, 3, 4, & 5

TOTAL ASSESSMENT:
$4,702.48

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
1	012-310-001-000	$18.46	HA - Madera	36	012-310-036-000	$18.46
2	012-310-002-000	$18.46		37	012-310-037-000	$18.46
3	012-310-003-000	$18.46		38	012-310-038-000	$18.46
4	012-310-004-000	$18.46		39	012-310-039-000	$18.46
5	012-310-005-000	$18.46		40	012-310-040-000	$18.46
6	012-310-006-000	$18.46		41	012-310-041-000	$18.46
7	012-310-007-000	$18.46		42	012-310-042-000	$18.46
8	012-310-008-000	$18.46		43	012-310-043-000	$18.46
9	012-310-009-000	$18.46		44	012-310-044-000	$18.46
10	012-310-010-000	$18.46		45	012-310-045-000	$18.46
11	012-310-011-000	$18.46		46	012-310-046-000	$18.46
12	012-310-012-000	$18.46		47	012-310-047-000	$18.46
13	012-310-013-000	$18.46		48	012-310-048-000	$18.46
14	012-310-014-000	$18.46		49	012-310-049-000	$18.46
15	012-310-015-000	$18.46		50	012-310-050-000	$18.46
16	012-310-016-000	$18.46		51	012-310-054-000	$18.46
17	012-310-017-000	$18.46		52	012-320-003-000	$202.91
18	012-310-018-000	$18.46		53	012-320-005-000	$157.02
19	012-310-019-000	$18.46		54	012-330-073-000	$18.46
20	012-310-020-000	$18.46		55	012-311-001-000	$18.46
21	012-310-021-000	$18.46		56	012-311-002-000	$18.46
22	012-310-022-000	$18.46	HA - Madera	57	012-311-003-000	$18.46
23	012-310-023-000	$18.46		58	012-311-004-000	$18.46
24	012-310-024-000	$18.46		59	012-311-005-000	$18.46
25	012-310-025-000	$18.46		60	012-311-006-000	$18.46
26	012-310-026-000	$18.46		61	012-311-007-000	$18.46

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	012-310-027-000	$18.46	62	012-311-008-000	$18.46
28	012-310-028-000	$18.46	63	012-311-009-000	$18.46
29	012-310-029-000	$18.46	64	012-311-010-000	$18.46
30	012-310-030-000	$18.46	65	012-311-011-000	$18.46
31	012-310-031-000	$18.46	66	012-311-012-000	$18.46
32	012-310-032-000	$18.46	67	012-311-013-000	$18.46
33	012-310-033-000	$18.46	68	012-311-014-000	$18.46
34	012-310-034-000	$18.46	69	012-311-015-000	$18.46
35	012-310-035-000	$18.46	70	012-311-016-000	$18.46

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
71	012-311-017-000	$18.46		116	012-340-034-000	$18.46
72	012-311-018-000	$18.46		117	012-340-035-000	$18.46
73	012-311-019-000	$18.46		118	012-340-036-000	$18.46
74	012-311-020-000	$18.46		119	012-340-037-000	$18.46
75	012-311-021-000	$18.46		120	012-340-038-000	$18.46
76	012-311-022-000	$18.46		121	012-340-039-000	$18.46
77	012-311-023-000	$18.46		122	012-340-040-000	$18.46
78	012-311-024-000	$18.46		123	012-340-041-000	$18.46
79	012-311-025-000	$18.46		124	012-340-042-000	$18.46
80	012-311-026-000	$18.46		125	012-340-043-000	$18.46
81	012-311-027-000	$18.46		126	012-340-044-000	$18.46
82	012-311-028-000	$18.46		127	012-340-045-000	$18.46
83	012-311-029-000	$18.46		128	012-340-046-000	$18.46
84	012-311-030-000	$18.16	HA - Madera	129	012-340-047-000	$18.46
85	012-340-003-000	$18.46		130	012-340-048-000	$18.46
86	012-340-004-000	$18.46		131	012-330-013-000	$18.46
87	012-340-005-000	$18.46		132	012-330-012-000	$18.46
88	012-340-006-000	$18.46		133	012-330-011-000	$18.46
89	012-340-007-000	$18.46		134	012-330-010-000	$18.46
90	012-340-008-000	$18.46		135	012-330-009-000	$18.46
91	012-340-009-000	$18.46		136	012-330-008-000	$18.46
92	012-340-010-000	$18.46		137	012-330-007-000	$18.46
93	012-340-011-000	$18.46		138	012-330-006-000	$18.46
94	012-340-012-000	$18.46		139	012-330-021-000	$18.46
95	012-340-013-000	$18.46		140	012-330-020-000	$18.46
96	012-340-014-000	$18.46		141	012-330-019-000	$18.46
97	012-340-015-000	$18.46		142	012-330-018-000	$18.46
98	012-340-016-000	$18.46		143	012-330-017-000	$18.46
99	012-340-017-000	$18.46		144	012-330-016-000	$18.46
100	012-340-018-000	$18.46		145	012-330-015-000	$18.46
101	012-340-019-000	$18.46		146	012-330-014-000	$18.46
102	012-340-020-000	$18.46		147	012-330-028-000	$18.46
103	012-340-021-000	$18.46		148	012-330-027-000	$18.46
104	012-340-022-000	$18.46		149	012-330-026-000	$18.46
105	012-340-023-000	$18.46		150	012-330-025-000	$18.46

Assessment Number	Assessor's Parcel Number	Assessment
106	012-340-024-000	$18.46
107	012-340-025-000	$18.46
108	012-340-026-000	$18.46
109	012-340-027-000	$18.46
110	012-340-028-000	$18.46
111	012-340-029-000	$18.46
112	012-340-030-000	$18.46
113	012-340-031-000	$18.46
114	012-340-032-000	$18.46
115	012-340-033-000	$18.46
161	012-330-043-000	$18.46
162	012-330-035-000	$18.46
163	012-330-034-000	$18.46
164	012-330-033-000	$18.46
165	012-330-032-000	$18.46
166	012-330-031-000	$18.46
167	012-330-030-000	$18.46
168	012-330-029-000	$18.46
169	012-330-072-000	$18.46
170	012-330-071-000	$18.46
171	012-330-070-000	$18.46
172	012-330-069-000	$18.46
173	012-330-068-000	$18.46
174	012-330-067-000	$18.46
175	012-330-066-000	$18.46
176	012-330-045-000	$18.46
177	012-330-046-000	$18.46
178	012-330-047-000	$18.46
179	012-330-048-000	$18.46
180	012-330-049-000	$18.46
181	012-330-065-000	$18.46
182	012-330-064-000	$18.46
183	012-330-063-000	$18.46
184	012-330-062-000	$18.46
185	012-330-061-000	$18.46
186	012-330-060-000	$18.46

Assessment Number	Assessor's Parcel Number	Assessment
151	012-330-024-000	$18.46
152	012-330-023-000	$18.46
153	012-330-022-000	$18.46
154	012-330-036-000	$18.46
155	012-330-037-000	$18.46
156	012-330-038-000	$18.46
157	012-330-039-000	$18.46
158	012-330-040-000	$18.46
159	012-330-041-000	$18.46
160	012-330-042-000	$18.46

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
187	012-330-059-000	$18.46			
188	012-330-058-000	$18.46			
189	012-330-057-000	$18.46			
190	012-330-056-000	$18.46			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
191	012-330-055-000	$18.46			
192	012-330-054-000	$18.46			
193	012-330-053-000	$18.46			
194	012-330-052-000	$18.46			
195	012-330-051-000	$18.46			
196	012-330-050-000	$18.46			
197	012-312-001-000	$20.51			
198	012-312-002-000	$20.51			
199	012-312-003-000	$20.51			
200	012-312-004-000	$20.51			
201	012-312-005-000	$20.51			
202	012-312-006-000	$20.51			
203	012-312-007-000	$20.51			
204	012-312-008-000	$20.51			
205	012-312-009-000	$20.51			
206	012-320-008-000	$576.44			
	TOTAL	$4,702.18			

To be billed via A/R
55.08

Total to County Assessor
$4,647.10

CITY OF MADERA

ZONE 9

2024-25

1.	BEGINNING FUND BALANCE				$	(1,332.84)
2.	LANDSCAPE MAINTENANCE COSTS		$	2,132.65		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	291.62		
	b.	ENGINEERING ADMINISTRATION	$	209.95		
	c.	LEGAL ADMINISTRATION	$	44.80		
	d.	FINANCE ADMINISTRATION	$	31.15		
	e.	TREE TRIMMING	$	473.00		
	f.	GAS & UTILITIES	$	158.57		
	g.	EQUIPMENT	g.	159.12		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	122.72		
	i.	MADERA COUNTY PROCESSING FEES	$	59.84		
				TOTAL COSTS:	$	3,683.42
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(2,765.46)
5.	TOTAL ASSESSMENT				$	2,250.80
6.	AVERAGE ASSESSMENT PER PARCEL				$	33.10

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 9 - ORCHARD ESTATES

TOTAL ASSESSMENT:
$2,250.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-133-040-000	$33.10	36	012-350-034-000	$33.10
2	012-133-041-000	$33.10	37	012-350-035-000	$33.10
3	012-350-001-000	$33.10	38	012-350-036-000	$33.10
4	012-350-002-000	$33.10	39	012-350-037-000	$33.10
5	012-350-003-000	$33.10	40	012-350-038-000	$33.10
6	012-350-004-000	$33.10	41	012-350-039-000	$33.10
7	012-350-005-000	$33.10	42	012-350-040-000	$33.10
8	012-350-006-000	$33.10	43	012-350-041-000	$33.10
9	012-350-007-000	$33.10	44	012-350-042-000	$33.10
10	012-350-008-000	$33.10	45	012-350-043-000	$33.10
11	012-350-009-000	$33.10	46	012-350-044-000	$33.10
12	012-350-010-000	$33.10	47	012-350-045-000	$33.10
13	012-350-011-000	$33.10	48	012-350-046-000	$33.10
14	012-350-012-000	$33.10	49	012-350-047-000	$33.10
15	012-350-013-000	$33.10	50	012-350-048-000	$33.10
16	012-350-014-000	$33.10	51	012-350-049-000	$33.10
17	012-350-015-000	$33.10	52	012-350-050-000	$33.10
18	012-350-016-000	$33.10	53	012-350-051-000	$33.10
19	012-350-017-000	$33.10	54	012-350-052-000	$33.10
20	012-350-018-000	$33.10	55	012-350-053-000	$33.10
21	012-350-019-000	$33.10	56	012-350-054-000	$33.10
22	012-350-020-000	$33.10	57	012-350-057-000	$33.10
23	012-350-021-000	$33.10	58	012-350-058-000	$33.10
24	012-350-022-000	$33.10	59	012-350-059-000	$33.10
25	012-350-023-000	$33.10	60	012-350-060-000	$33.10
26	012-350-024-000	$33.10	61	012-350-061-000	$33.10

Assessment Number	Assessor's Parcel Number	Assessment
27	012-350-025-000	$33.10
28	012-350-026-000	$33.10
29	012-350-027-000	$33.10
30	012-350-028-000	$33.10
31	012-350-029-000	$33.10
32	012-350-030-000	$33.10
33	012-350-031-000	$33.10
34	012-350-032-000	$33.10
35	012-350-033-000	$33.10
62	012-350-062-000	$33.10
63	012-350-063-000	$33.10
64	012-350-064-000	$33.10
65	012-350-065-000	$33.10
66	012-350-066-000	$33.10
67	012-350-067-000	$33.10
68	012-350-068-000	$33.10
	TOTAL	$2,250.80

CITY OF MADERA

ZONE 10A

2024-25

1.	BEGINNING FUND BALANCE				$	(1,087.48)
2.	LANDSCAPE MAINTENANCE COSTS		$	0.00		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	295.14		
	b.	ENGINEERING ADMINISTRATION	$	57.31		
	c.	LEGAL ADMINISTRATION	$	12.23		
	d.	FINANCE ADMINISTRATION	$	8.50		
	e.	TREE TRIMMING	$	358.00		
	f.	GAS & UTILITIES	$	171.98		
	g.	EQUIPMENT	g.	193.41		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i.	MADERA COUNTY PROCESSING FEES	$	10.56		
				TOTAL COSTS:	$	1,107.14
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(1,873.77)
5.	TOTAL ASSESSMENT				$	320.84
6.	AVERAGE ASSESSMENT PER PARCEL				$	26.74

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10A - VENTURI SUBDIVISION

TOTAL ASSESSMENT:
$320.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-040-000	$24.68			
2	006-460-041-000	$24.68			
3	006-460-009-000	$24.68			
4	006-460-010-000	$24.68			
5	006-460-011-000	$24.68			
6	006-460-012-000	$24.68			
7	006-460-013-000	$24.68			
8	006-460-014-000	$24.68			
9	006-460-015-000	$24.68			
10	006-460-016-000	$24.68			
11	006-460-017-000	$24.68			
12	006-460-039-000	$49.36			
	TOTAL	$320.84			

CITY OF MADERA

ZONE 10B

2024-25

1.	BEGINNING FUND BALANCE				$	1,395.61
2.	LANDSCAPE MAINTENANCE COSTS		$	51.56		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	252.18		
	b.	ENGINEERING ADMINISTRATION	$	155.44		
	c.	LEGAL ADMINISTRATION	$	33.17		
	d.	FINANCE ADMINISTRATION	$	23.06		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	2.63		
	g.	EQUIPMENT	g.	3.35		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	4.89		
	i.	MADERA COUNTY PROCESSING FEES	$	42.24		
				TOTAL COSTS:	$	703.52
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,533.54
5.	TOTAL ASSESSMENT				$	841.45
6.	AVERAGE ASSESSMENT PER PARCEL				$	17.53

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10B - PEBBLE BEACH I & II

TOTAL ASSESSMENT:
$841.45

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-460-024-000	$17.90	36	006-492-010-000	$17.90
2	006-460-025-000	$17.90	37	006-492-011-000	$17.90
3	006-460-026-000	$17.90	38	006-492-012-000	$17.90
4	006-460-027-000	$17.90	39	006-492-013-000	$17.90
5	006-460-028-000	$17.90	40	006-492-014-000	$17.90
6	006-460-029-000	$17.90	41	006-492-015-000	$17.90
7	006-460-030-000	$17.90	42	006-492-016-000	$17.90
8	006-460-031-000	$17.90	43	006-492-017-000	$17.90
9	006-491-001-000	$17.90	44	006-492-018-000	$17.90
10	006-491-002-000	$17.90	45	006-492-019-000	$17.90
11	006-491-003-000	$17.90	46	006-492-020-000	$17.90
12	006-491-004-000	$17.90	47	006-492-021-000	$17.90
13	006-491-005-000	$17.90	48	006-492-022-000	$17.90
14	006-491-006-000	$17.90			
15	006-491-007-000	$17.90		TOTAL	$841.45
16	006-491-008-000	$17.90			
17	006-491-009-000	$17.90			
18	006-491-010-000	$17.90			
19	006-491-011-000	$17.90			
20	006-491-012-000	$17.90			
21	006-491-013-000	$17.90			
22	006-491-014-000	$17.90			
23	006-491-015-000	$17.90			
24	006-491-016-000	$17.90			
25	006-491-017-000	$17.90			
26	006-491-018-000	$17.90			

27	006-492-001-000	$17.90
28	006-492-025-000	$17.90
29		$0.00
30	006-492-004-000	$17.90
31	006-492-005-000	$17.90
32	00-6492-006-000	$17.90
33	006-492-007-000	$17.90
34	006-492-008-000	$17.90
35	006-492-009-000	$17.90

CITY OF MADERA

ZONE 10C

2024-25

1.	BEGINNING FUND BALANCE				$	796.36
2.	LANDSCAPE MAINTENANCE COSTS		$	513.81		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	256.91		
	b.	ENGINEERING ADMINISTRATION	$	160.89		
	c.	LEGAL ADMINISTRATION	$	34.33		
	d.	FINANCE ADMINISTRATION	$	23.87		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	24.13		
	g.	EQUIPMENT	g.	44.49		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	44.96		
	i.	MADERA COUNTY PROCESSING FEES	$	44.00		
				TOTAL COSTS:	$	1,282.39
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					747.96
5.	TOTAL ASSESSMENT				$	1,234.00
6.	AVERAGE ASSESSMENT PER PARCEL					24.68

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10C - PEBBLE BEACH III & IV

TOTAL ASSESSMENT:
$1,234.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-493-001-000	$24.68	36	006-494-015-000	$24.68
2	006-493-002-000	$24.68	37	006-494-016-000	$24.68
3	006-493-003-000	$24.68	38	006-494-017-000	$24.68
4	006-493-004-000	$24.68	39	006-494-018-000	$24.68
5	006-493-005-000	$24.68	40	006-494-019-000	$24.68
6	006-493-006-000	$24.68	41	006-494-020-000	$24.68
7	006-493-007-000	$24.68	42	006-494-021-000	$24.68
8	006-493-008-000	$24.68	43	006-494-022-000	$24.68
9	006-493-009-000	$24.68	44	006-494-023-000	$24.68
10	006-493-010-000	$24.68	45	006-494-024-000	$24.68
11	006-493-011-000	$24.68	46	006-494-025-000	$24.68
12	006-493-012-000	$24.68	47	006-494-026-000	$24.68
13	006-493-013-000	$24.68	48	006-494-027-000	$24.68
14	006-493-014-000	$24.68	49	006-494-028-000	$24.68
15	006-493-015-000	$24.68	50	006-494-029-000	$24.68
16	006-493-016-000	$24.68		TOTAL	$1,234.00
17	006-493-017-000	$24.68			
18	006-493-018-000	$24.68			
19	006-493-019-000	$24.68			
20	006-493-020-000	$24.68			
21	006-493-021-000	$24.68			
22	006-494-001-000	$24.68			
23	006-494-002-000	$24.68			
24	006-494-003-000	$24.68			
25	006-494-004-000	$24.68			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
26	006-494-005-000	$24.68			
27	006-494-006-000	$24.68			
28	006-494-007-000	$24.68			
29	006-494-008-000	$24.68			
30	006-494-009-000	$24.68			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
31	006-494-010-000	$24.68			
32	006-494-011-000	$24.68			
33	006-494-012-000	$24.68			
34	006-494-013-000	$24.68			
35	006-494-014-000	$24.68			

CITY OF MADERA

ZONE 10D

2024-25

1.	BEGINNING FUND BALANCE				$	(492.14)
2.	LANDSCAPE MAINTENANCE COSTS		$	308.28		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	253.47		
	b.	ENGINEERING ADMINISTRATION	$	98.20		
	c.	LEGAL ADMINISTRATION	$	20.95		
	d.	FINANCE ADMINISTRATION	$	14.57		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	14.48		
	g.	EQUIPMENT	g.	21.69		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	26.99		
	i.	MADERA COUNTY PROCESSING FEES	$	23.76		
				TOTAL COSTS:	$	917.40
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(815.01)
5.	TOTAL ASSESSMENT				$	594.52
6.	AVERAGE ASSESSMENT PER PARCEL					22.02

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10D - PEBBLE BEACH V

TOTAL ASSESSMENT:
$594.52

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-495-001-000	$22.16			
2	006-495-002-000	$22.16			
3	006-495-003-000	$22.16			
4	006-495-004-000	$22.16			
5	006-495-005-000	$22.16			
6	006-495-006-000	$22.16			
7	006-495-007-000	$22.16			
8	006-495-008-000	$22.16			
9	006-495-009-000	$22.16			
10	006-495-010-000	$22.16			
11	006-495-011-000	$22.16			
12	006-495-012-000	$22.16			
13	006-495-013-000	$22.16			
14	006-495-014-000	$22.16			
15	006-495-015-000	$22.16			
16	006-495-036-000	$20.74			
17	006-495-018-000	$22.16			
18	006-495-019-000	$22.16			
19	006-495-020-000	$22.16			
20	006-495-021-000	$22.16			
21	006-495-022-000	$22.16			
22	006-495-023-000	$22.16			
23	006-495-035-000	$22.08			
24	006-495-026-000	$22.16			
25	006-495-034-000	$19.86			
26	006-495-029-000	$22.16			
27	006-495-030-000	$22.16			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
TOTAL		$594.52			

CITY OF MADERA

ZONE 10E

2024-25

1.	BEGINNING FUND BALANCE				$	3.25
2.	LANDSCAPE MAINTENANCE COSTS		$	351.86		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	255.98		
	b.	ENGINEERING ADMINISTRATION	$	84.57		
	c.	LEGAL ADMINISTRATION	$	18.05		
	d.	FINANCE ADMINISTRATION	$	12.55		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	16.66		
	g.	EQUIPMENT	g.	38.09		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	31.05		
	i.	MADERA COUNTY PROCESSING FEES	$	19.36		
				TOTAL COSTS:	$	963.16
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					97.93
5.	TOTAL ASSESSMENT				$	1,057.84
6.	AVERAGE ASSESSMENT PER PARCEL					48.08

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10E - PEBBLE BEACH VI

TOTAL ASSESSMENT:
$1,057.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-076-000	$48.08			
3	006-496-077-000	$48.08			
5	006-496-078-000	$48.08			
7	006-496-079-000	$48.08			
9	006-496-080-000	$48.08			
11	006-496-081-000	$48.08			
13	006-496-082-000	$48.08			
15	006-496-083-000	$48.08			
17	006-496-084-000	$48.08			
19	006-496-019-000	$48.08			
20	006-496-020-000	$48.08			
21	006-496-021-000	$48.08			
22	006-496-022-000	$48.08			
23	006-496-023-000	$48.08			
24	006-496-024-000	$48.08			
25	006-496-025-000	$48.08			
26	006-496-026-000	$48.08			
27	006-496-027-000	$48.08			
28	006-496-028-000	$48.08			
29	006-496-029-000	$48.08			
30	006-496-030-000	$48.08			
31	006-496-031-000	$48.08			

TOTAL ASSESSMENT TO COUNTY: $1,057.76

CITY OF MADERA

ZONE 10F

2024-25

1.	BEGINNING FUND BALANCE				$	1,740.22
2.	LANDSCAPE MAINTENANCE COSTS		$	465.36		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	257.62		
	b.	ENGINEERING ADMINISTRATION	$	136.36		
	c.	LEGAL ADMINISTRATION	$	29.10		
	d.	FINANCE ADMINISTRATION	$	20.23		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	22.04		
	g.	EQUIPMENT	g.	30.22		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	41.06		
	i.	MADERA COUNTY PROCESSING FEES	$	36.08		
				TOTAL COSTS:	$	1,173.06
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,578.46
5.	TOTAL ASSESSMENT				$	1,011.04
6.	AVERAGE ASSESSMENT PER PARCEL					24.67

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 F - PEBBLE BEACH VII

TOTAL ASSESSMENT:
$1,011.04

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-496-034-000	$24.66	36	006-496-069-000	$24.66
2	006-496-035-000	$24.66	37	006-496-070-000	$24.66
3	006-496-036-000	$24.66	38	006-496-071-000	$24.66
4	006-496-037-000	$24.66	39	006-496-072-000	$24.66
5	006-496-038-000	$24.66	40	006-496-073-000	$24.66
6	006-496-039-000	$24.66	41	006-496-074-000	$24.66
7	006-496-040-000	$24.66			
8	006-496-041-000	$24.66		TOTAL	$1,011.06
9	006-496-042-000	$24.66			
10	006-496-043-000	$24.66			
11	006-496-044-000	$24.66			
12	006-496-045-000	$24.66			
13	006-496-046-000	$24.66			
14	006-496-047-000	$24.66			
15	006-496-048-000	$24.66			
16	006-496-049-000	$24.66			
17	006-496-050-000	$24.66			
18	006-496-051-000	$24.66			
19	006-496-052-000	$24.66			
20	006-496-053-000	$24.66			
21	006-496-054-000	$24.66			
22	006-496-055-000	$24.66			
23	006-496-056-000	$24.66			
24	006-496-057-000	$24.66			
25	006-496-058-000	$24.66			
26	006-496-059-000	$24.66			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	006-496-060-000	$24.66			
28	006-496-061-000	$24.66			
29	006-496-062-000	$24.66			
30	006-496-063-000	$24.66			
31	006-496-064-000	$24.66			
32	006-496-065-000	$24.66			
33	006-496-066-000	$24.66			
34	006-496-067-000	$24.66			
35	006-496-068-000	$24.66			

CITY OF MADERA

ZONE 10G

2024-25

1.	BEGINNING FUND BALANCE				$	(510.83)
2.	LANDSCAPE MAINTENANCE COSTS		$	1,028.50		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	257.62		
	b.	ENGINEERING ADMINISTRATION	$	149.99		
	c.	LEGAL ADMINISTRATION	$	32.00		
	d.	FINANCE ADMINISTRATION	$	22.25		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	50.59		
	g.	EQUIPMENT	g.	60.12		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	68.41		
	i.	MADERA COUNTY PROCESSING FEES	$	40.48		
				TOTAL COSTS:	$	1,844.96
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(810.19)
5.	TOTAL ASSESSMENT				$	1,545.13
6.	AVERAGE ASSESSMENT PER PARCEL					33.60

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10G - PEBBLE BEACH VIII

TOTAL ASSESSMENT:
$1,545.13

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-497-001-000	$33.59	36	006-497-036-000	$33.59
2	006-497-002-000	$33.59	37	006-497-037-000	$33.59
3	006-497-003-000	$33.59	38	006-497-038-000	$33.59
4	006-497-004-000	$33.59	39	006-497-039-000	$33.59
5	006-497-005-000	$33.59	40	006-497-040-000	$33.59
6	006-497-006-000	$33.59	41	006-497-041-000	$33.59
7	006-497-007-000	$33.59	42	006-497-042-000	$33.59
8	006-497-008-000	$33.59	43	006-497-043-000	$33.59
9	006-497-009-000	$33.59	44	006-497-044-000	$33.59
10	006-497-010-000	$33.59	45	006-497-045-000	$33.59
11	006-497-011-000	$33.59	46	006-497-046-000	$33.59
12	006-497-012-000	$33.59			
13	006-497-013-000	$33.59		TOTAL	$1,545.13
14	006-497-014-000	$33.59			
15	006-497-015-000	$33.59			
16	006-497-016-000	$33.59			
17	006-497-017-000	$33.59			
18	006-497-018-000	$33.59			
19	006-497-019-000	$33.59			
20	006-497-020-000	$33.59			
21	006-497-021-000	$33.59			
22	006-497-022-000	$33.59			
23	006-497-023-000	$33.59			
24	006-497-024-000	$33.59			
25	006-497-025-000	$33.59			
26	006-497-026-000	$33.59			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	006-497-027-000	$33.59			
28	006-497-028-000	$33.59			
29	006-497-029-000	$33.59			
30	006-497-030-000	$33.59			
31	006-497-031-000	$33.59			
32	006-497-032-000	$33.59			
33	006-497-033-000	$33.59			
34	006-497-034-000	$33.59			
35	006-497-035-000	$33.59			

CITY OF MADERA

ZONE 10H

2024-25

1.	BEGINNING FUND BALANCE				$	(913.17)
2.	LANDSCAPE MAINTENANCE COSTS		$	1,467.31		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	261.22		
	b.	ENGINEERING ADMINISTRATION	$	169.07		
	c.	LEGAL ADMINISTRATION	$	36.08		
	d.	FINANCE ADMINISTRATION	$	25.08		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	72.71		
	g.	EQUIPMENT	g.	169.42		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	135.48		
	i.	MADERA COUNTY PROCESSING FEES	$	46.64		
				TOTAL COSTS:	$	2,518.01
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(1,623.22)
5.	TOTAL ASSESSMENT				$	1,807.42
6.	AVERAGE ASSESSMENT PER PARCEL					34.11

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 H - PEBBLE BEACH IX

TOTAL ASSESSMENT:
$1,807.42

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-498-001-000	$34.10	36	006-498-036-000	$34.10
2	006-498-002-000	$34.10	37	006-498-037-000	$34.10
3	006-498-003-000	$34.10	38	006-498-038-000	$34.10
4	006-498-004-000	$34.10	39	006-498-039-000	$34.10
5	006-498-005-000	$34.10	40	006-498-040-000	$34.10
6	006-498-006-000	$34.10	41	006-498-041-000	$34.10
7	006-498-007-000	$34.10	42	006-498-042-000	$34.10
8	006-498-008-000	$34.10	43	006-498-043-000	$34.10
9	006-498-009-000	$34.10	44	006-498-044-000	$34.10
10	006-498-010-000	$34.10	45	006-498-045-000	$34.10
11	006-498-011-000	$34.10	46	006-498-046-000	$34.10
12	006-498-012-000	$34.10	47	006-498-047-000	$34.10
13	006-498-013-000	$34.10	48	006-498-048-000	$34.10
14	006-498-014-000	$34.10	49	006-498-049-000	$34.10
15	006-498-015-000	$34.10	50	006-498-050-000	$34.10
16	006-498-016-000	$34.10	51	006-498-051-000	$34.10
17	006-498-017-000	$34.10	52	006-498-052-000	$34.10
18	006-498-018-000	$34.10	53	006-498-053-000	$34.10
19	006-498-019-000	$34.10			
20	006-498-020-000	$34.10		TOTAL	$1,807.42
21	006-498-021-000	$34.10			
22	006-498-022-000	$34.10			
23	006-498-023-000	$34.10			
24	006-498-024-000	$34.10			
25	006-498-025-000	$34.10			
26	006-498-026-000	$34.10			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	006-498-027-000	$34.10			
28	006-498-028-000	$34.10			
29	006-498-029-000	$34.10			
30	006-498-030-000	$34.10			
31	006-498-031-000	$34.10			
32	006-498-032-000	$34.10			
33	006-498-033-000	$34.10			
34	006-498-034-000	$34.10			
35	006-498-035-000	$34.10			

CITY OF MADERA

ZONE 10I

2024-25

1.	BEGINNING FUND BALANCE				$	122.27
2.	LANDSCAPE MAINTENANCE COSTS		$	0.00		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	258.46		
	b.	ENGINEERING ADMINISTRATION	$	84.57		
	c.	LEGAL ADMINISTRATION	$	18.05		
	d.	FINANCE ADMINISTRATION	$	12.55		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	10.62		
	g.	EQUIPMENT	g.	19.34		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	19.80		
	i.	MADERA COUNTY PROCESSING FEES	$	19.36		
				TOTAL COSTS:	$	577.73
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					325.04
5.	TOTAL ASSESSMENT				$	780.28
6.	AVERAGE ASSESSMENT PER PARCEL					35.48

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 10 I - PEBBLE BEACH X

TOTAL ASSESSMENT:
$780.28

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-499-001-000	$35.47			
2	006-499-002-000	$35.47			
3	006-499-003-000	$35.47			
4	006-499-004-000	$35.47			
5	006-499-005-000	$35.47			
6	006-499-006-000	$35.47			
7	006-499-007-000	$35.47			
8	006-499-008-000	$35.47			
9	006-499-009-000	$35.47			
10	006-499-010-000	$35.47			
11	006-499-011-000	$35.47			
12	006-499-012-000	$35.47			
13	006-499-013-000	$35.47			
14	006-499-014-000	$35.47			
15	006-499-015-000	$35.47			
16	006-499-016-000	$35.47			
17	006-499-017-000	$35.47			
18	006-499-018-000	$35.47			
19	006-499-019-000	$35.47			
20	006-499-020-000	$35.47			
21	006-499-021-000	$35.47			
22	006-499-022-000	$35.47			
	TOTAL	$780.28			

CITY OF MADERA

ZONE 12

2024-25

1.	BEGINNING FUND BALANCE			$	1,687.21
2.	LANDSCAPE MAINTENANCE COSTS	$	32,123.32		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	591.84		
	b. ENGINEERING ADMINISTRATION	$	239.93		
	c. LEGAL ADMINISTRATION	$	51.20		
	d. FINANCE ADMINISTRATION	$	35.60		
	e. TREE TRIMMING	$	3,848.00		
	f. GAS & UTILITIES	$	1,302.37		
	g. EQUIPMENT	g.	1,320.28		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	81.82		
	i. MADERA COUNTY PROCESSING FEES	$	69.52		
			TOTAL COSTS:	$	39,663.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(11,954.07)
5.	TOTAL ASSESSMENT			$	26,022.60
6.	AVERAGE ASSESSMENT PER PARCEL				329.40

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 12 - FRENCH COVE 1 & 2

TOTAL ASSESSMENT:
$26,022.60

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-470-001-000	$329.40	36	006-480-049-000	$329.40
2	006-470-002-000	$329.40	37	006-480-004-000	$329.40
3	006-470-003-000	$329.40	38	006-480-005-000	$329.40
4	006-470-004-000	$329.40	39	006-480-006-000	$329.40
5	006-470-005-000	$329.40	40	006-480-007-000	$329.40
6	006-470-006-000	$329.40	41	006-480-008-000	$329.40
7	006-470-007-000	$329.40	42	006-480-009-000	$329.40
8	006-470-008-000	$329.40	43	006-480-010-000	$329.40
9	006-470-037-000	$329.40	44	006-480-011-000	$329.40
10	006-470-038-000	$329.40	45	006-480-012-000	$329.40
11	006-470-039-000	$329.40	46	006-480-013-000	$329.40
12	006-470-040-000	$329.40	47	006-480-014-000	$329.40
13	006-470-041-000	$329.40	48	006-480-015-000	$329.40
14	006-470-042-000	$329.40	49	006-480-016-000	$329.40
15	006-470-016-000	$329.40	50	006-480-017-000	$329.40
16	006-470-017-000	$329.40	51	006-480-018-000	$329.40
17	006-470-018-000	$329.40	52	006-480-019-000	$329.40
18	006-470-019-000	$329.40	53	006-480-020-000	$329.40
19	006-470-020-000	$329.40	54	006-480-021-000	$329.40
20	006-470-021-000	$329.40	55	006-480-022-000	$329.40
21	006-470-022-000	$329.40	56	006-480-023-000	$329.40
22	006-470-043-000	$329.40	57	006-480-024-000	$329.40
23	006-470-044-000	$329.40	58	006-480-025-000	$329.40
24	006-470-045-000	$329.40	59	006-480-026-000	$329.40
25	006-470-046-000	$329.40	60	006-480-027-000	$329.40
26	006-470-047-000	$329.40	61	006-480-028-000	$329.40

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	006-470-029-000	$329.40	62	006-480-029-000	$329.40
28	006-470-030-000	$329.40	63	006-480-030-000	$329.40
29	006-470-031-000	$329.40	64	006-480-032-000	$329.40
30	006-470-032-000	$329.40	65	006-480-033-000	$329.40
31	006-470-033-000	$329.40	66	006-480-034-000	$329.40
32	006-470-034-000	$329.40	67	006-480-035-000	$329.40
33	006-470-035-000	$329.40	68	006-480-036-000	$329.40
34	006-480-001-000	$329.40	69	006-480-037-000	$329.40
35	006-480-002-000	$329.40	70	006-480-038-000	$329.40

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	006-480-039-000	$329.40			
72	006-480-040-000	$329.40			
73	006-480-041-000	$329.40			
74	006-480-042-000	$329.40			
75	006-480-043-000	$329.40			
76	006-480-044-000	$329.40			
77	006-480-045-000	$329.40			
78	006-480-046-000	$329.40			
79	006-480-047-000	$329.40			
	TOTAL	$26,022.60			

CITY OF MADERA

ZONE 13

2024-25

1.	BEGINNING FUND BALANCE				$	(2,633.95)
2.	LANDSCAPE MAINTENANCE COSTS		$	5,096.09		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	381.33		
	b.	ENGINEERING ADMINISTRATION	$	209.95		
	c.	LEGAL ADMINISTRATION	$	44.80		
	d.	FINANCE ADMINISTRATION	$	31.15		
	e.	TREE TRIMMING	$	225.00		
	f.	GAS & UTILITIES	$	1,904.99		
	g.	EQUIPMENT	g.	212.75		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	122.72		
	i.	MADERA COUNTY PROCESSING FEES	$	59.84		
				TOTAL COSTS:	$	8,288.61
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(4,969.57)
5.	TOTAL ASSESSMENT				$	5,952.31
6.	AVERAGE ASSESSMENT PER PARCEL					87.54

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 13 - LAS PALMAS ESTATES 1, 2, 3, & 4

TOTAL ASSESSMENT:
$5,952.31

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-310-001-000	$87.53	26	011-310-027-000	$87.53
2	011-310-002-000	$87.53	27	011-310-028-000	$87.53
3	011-310-003-000	$87.53	28	011-310-029-000	$87.53
4	011-310-004-000	$87.53	29	011-310-030-000	$87.53
5	011-310-005-000	$87.53	30	011-310-031-000	$87.53
6	011-310-006-000	$87.53	31	011-310-032-000	$87.53
7	011-310-007-000	$87.53	32	011-310-033-000	$87.53
8	011-310-008-000	$87.53	33	011-310-034-000	$87.53
9	011-310-009-000	$87.53	34	011-310-035-000	$87.53
10	011-310-010-000	$87.53	35	011-310-036-000	$87.53
11	011-310-011-000	$87.53	36	011-310-037-000	$87.53
12	011-310-012-000	$87.53	37	011-310-038-000	$87.53
13	011-310-013-000	$87.53	38	011-310-039-000	$87.53
14	011-310-014-000	$87.53	39	011-310-040-000	$87.53
15	011-310-015-000	$87.53	40	011-310-041-000	$87.53
16	011-310-016-000	$87.53	41	011-310-042-000	$87.53
17	011-310-017-000	$87.53	42	011-310-043-000	$87.53
18	011-310-018-000	$87.53	43	011-310-044-000	$87.53
19	011-310-019-000	$87.53	44	011-310-045-000	$87.53
20	011-310-020-000	$87.53	45	011-310-046-000	$87.53
21	011-310-021-000	$87.53	46	011-310-047-000	$87.53
22	011-310-022-000	$87.53	47	011-310-048-000	$87.53
23	011-310-024-000	$87.53	48	011-310-049-000	$87.53
24	011-310-025-000	$87.53	49	011-310-055-000	$87.53
25	011-310-026-000	$87.53	50	011-310-056-000	$87.53

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
51	011-310-057-000	$87.53			
52	011-310-058-000	$87.53			
53	011-310-059-000	$87.53			
54	011-310-060-000	$87.53			
55	011-310-061-000	$87.53			
56	011-310-062-000	$87.53			
57	011-310-063-000	$87.53			
58	011-310-068-000	$87.53			
59	011-310-069-000	$87.53			
60	011-310-070-000	$87.53			
61	011-310-071-000	$87.53			
62	011-310-072-000	$87.53			
63	011-310-073-000	$87.53			
64	011-310-074-000	$87.53			
65	011-310-075-000	$87.53			
66	011-310-076-000	$87.53			
67	011-310-077-000	$87.53			
68	011-310-078-000	$87.53			
	TOTAL	$5,952.31			

CITY OF MADERA

ZONE 14

.

2024-25

1.	BEGINNING FUND BALANCE			$	165.56
2.	LANDSCAPE MAINTENANCE COSTS	$	1,812.32		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	301.43		
	b. ENGINEERING ADMINISTRATION	$	338.06		
	c. LEGAL ADMINISTRATION	$	72.14		
	d. FINANCE ADMINISTRATION	$	50.15		
	e. TREE TRIMMING	$	540.00		
	f. GAS & UTILITIES	$	195.95		
	g. EQUIPMENT	g.	165.19		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	50.40		
	i. MADERA COUNTY PROCESSING FEES	$	101.20		
			TOTAL COSTS:	$	3,626.86
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(510.40)
5.	TOTAL ASSESSMENT			$	2,950.90
6.	AVERAGE ASSESSMENT PER PARCEL				25.66

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 14 - CAPISTRANO 1 & 2

TOTAL ASSESSMENT:
$2,950.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-380-001-000	$25.66	36	012-380-036-000	$25.66
2	012-380-002-000	$25.66	37	012-380-037-000	$25.66
3	012-380-003-000	$25.66	38	012-380-038-000	$25.66
4	012-380-004-000	$25.66	39	012-380-039-000	$25.66
5	012-380-005-000	$25.66	40	012-380-040-000	$25.66
6	012-380-006-000	$25.66	41	012-380-041-000	$25.66
7	012-380-007-000	$25.66	42	012-380-042-000	$25.66
8	012-380-008-000	$25.66	43	012-380-043-000	$25.66
9	012-380-009-000	$25.66	44	012-380-044-000	$25.66
10	012-380-010-000	$25.66	45	012-380-045-000	$25.66
11	012-380-011-000	$25.66	46	012-380-046-000	$25.66
12	012-380-012-000	$25.66	47	012-380-047-000	$25.66
13	012-380-013-000	$25.66	48	012-380-048-000	$25.66
14	012-380-014-000	$25.66	49	012-380-049-000	$25.66
15	012-380-015-000	$25.66	50	012-380-050-000	$25.66
16	012-380-016-000	$25.66	51	012-380-051-000	$25.66
17	012-380-017-000	$25.66	52	012-380-052-000	$25.66
18	012-380-018-000	$25.66	53	012-380-053-000	$25.66
19	012-380-019-000	$25.66	54	012-381-001-000	$25.66
20	012-380-020-000	$25.66	55	012-381-002-000	$25.66
21	012-380-021-000	$25.66	56	012-381-003-000	$25.66
22	012-380-022-000	$25.66	57	012-381-004-000	$25.66
23	012-380-023-000	$25.66	58	012-381-005-000	$25.66
24	012-380-024-000	$25.66	59	012-381-006-000	$25.66
25	012-380-025-000	$25.66	60	012-381-007-000	$25.66
26	012-380-026-000	$25.66	61	012-381-008-000	$25.66

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	012-380-027-000	$25.66	62	012-381-009-000	$25.66
28	012-380-028-000	$25.66	63	012-381-010-000	$25.66
29	012-380-029-000	$25.66	64	012-381-011-000	$25.66
30	012-380-030-000	$25.66	65	012-381-012-000	$25.66
31	012-380-031-000	$25.66	66	012-381-013-000	$25.66
32	012-380-032-000	$25.66	67	012-381-014-000	$25.66
33	012-380-033-000	$25.66	68	012-381-015-000	$25.66
34	012-380-034-000	$25.66	69	012-381-016-000	$25.66
35	012-380-035-000	$25.66	70	012-381-017-000	$25.66

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-381-018-000	$25.66			
72	012-381-019-000	$25.66			
73	012-381-020-000	$25.66			
74	012-381-021-000	$25.66			
75	012-381-022-000	$25.66			
76	012-381-023-000	$25.66			
77	012-381-024-000	$25.66			
78	012-381-025-000	$25.66			
79	012-381-026-000	$25.66			
80	012-381-027-000	$25.66			
81	012-381-028-000	$25.66			
82	012-381-029-000	$25.66			
83	012-381-030-000	$25.66			
84	012-381-031-000	$25.66			
85	012-381-032-000	$25.66			
86	012-381-033-000	$25.66			
87	012-381-034-000	$25.66			
88	012-381-035-000	$25.66			
89	012-381-036-000	$25.66			
90	012-381-037-000	$25.66			
91	012-381-038-000	$25.66			
92	012-381-039-000	$25.66			
93	012-381-040-000	$25.66			
94	012-381-041-000	$25.66			
95	012-381-042-000	$25.66			
96	012-381-043-000	$25.66			
97	012-381-044-000	$25.66			
98	012-381-045-000	$25.66			
99	012-381-046-000	$25.66			
100	012-381-047-000	$25.66			
101	012-381-048-000	$25.66			
102	012-381-049-000	$25.66			
103	012-381-050-000	$25.66			
104	012-381-051-000	$25.66			
105	012-381-052-000	$25.66			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
106	012-381-053-000	$25.66			
107	012-381-054-000	$25.66			
108	012-381-055-000	$25.66			
109	012-381-056-000	$25.66			
110	012-381-057-000	$25.66			
111	012-381-058-000	$25.66			
112	012-381-059-000	$25.66			
113	012-381-060-000	$25.66			
114	012-381-061-000	$25.66			
115	012-381-062-000	$25.66			
	TOTAL	$2,950.90			

CITY OF MADERA

ZONE 15

.

2024-25

1.	BEGINNING FUND BALANCE				$	7,082.36
2.	LANDSCAPE MAINTENANCE COSTS		$	728.13		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	258.73		
	b.	ENGINEERING ADMINISTRATION	$	76.39		
	c.	LEGAL ADMINISTRATION	$	16.30		
	d.	FINANCE ADMINISTRATION	$	11.33		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	242.59		
	g.	EQUIPMENT	g.	182.38		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	91.72		
	i.	MADERA COUNTY PROCESSING FEES	$	16.72		
				TOTAL COSTS:	$	1,624.28
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					9,053.26
5.	TOTAL ASSESSMENT				$	3,595.14
6.	AVERAGE ASSESSMENT PER PARCEL					189.22

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15 - CLINTON / ELM RANCHOS 1

TOTAL ASSESSMENT:
$3,595.14

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-027-000	$189.22			
2	008-082-028-000	$189.22			
3	008-082-029-000	$189.22			
4	008-082-030-000	$189.22			
5	008-082-031-000	$189.22			
6	008-082-032-000	$189.22			
7	008-082-033-000	$189.22			
8	008-082-034-000	$189.22			
9	008-082-035-000	$189.22			
10	008-082-036-000	$189.22			
11	008-082-037-000	$189.22			
12	008-082-038-000	$189.22			
13	008-082-039-000	$189.22			
14	008-082-040-000	$189.22			
15	008-082-041-000	$189.22			
16	008-082-042-000	$189.22			
17	008-082-043-000	$189.22			
18	008-082-044-000	$189.22			
19	008-082-045-000	$189.22			
	Total	$3,595.14			

CITY OF MADERA

ZONE 15B

.

2024-25

1.	BEGINNING FUND BALANCE			$	(675.78)
2.	LANDSCAPE MAINTENANCE COSTS	$	429.01		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	258.73		
	b. ENGINEERING ADMINISTRATION	$	51.86		
	c. LEGAL ADMINISTRATION	$	11.07		
	d. FINANCE ADMINISTRATION	$	7.69		
	e. TREE TRIMMING	$	0.00		
	f. GAS & UTILITIES	$	33.24		
	g. EQUIPMENT	g.	19.20		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	48.29		
	I. MADERA COUNTY PROCESSING FEES	$	8.80		
			TOTAL COSTS:	$	867.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,263.67)
5.	TOTAL ASSESSMENT			$	280.00
6.	AVERAGE ASSESSMENT PER PARCEL				28.00

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15B - CLINTON / ELM RANCHOS 2

TOTAL ASSESSMENT:
$280.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-046-000	$28.00			
2	008-082-047-000	$28.00			
3	008-082-048-000	$28.00			
4	008-082-049-000	$28.00			
5	008-082-050-000	$28.00			
6	008-082-051-000	$28.00			
7	008-082-052-000	$28.00			
8	008-082-053-000	$28.00			
9	008-082-054-000	$28.00			
10	008-082-055-000	$28.00			
	TOTAL	$280.00			

CITY OF MADERA

ZONE 15C

.

2024-25

1.	BEGINNING FUND BALANCE				$	51.98
2.	LANDSCAPE MAINTENANCE COSTS		$	385.42		
3	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	258.73		
	b.	ENGINEERING ADMINISTRATION	$	54.59		
	c.	LEGAL ADMINISTRATION	$	11.65		
	d.	FINANCE ADMINISTRATION	$	8.10		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	33.24		
	g.	EQUIPMENT	g.	21.12		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	53.11		
	i.	MADERA COUNTY PROCESSING FEES	$	9.68		
				TOTAL COSTS:	$	835.62
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(31.25)
5.	TOTAL ASSESSMENT				$	752.33
6.	AVERAGE ASSESSMENT PER PARCEL					68.40

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 15C - CLINTON / ELM RANCHOS 3

TOTAL ASSESSMENT:
$752.33

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-082-058-000	$68.39			
2	008-082-059-000	$68.39			
3	008-082-060-000	$68.39			
4	008-082-061-000	$68.39			
5	008-082-062-000	$68.39			
6	008-082-063-000	$68.39			
7	008-082-064-000	$68.39			
8	008-082-065-000	$68.39			
9	008-082-066-000	$68.39			
10	008-082-067-000	$68.39			
11	008-082-068-000	$68.39			
	TOTAL	$752.33			

CITY OF MADERA

ZONE 16

.

2024-25

1.	BEGINNING FUND BALANCE			$	(530.26)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,740.75		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	309.40		
	b. ENGINEERING ADMINISTRATION	$	90.02		
	c. LEGAL ADMINISTRATION	$	19.21		
	d. FINANCE ADMINISTRATION	$	13.35		
	e. TREE TRIMMING	$	630.00		
	f. GAS & UTILITIES	$	393.45		
	g. EQUIPMENT	g.	193.41		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	1,131.99		
	I. MADERA COUNTY PROCESSING FEES	$	21.12		
			TOTAL COSTS:	$	5,542.70
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,713.12)
5.	TOTAL ASSESSMENT			$	4,359.84
6.	AVERAGE ASSESSMENT PER PARCEL				181.66

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 16 - SUGAR PINE

TOTAL ASSESSMENT:
$4,359.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-093-001-000	$181.66			
2	008-093-002-000	$181.66			
3	008-093-003-000	$181.66			
4	008-093-004-000	$181.66			
5	008-093-005-000	$181.66			
6	008-093-006-000	$181.66			
7	008-093-007-000	$181.66			
8	008-093-008-000	$181.66			
9	008-093-009-000	$181.66			
10	008-093-010-000	$181.66			
11	008-093-011-000	$181.66			
12	008-093-012-000	$181.66			
13	008-093-013-000	$181.66			
14	008-093-014-000	$181.66			
15	008-093-015-000	$181.66			
16	008-093-016-000	$181.66			
17	008-093-017-000	$181.66			
18	008-093-018-000	$181.66			
19	008-093-019-000	$181.66			
20	008-093-020-000	$181.66			
21	008-093-021-000	$181.66			
22	008-093-022-000	$181.66			
23	008-093-023-000	$181.66			
24	008-093-024-000	$181.66			
	TOTAL	$4,359.84			

CITY OF MADERA

ZONE 17A

.

2024-25

1.	BEGINNING FUND BALANCE			$	(1,165.70)
2.	LANDSCAPE MAINTENANCE COSTS	$	10,470.73		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	312.84		
	b. ENGINEERING ADMINISTRATION	$	291.72		
	c. LEGAL ADMINISTRATION	$	62.25		
	d. FINANCE ADMINISTRATION	$	43.28		
	e. TREE TRIMMING	$	675.00		
	f. GAS & UTILITIES	$	239.40		
	g. EQUIPMENT	g.	296.58		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	115.20		
	I. MADERA COUNTY PROCESSING FEES	$	86.24		
			TOTAL COSTS:	$	12,593.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(7,107.09)
5.	TOTAL ASSESSMENT			$	6,650.87
6.	AVERAGE ASSESSMENT PER PARCEL				67.88

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17A - CAPISTRANO X, PHASE 1 & 2

TOTAL ASSESSMENT:
$6,650.87

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-450-011-000	$67.87	36	009-450-049-000	$67.87
2	009-450-012-000	$67.87	37	009-450-050-000	$67.87
3	009-450-013-000	$67.87	38	009-450-051-000	$67.87
4	009-450-014-000	$67.87	39	009-450-052-000	$67.87
5	009-450-015-000	$67.87	40	009-450-053-000	$67.87
6	009-450-016-000	$67.87	41	009-451-001-000	$67.87
7	009-450-017-000	$67.87	42	009-451-002-000	$67.87
8	009-450-018-000	$67.87	43	009-451-003-000	$67.87
9	009-450-019-000	$67.87	44	009-451-004-000	$67.87
10	009-450-020-000	$67.87	45	009-451-005-000	$67.87
11	009-450-021-000	$67.87	46	009-451-006-000	$67.87
12	009-450-022-000	$67.87	47	009-451-007-000	$67.87
13	009-450-023-000	$67.87	48	009-451-008-000	$67.87
14	009-450-024-000	$67.87	49	009-451-009-000	$67.87
15	009-450-025-000	$67.87	50	009-451-010-000	$67.87
16	009-450-026-000	$67.87	51	009-451-011-000	$67.87
17	009-450-027-000	$67.87	52	009-451-012-000	$67.87
18	009-450-028-000	$67.87	53	009-451-013-000	$67.87
19	009-450-029-000	$67.87	54	009-451-014-000	$67.87
20	009-450-030-000	$67.87	55	009-451-015-000	$67.87
21	009-450-031-000	$67.87	56	009-451-016-000	$67.87
22	009-450-032-000	$67.87	57	009-451-017-000	$67.87
23	009-450-033-000	$67.87	58	009-451-018-000	$67.87
24	009-450-034-000	$67.87	59	009-451-019-000	$67.87
25	009-450-035-000	$67.87	60	009-451-020-000	$67.87
26	009-450-036-000	$67.87	61	009-451-021-000	$67.87

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	009-450-037-000	$67.87	62	009-451-022-000	$67.87
28	009-450-038-000	$67.87	63	009-451-023-000	$67.87
29	009-450-039-000	$67.87	64	009-451-024-000	$67.87
30	009-450-040-000	$67.87	65	009-451-025-000	$67.87
31	009-450-044-000	$67.87	66	009-451-026-000	$67.87
32	009-450-045-000	$67.87	67	009-451-027-000	$67.87
33	009-450-046-000	$67.87	68	009-451-028-000	$67.87
34	009-450-047-000	$67.87	69	009-451-029-000	$67.87
35	009-450-048-000	$67.87	70	009-451-030-000	$67.87

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-451-031-000	$67.87			
72	009-451-032-000	$67.87			
73	009-451-033-000	$67.87			
74	009-520-001-000	$67.87			
75	009-520-002-000	$67.87			
76	009-520-003-000	$67.87			
77	009-520-004-000	$67.87			
78	009-520-005-000	$67.87			
79	009-520-006-000	$67.87			
80	009-520-007-000	$67.87			
81	009-520-008-000	$67.87			
82	009-520-009-000	$67.87			
83	009-520-010-000	$67.87			
84	009-520-011-000	$67.87			
85	009-520-012-000	$67.87			
86	009-520-013-000	$67.87			
87	009-520-014-000	$67.87			
88	009-520-015-000	$67.87			
89	009-520-016-000	$67.87			
90	009-520-017-000	$67.87			
91	009-520-018-000	$67.87			
92	009-520-019-000	$67.87			
93	009-520-020-000	$67.87			
94	009-520-021-000	$67.87			
95	009-520-022-000	$67.87			
96	009-520-023-000	$67.87			
97	009-520-024-000	$67.87			
98	009-520-025-000	$67.87			
	Total	$6,650.87			

CITY OF MADERA

ZONE 17B

.

2024-25

1.	BEGINNING FUND BALANCE			$	5,630.35
2.	LANDSCAPE MAINTENANCE COSTS	$	1,891.82		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	264.01		
	b. ENGINEERING ADMINISTRATION	$	111.83		
	c. LEGAL ADMINISTRATION	$	23.86		
	d. FINANCE ADMINISTRATION	$	16.59		
	e. TREE TRIMMING	$	1,193.00		
	f. GAS & UTILITIES	$	53.37		
	g. EQUIPMENT	g.	89.54		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	17.90		
	I. MADERA COUNTY PROCESSING FEES	$	28.16		
			TOTAL COSTS:	$	3,690.08
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				4,261.85
5.	TOTAL ASSESSMENT			$	2,321.59
6.	AVERAGE ASSESSMENT PER PARCEL				72.55

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17B - CAPISTRANO X, PHASE 3

TOTAL ASSESSMENT:
$2,321.59

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-470-001-000	$72.55			
2	009-470-002-000	$72.55			
3	009-470-003-000	$72.55			
4	009-470-004-000	$72.55			
5	009-470-005-000	$72.55			
6	009-470-006-000	$72.55			
7	009-470-007-000	$72.55			
8	009-470-008-000	$72.55			
9	009-470-009-000	$72.55			
10	009-470-010-000	$72.55			
11	009-470-011-000	$72.55			
12	009-470-012-000	$72.55			
13	009-470-013-000	$72.55			
14	009-470-014-000	$72.55			
15	009-470-015-000	$72.55			
16	009-470-016-000	$72.55			
17	009-470-017-000	$72.55			
18	009-470-018-000	$72.55			
19	009-470-019-000	$72.55			
20	009-470-020-000	$72.55			
21	009-470-021-000	$72.55			
22	009-470-022-000	$72.55			
23	009-470-023-000	$72.55			
24	009-470-024-000	$72.55			
25	009-470-025-000	$72.55			
26	009-470-026-000	$72.55			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	009-470-027-000	$72.55			
28	009-470-028-000	$72.55			
29	009-470-029-000	$72.55			
30	009-470-030-000	$72.55			
31	009-470-031-000	$72.55			
32	009-470-032-000	$72.55			
	TOTAL	$2,321.59			

CITY OF MADERA

ZONE 17C

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2024-25

1.	BEGINNING FUND BALANCE			$	508.29
2.	LANDSCAPE MAINTENANCE COSTS	$	4,496.36		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	286.02		
	b. ENGINEERING ADMINISTRATION	$	120.00		
	c. LEGAL ADMINISTRATION	$	25.61		
	d. FINANCE ADMINISTRATION	$	17.80		
	e. TREE TRIMMING	$	540.00		
	f. GAS & UTILITIES	$	137.24		
	g. EQUIPMENT	g.	121.61		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	42.52		
	i. MADERA COUNTY PROCESSING FEES	$	30.80		
			TOTAL COSTS:	$	5,817.97
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,270.28)
5.	TOTAL ASSESSMENT			$	3,039.40
6.	AVERAGE ASSESSMENT PER PARCEL				86.84

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17C - CAPISTRANO X, PHASE 4

TOTAL ASSESSMENT:
$3,039.40

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-480-001-000	$86.84			
2	009-480-002-000	$86.84			
3	009-480-003-000	$86.84			
4	009-480-004-000	$86.84			
5	009-480-005-000	$86.84			
6	009-480-006-000	$86.84			
7	009-480-007-000	$86.84			
8	009-480-008-000	$86.84			
9	009-480-009-000	$86.84			
10	009-480-010-000	$86.84			
11	009-480-011-000	$86.84			
12	009-480-012-000	$86.84			
13	009-480-013-000	$86.84			
14	009-480-014-000	$86.84			
15	009-480-015-000	$86.84			
16	009-480-016-000	$86.84			
17	009-480-017-000	$86.84			
18	009-480-018-000	$86.84			
19	009-480-019-000	$86.84			
20	009-480-020-000	$86.84			
21	009-480-021-000	$86.84			
22	009-480-022-000	$86.84			
23	009-480-023-000	$86.84			
24	009-480-024-000	$86.84			
25	009-480-025-000	$86.84			
26	009-480-026-000	$86.84			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	009-480-027-000	$86.84			
28	009-480-028-000	$86.84			
29	009-480-029-000	$86.84			
30	009-480-030-000	$86.84			
31	009-480-031-000	$86.84			
32	009-480-032-000	$86.84			
33	009-480-033-000	$86.84			
34	009-480-034-000	$86.84			
35	009-480-035-000	$86.84			
	TOTAL	$3,039.40			

CITY OF MADERA

ZONE 17D

.

2024-25

1.	BEGINNING FUND BALANCE			$	(1,634.74)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,660.38		
3	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	264.01		
	b. ENGINEERING ADMINISTRATION	$	147.26		
	c. LEGAL ADMINISTRATION	$	31.42		
	d. FINANCE ADMINISTRATION	$	21.85		
	e. TREE TRIMMING	$	698.00		
	f. GAS & UTILITIES	$	53.37		
	g. EQUIPMENT	g.	71.95		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	25.17		
	i. MADERA COUNTY PROCESSING FEES	$	39.60		
			TOTAL COSTS:	$	4,013.01
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(3,490.61)
5.	TOTAL ASSESSMENT			$	2,157.14
6.	AVERAGE ASSESSMENT PER PARCEL				47.94

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 17D - CAPISTRANO XI, PHASE 1

TOTAL ASSESSMENT:
$2,157.14

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-490-001-000	$47.94	36	009-490-040-000	$47.94
2	009-490-002-000	$47.94	37	009-490-041-000	$47.94
3	009-490-003-000	$47.94	38	009-490-042-000	$47.94
4	009-490-004-000	$47.94	39	009-490-043-000	$47.94
5	009-490-005-000	$47.94	40	009-490-044-000	$47.94
6	009-490-006-000	$47.94	41	009-490-045-000	$47.94
7	009-490-063-000	$47.94	42	009-490-058-000	$47.94
8	009-490-009-000	$47.94	43	009-490-048-000	$47.94
9	009-490-010-000	$47.94	44	009-490-049-000	$47.94
10	009-490-011-000	$47.94	45	009-490-050-000	$47.94
11	009-490-012-000	$47.94		TOTAL	$2,157.14
12	009-490-013-000	$47.94			
13	009-490-014-000	$47.94			
14	009-490-015-000	$47.94			
15	009-490-016-000	$47.94			
16	009-490-057-000	$47.94			
17	009-490-019-000	$47.94			
18	009-490-020-000	$47.94			
19	009-490-021-000	$47.94			
20	009-490-022-000	$47.94			
21	009-490-023-000	$47.94			
22	009-490-024-000	$47.94			
23	009-490-025-000	$47.94			
24	009-490-026-000	$47.94			
25	009-490-060-000	$47.94			
26	009-490-059-000	$47.94			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	009-490-031-000	$47.94			
28	009-490-032-000	$47.94			
29	009-490-033-000	$47.94			
30	009-490-034-000	$47.94			
31	009-490-035-000	$47.94			
32	009-490-036-000	$47.94			
33	009-490-037-000	$47.94			
34	009-490-038-000	$47.94			
35	009-490-039-000	$47.94			

CITY OF MADERA

ZONE 18

.

2024-25

1.	BEGINNING FUND BALANCE				$	3,070.30
2.	LANDSCAPE MAINTENANCE COSTS		$	1,418.34		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	441.26		
	b.	ENGINEERING ADMINISTRATION	$	171.79		
	c.	LEGAL ADMINISTRATION	$	36.66		
	d.	FINANCE ADMINISTRATION	$	25.49		
	e.	TREE TRIMMING	$	923.00		
	f.	GAS & UTILITIES	$	377.41		
	g.	EQUIPMENT	g.	80.12		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	81.82		
	i.	MADERA COUNTY PROCESSING FEES	$	47.52		
				TOTAL COSTS:	$	3,603.40
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					3,187.72
5.	TOTAL ASSESSMENT				$	3,720.82
6.	AVERAGE ASSESSMENT PER PARCEL					68.90

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 18 - LINCOLN PLACE, PHASE 1, 2, & 3

TOTAL ASSESSMENT:
$3,720.82

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-451-001-000	$68.90	36	006-452-018-000	$68.90
2	006-451-002-000	$68.90	37	006-453-001-000	$68.90
3	006-451-003-000	$68.90	38	006-453-002-000	$68.90
4	006-451-004-000	$68.90	39	006-453-003-000	$68.90
5	006-451-005-000	$68.90	40	006-453-004-000	$68.90
6	006-451-006-000	$68.90	41	006-453-005-000	$68.90
7	006-451-007-000	$68.90	42	006-453-006-000	$68.90
8	006-451-008-000	$68.90	43	006-453-007-000	$68.90
9	006-451-009-000	$68.90	44	006-453-008-000	$68.90
10	006-451-010-000	$68.90	45	006-453-009-000	$68.90
11	006-451-011-000	$68.90	46	006-453-010-000	$68.90
12	006-451-012-000	$68.90	47	006-453-011-000	$68.90
13	006-451-013-000	$68.90	48	006-453-012-000	$68.90
14	006-451-014-000	$68.90	49	006-453-013-000	$68.90
15	006-451-015-000	$68.90	50	006-453-014-000	$68.90
16	006-451-016-000	$68.90	51	006-453-015-000	$68.90
17	006-451-017-000	$68.90	52	006-453-016-000	$68.90
18	006-451-018-000	$68.90	53	006-453-017-000	$68.90
19	006-452-001-000	$68.90	54	006-453-018-000	$68.90
20	006-452-002-000	$68.90			
				TOTAL	$3,720.82
21	006-452-003-000	$68.90			
22	006-452-004-000	$68.90			
23	006-452-005-000	$68.90			
24	006-452-006-000	$68.90			
25	006-452-007-000	$68.90			
26	006-452-008-000	$68.90			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	006-452-009-000	$68.90			
28	006-452-010-000	$68.90			
29	006-452-011-000	$68.90			
30	006-452-012-000	$68.90			
31	006-452-013-000	$68.90			
32	006-452-014-000	$68.90			
33	006-452-015-000	$68.90			
34	006-452-016-000	$68.90			
35	006-452-017-000	$68.90			

CITY OF MADERA

ZONE 20A

.

2024-25

1.	BEGINNING FUND BALANCE				$	1,142.00
2.	LANDSCAPE MAINTENANCE COSTS		$	486.48		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	255.50		
	b.	ENGINEERING ADMINISTRATION	$	109.10		
	c.	LEGAL ADMINISTRATION	$	23.28		
	d.	FINANCE ADMINISTRATION	$	16.19		
	e.	TREE TRIMMING	$	68.00		
	f.	GAS & UTILITIES	$	20.95		
	g.	EQUIPMENT	g.	49.60		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	96.80		
	i.	MADERA COUNTY PROCESSING FEES	$	27.28		
				TOTAL COSTS:	$	1,153.18
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,019.12
5.	TOTAL ASSESSMENT				$	1,029.99
6.	AVERAGE ASSESSMENT PER PARCEL					33.24

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20A - LA JOLLA ESTATES, PHASE 1

TOTAL ASSESSMENT:
$1,029.99

Assessment Number	Assessor's Parcel Number	Assessment
1	005-251-001-000	$33.23
2	005-251-002-000	$33.23
3	005-251-003-000	$33.23
4	005-251-004-000	$33.23
5	005-251-005-000	$33.23
6	005-251-006-000	$33.23
7	005-251-007-000	$33.23
8	005-251-008-000	$33.23
9	005-251-009-000	$33.23
10	005-251-010-000	$33.23
11	005-251-011-000	$33.23
12	005-251-012-000	$33.23
13	005-251-013-000	$33.23
14	005-251-014-000	$33.23
15	005-251-015-000	$33.23
16	005-251-016-000	$33.23
17	005-251-017-000	$33.23
18	005-140-051-000	$33.23
19	005-140-052-000	$33.23
20	005-140-053-000	$33.23
21	005-140-054-000	$33.23
22	005-140-055-000	$33.23
23	005-140-056-000	$33.23
24	005-140-057-000	$33.23
25	005-140-058-000	$33.23
26	005-140-059-000	$33.23
27	005-140-060-000	$33.23

Assessment Number	Assessor's Parcel Number	Assessment
28	005-140-061-000	$33.23
29	005-140-062-000	$33.23
30	005-140-063-000	$33.23
31	005-140-064-000	$33.23
		$1,029.99

CITY OF MADERA

ZONE 20B

.

2024-25

1.	BEGINNING FUND BALANCE			$	(2,060.56)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,012.37		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	263.35		
	b. ENGINEERING ADMINISTRATION	$	109.10		
	c. LEGAL ADMINISTRATION	$	23.28		
	d. FINANCE ADMINISTRATION	$	16.19		
	e. TREE TRIMMING	$	180.00		
	f. GAS & UTILITIES	$	189.84		
	g. EQUIPMENT	g.	67.69		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	21.69		
	i. MADERA COUNTY PROCESSING FEES	$	27.28		
			TOTAL COSTS:	$	1,910.78
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(3,971.34)
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20B - LA JOLLA ESTATES, PHASE 2

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-038-000	$0.00			
2	005-250-039-000	$0.00			
3	005-250-040-000	$0.00			
4	005-250-041-000	$0.00			
5	005-250-042-000	$0.00			
6	005-250-043-000	$0.00			
7	005-250-044-000	$0.00			
8	005-250-045-000	$0.00			
9	005-250-046-000	$0.00			
10	005-250-047-000	$0.00			
11	005-250-048-000	$0.00			
12	005-250-049-000	$0.00			
13	005-250-050-000	$0.00			
14	005-250-051-000	$0.00			
15	005-250-052-000	$0.00			
16	005-250-053-000	$0.00			
17	005-250-054-000	$0.00			
18	005-250-055-000	$0.00			
19	005-250-056-000	$0.00			
20	005-250-057-000	$0.00			
21	005-250-058-000	$0.00			
22	005-250-059-000	$0.00			
23	005-250-060-000	$0.00			
24	005-250-061-000	$0.00			
25	005-250-062-000	$0.00			
26	005-250-063-000	$0.00			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
27	005-250-064-000	$0.00			
28	005-250-065-000	$0.00			
29	005-250-066-000	$0.00			
30	005-250-067-000	$0.00			
31	005-250-068-000	$0.00			
	TOTAL	$0.00			

CITY OF MADERA

ZONE 20C

.

2024-25

1.	BEGINNING FUND BALANCE				$	48.21
2.	LANDSCAPE MAINTENANCE COSTS		$	720.01		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	254.76		
	b.	ENGINEERING ADMINISTRATION	$	68.21		
	c.	LEGAL ADMINISTRATION	$	14.56		
	d.	FINANCE ADMINISTRATION	$	10.12		
	e.	TREE TRIMMING	$	68.00		
	f.	GAS & UTILITIES	$	18.14		
	g.	EQUIPMENT	g.	54.52		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	12.82		
	i.	MADERA COUNTY PROCESSING FEES	$	14.08		
				TOTAL COSTS:	$	1,235.23
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					113.70
5.	TOTAL ASSESSMENT				$	1,300.72
6.	AVERAGE ASSESSMENT PER PARCEL					81.29

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 20C - LA JOLLA ESTATES, PHASE 3

TOTAL ASSESSMENT:
$1,300.72

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-250-071-000	$81.29			
2	005-250-072-000	$81.29			
3	005-250-073-000	$81.29			
4	005-250-074-000	$81.29			
5	005-250-075-000	$81.29			
6	005-250-076-000	$81.29			
7	005-250-077-000	$81.29			
8	005-250-078-000	$81.29			
9	005-250-079-000	$81.29			
10	005-250-080-000	$81.29			
11	005-250-081-000	$81.29			
12	005-250-082-000	$81.29			
13	005-250-083-000	$81.29			
14	005-250-084-000	$81.29			
15	005-250-085-000	$81.29			
16	005-250-086-000	$81.29			
	TOTAL	$1,300.72			

CITY OF MADERA

ZONE 21

.

2024-25

1.	BEGINNING FUND BALANCE			$	(10,013.41)
2.	LANDSCAPE MAINTENANCE COSTS	$	7,051.94		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	366.75		
	b. ENGINEERING ADMINISTRATION	$	136.36		
	c. LEGAL ADMINISTRATION	$	29.10		
	d. FINANCE ADMINISTRATION	$	20.23		
	e. TREE TRIMMING	$	1,710.00		
	f. GAS & UTILITIES	$	390.73		
	g. EQUIPMENT	g.	372.11		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	25.43		
	i. MADERA COUNTY PROCESSING FEES	$	36.08		
			TOTAL COSTS:	$	10,138.72
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(20,152.13)
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21A - HOME RANCH PHASE I

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-001-000	$0.00	36	006-510-057-000	$0.00
2	006-510-002-000	$0.00	37	006-510-058-000	$0.00
3	006-510-003-000	$0.00	38	006-510-059-000	$0.00
4	006-510-004-000	$0.00	39	006-510-060-000	$0.00
5	006-510-005-000	$0.00	43	006-510-064-000	$0.00
6	006-510-006-000	$0.00	44	006-510-065-000	$0.00
7	006-510-007-000	$0.00			
8	006-510-008-000	$0.00		TOTAL	$0.00
9	006-510-009-000	$0.00			
10	006-510-010-000	$0.00			
11	006-510-011-000	$0.00			
12	006-510-012-000	$0.00			
13	006-510-013-000	$0.00			
14	006-510-014-000	$0.00			
15	006-510-015-000	$0.00			
16	006-510-016-000	$0.00			
17	006-510-017-000	$0.00			
18	006-510-018-000	$0.00			
19	006-510-019-000	$0.00			
20	006-510-022-000	$0.00			
21	006-510-023-000	$0.00			
22	006-510-024-000	$0.00			
23	006-510-025-000	$0.00			
24	006-510-044-000	$0.00			
25	006-510-045-000	$0.00			
26	006-510-047-000	$0.00			
27	006-510-048-000	$0.00			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	006-510-049-000	$0.00			
29	006-510-050-000	$0.00			
30	006-510-051-000	$0.00			
31	006-510-052-000	$0.00			
32	006-510-053-000	$0.00			
33	006-510-054-000	$0.00			
34	006-510-055-000	$0.00			
35	006-510-056-000	$0.00			

CITY OF MADERA

ZONE 21B

2024-25

1.	BEGINNING FUND BALANCE				$	2,548.55
2.	LANDSCAPE MAINTENANCE COSTS		$	2,243.78		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	283.47		
	b.	ENGINEERING ADMINISTRATION	$	226.31		
	c.	LEGAL ADMINISTRATION	$	48.29		
	d.	FINANCE ADMINISTRATION	$	33.57		
	e.	TREE TRIMMING	$	293.00		
	f.	GAS & UTILITIES	$	127.53		
	g.	EQUIPMENT	g.	109.85		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	7.38		
	i.	MADERA COUNTY PROCESSING FEES	$	65.12		
				TOTAL COSTS:	$	3,438.32
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,292.34
5.	TOTAL ASSESSMENT				$	3,182.10
6.	AVERAGE ASSESSMENT PER PARCEL					43.00

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21B - HOME RANCH PHASE II

TOTAL ASSESSMENT:
$3,182.10

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-510-061-000	$40.04	36	006-520-035-000	$40.04
2	006-510-062-000	$40.04	37	006-520-083-000	$88.42
3	006-510-063-000	$40.04	38	006-520-038-000	$40.04
4	006-520-086-000	$40.04	39	006-520-085-000	$88.42
5	006-520-087-000	$40.04	40	006-520-041-000	$40.04
6	006-520-003-000	$40.04	41	006-520-042-000	$40.04
7	006-520-004-000	$40.04	42	006-520-043-000	$40.04
8	006-520-005-000	$40.04	43	006-520-044-000	$40.04
9	006-520-006-000	$40.04	44	006-520-084-000	$88.42
10	006-520-007-000	$40.04	45	006-520-047-000	$40.04
11	006-520-008-000	$40.04	46	006-520-048-000	$40.04
12	006-520-009-000	$40.04	47	006-520-049-000	$40.04
13	006-520-010-000	$40.04	48	006-520-050-000	$40.04
14	006-520-011-000	$40.04	49	006-520-051-000	$40.04
15	006-520-012-000	$40.04	50	006-520-052-000	$40.04
16	006-520-013-000	$40.04	51	006-520-053-000	$40.04
17	006-520-014-000	$40.04	52	006-520-054-000	$40.04
18	006-520-015-000	$40.04	53	006-520-055-000	$40.04
19	006-520-016-000	$40.04	54	006-520-056-000	$40.04
20	006-520-017-000	$40.04	55	006-520-057-000	$40.04
21	006-520-018-000	$40.04	56	006-520-058-000	$40.04
22	006-520-019-000	$40.04	57	006-520-059-000	$40.04
23	006-520-020-000	$40.04	58	006-520-060-000	$40.04
24	006-520-021-000	$40.04	59	006-520-061-000	$40.04
25	006-520-022-000	$40.04	60	006-520-062-000	$40.04
26	006-520-023-000	$40.04	61	006-520-080-000	$58.94
27	006-520-024-000	$40.04	62	006-520-081-000	$58.94
28	006-520-025-000	$40.04	63	006-520-082-000	$58.94
29	006-520-027-000	$40.04	64	006-520-067-000	$40.04
30	006-520-026-000	$40.04	65	006-520-068-000	$40.04
31	006-520-079-000	$88.42	66	006-520-069-000	$40.04

32	006-520-030-000	$40.04	67	006-520-070-000	$40.04
33	006-520-077-000	$88.42	68	006-520-071-000	$40.04
34	006-520-033-000	$40.04	69	006-520-072-000	$40.04
35	006-520-034-000	$40.04	70	006-520-073-000	$40.04
71	006-520-074-000	$40.04			
72	006-520-075-000	$40.04			
	TOTAL	$3,181.48			

CITY OF MADERA

ZONE 21C

.

2024-25

1.	BEGINNING FUND BALANCE				$	34,015.74
2.	LANDSCAPE MAINTENANCE COSTS		$	9,963.56		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	404.08		
	b.	ENGINEERING ADMINISTRATION	$	259.01		
	c.	LEGAL ADMINISTRATION	$	55.27		
	d.	FINANCE ADMINISTRATION	$	38.43		
	e.	TREE TRIMMING	$	765.00		
	f.	GAS & UTILITIES	$	587.04		
	g.	EQUIPMENT	g.	487.81		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	32.72		
	i.	MADERA COUNTY PROCESSING FEES	$	75.68		
				TOTAL COSTS:	$	12,668.60
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					29,250.16
5.	TOTAL ASSESSMENT				$	7,903.03
6.	AVERAGE ASSESSMENT PER PARCEL					91.90

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21C - HOME RANCH PHASE III

TOTAL ASSESSMENT:
$7,903.03

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-562-001-000	$91.90	36	006-562-020-000	$91.90
2	006-562-002-000	$91.90	37	006-562-062-000	$91.90
3	006-562-003-000	$91.90	38	006-562-060-000	$91.90
4	006-562-063-000	$91.90	39	006-562-059-000	$91.90
5	006-561-001-000	$91.90	40	006-562-058-000	$91.90
6	006-561-002-000	$91.90	41	006-562-057-000	$91.90
7	006-561-003-000	$91.90	42	006-561-020-000	$91.90
8	006-561-004-000	$91.90	43	006-561-021-000	$91.90
9	006-561-005-000	$91.90	44	006-561-022-000	$91.90
10	006-561-006-000	$91.90	45	006-561-023-000	$91.90
11	006-561-007-000	$91.90	46	006-561-024-000	$91.90
12	006-561-008-000	$91.90	47	006-561-025-000	$91.90
13	006-561-009-000	$91.90	48	006-561-026-000	$91.90
14	006-561-010-000	$91.90	49	006-561-027-000	$91.90
15	006-561-011-000	$91.90	50	006-561-028-000	$91.90
16	006-561-012-000	$91.90	51	006-561-029-000	$91.90
17	006-561-013-000	$91.90	52	006-561-030-000	$91.90
18	006-561-014-000	$91.90	53	006-561-031-000	$91.90
19	006-561-015-000	$91.90	54	006-561-032-000	$91.90
20	006-562-006-000	$91.90	55	006-561-033-000	$91.90
21	006-562-007-000	$91.90	56	006-561-034-000	$91.90
22	006-562-008-000	$91.90	57	006-561-035-000	$91.90
23	006-562-009-000	$91.90	58	006-561-036-000	$91.90
24	006-562-010-000	$91.90	59	006-561-037-000	$91.90
25	006-562-011-000	$91.90	60	006-561-038-000	$91.90
26	006-562-012-000	$91.90	61	006-561-039-000	$91.90
27	006-562-013-000	$91.90	62	006-561-040-000	$91.90

Assessment Number	Assessor's Parcel Number	Assessment
28	006-562-064-000	$91.90
29	006-561-043-000	$91.90
30	006-561-018-000	$91.90
31	006-561-019-000	$91.90
32	006-562-016-000	$91.90
33	006-562-017-000	$91.90
34	006-562-018-000	$91.90
35	006-562-019-000	$91.90
63	006-561-041-000	$91.90
64	006-562-028-000	$91.90
65	006-562-029-000	$91.90
66	006-562-030-000	$91.90
67	006-562-031-000	$91.90
68	006-562-032-000	$91.90
69	006-562-033-000	$91.90
70	006-562-034-000	$91.90
71	006-562-035-000	$91.90
72	006-562-036-000	$91.90
73	006-562-037-000	$91.90
74	006-562-038-000	$91.90
75	006-562-039-000	$91.90
76	006-562-040-000	$91.90
77	006-562-041-000	$91.90
78	006-562-042-000	$91.90
79	006-562-043-000	$91.90
80	006-562-044-000	$91.90
81	006-562-045-000	$91.90
82	006-562-046-000	$91.90
83	006-562-047-000	$91.90
84	006-562-048-000	$91.90
85	006-562-049-000	$91.90
86	006-562-061-000	$91.90
	TOTAL	$7,903.03

CITY OF MADERA

ZONE 21D

.

2024-25

1.	BEGINNING FUND BALANCE			$	31,480.76
2.	LANDSCAPE MAINTENANCE COSTS	$	4,965.54		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	378.83		
	b. ENGINEERING ADMINISTRATION	$	1,136.69		
	c. LEGAL ADMINISTRATION	$	242.55		
	d. FINANCE ADMINISTRATION	$	168.63		
	e. TREE TRIMMING	$	833.00		
	f. GAS & UTILITIES	$	348.39		
	g. EQUIPMENT	$	243.11		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	16.32		
	i. MADERA COUNTY PROCESSING FEES	$	359.04		
			TOTAL COSTS:	$	8,692.11
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				28,720.32
5.	TOTAL ASSESSMENT			$	5,929.42
6.	AVERAGE ASSESSMENT PER PARCEL				14.54

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 21D
HOME RANCH PHASE IV, MELANIE MEADOWS PHASE I AND RANCHO SANTA FE
TOTAL ASSESSMENT:
$5,929.42

Assessment Number	Assessor's Parcel Number	Assessment	Developer Lot #
1	006-511-001-000	$14.53	
2	006-511-002-000	$14.53	
3	006-511-003-000	$14.53	
4	006-511-004-000	$14.53	
5	006-511-005-000	$14.53	
6	006-511-006-000	$14.53	
7	006-511-007-000	$14.53	
8	006-511-008-000	$14.53	
9	006-511-009-000	$14.53	
10	006-511-010-000	$14.53	
11	006-511-011-000	$14.53	
12	006-511-012-000	$14.53	
13	006-511-013-000	$14.53	
14	006-511-014-000	$14.53	
15	006-511-015-000	$14.53	
16	006-511-016-000	$14.53	
17	006-511-017-000	$14.53	
18	006-511-018-000	$14.53	
19	006-511-019-000	$14.53	
20	006-511-020-000	$14.53	
21	006-511-021-000	$14.53	
22	006-511-022-000	$14.53	
23	006-511-023-000	$14.53	
24	006-511-024-000	$14.53	
25	006-511-025-000	$14.53	
26	006-511-026-000	$14.53	
27	006-511-027-000	$14.53	
28	006-511-028-000	$14.53	
29	006-511-029-000	$14.53	
30	006-511-030-000	$14.53	
31	006-511-031-000	$14.53	
32	006-511-032-000	$14.53	

Assessment Number	Assessor's Parcel Number	Assessment	Developer Lot #
33	006-511-033-000	$14.53	
34	006-511-034-000	$14.53	
35	006-511-035-000	$14.53	
36	006-511-036-000	$14.53	
37	006-511-037-000	$14.53	
38	006-511-038-000	$14.53	
39	006-511-039-000	$14.53	
40	006-511-040-000	$14.53	
41	006-511-041-000	$14.53	
42	006-511-042-000	$14.53	
43	006-511-043-000	$14.53	
44	006-511-044-000	$14.53	
45	006-511-045-000	$14.53	
46	006-511-046-000	$14.53	
47	006-511-047-000	$14.53	
48	006-511-048-000	$14.53	
49	006-511-049-000	$14.53	
50	006-511-050-000	$14.53	
51	006-511-051-000	$14.53	
52	006-511-052-000	$14.53	
53	006-511-053-000	$14.53	
54	006-511-054-000	$14.53	
55	006-590-001-000	$14.53	1
56	006-590-002-000	$14.53	2
57	006-590-003-000	$14.53	3
58	006-590-004-000	$14.53	4
59	006-590-005-000	$14.53	5
60	006-590-006-000	$14.53	6
61	006-590-007-000	$14.53	7
62	006-590-008-000	$14.53	8
63	006-590-009-000	$14.53	9
64	006-590-010-000	$14.53	10
65	006-590-011-000	$14.53	11
66	006-590-012-000	$14.53	12
67	006-590-013-000	$14.53	13
68	006-590-014-000	$14.53	14
69	006-590-015-000	$14.53	15
70	006-590-016-000	$14.53	16
71	006-590-017-000	$14.53	17
72	006-590-018-000	$14.53	18
73	006-590-019-000	$14.53	19
74	006-590-020-000	$14.53	20
75	006-590-021-000	$14.53	21
76	006-590-022-000	$14.53	22

Assessment Number	Assessor's Parcel Number	Assessment	Developer Lot #
77	006-590-023-000	$14.53	23
78	006-590-024-000	$14.53	24
79	006-590-025-000	$14.53	25
80	006-590-026-000	$14.53	26
81	006-590-027-000	$14.53	27
82	006-590-028-000	$14.53	28
83	006-590-029-000	$14.53	29
84	006-590-030-000	$14.53	30
85	006-590-031-000	$14.53	31
86	006-590-032-000	$14.53	32
87	006-590-033-000	$14.53	33
88	006-590-034-000	$14.53	34
89	006-590-035-000	$14.53	35
90	006-590-036-000	$14.53	36
91	006-590-037-000	$14.53	37
92	006-590-038-000	$14.53	38
93	006-590-039-000	$14.53	39
94	006-590-040-000	$14.53	40
95	006-590-041-000	$14.53	41
96	006-590-042-000	$14.53	42
97	006-590-043-000	$14.53	43
98	006-590-044-000	$14.53	44
99	006-590-045-000	$14.53	45
100	006-590-046-000	$14.53	46
101	006-590-047-000	$14.53	47
102	006-590-048-000	$14.53	48
103	006-590-049-000	$14.53	49
104	006-590-050-000	$14.53	50
105	006-590-051-000	$14.53	51
106	006-590-052-000	$14.53	52
107	006-590-053-000	$14.53	53
108	006-590-054-000	$14.53	54
109	006-591-001-000	$14.53	55
110	006-591-002-000	$14.53	56
111	006-591-003-000	$14.53	57
112	006-591-004-000	$14.53	58
113	006-591-005-000	$14.53	59
114	006-591-006-000	$14.53	60
115	006-591-007-000	$14.53	61
116	006-591-008-000	$14.53	62
117	006-591-009-000	$14.53	63
118	006-591-010-000	$14.53	64
119	006-591-011-000	$14.53	65
120	006-591-012-000	$14.53	66

Assessment Number	Assessor's Parcel Number	Assessment	Developer Lot #
121	006-591-013-000	$14.53	67
122	006-591-014-000	$14.53	68
123	006-591-015-000	$14.53	69
124	006-591-016-000	$14.53	70
125	006-591-017-000	$14.53	71
126	006-591-018-000	$14.53	72
127	006-591-019-000	$14.53	73
128	006-591-020-000	$14.53	74
129	006-591-021-000	$14.53	75
130	006-591-022-000	$14.53	76
131	006-591-023-000	$14.53	77
132	006-591-024-000	$14.53	78
133	006-591-025-000	$14.53	79
134	006-591-026-000	$14.53	80
135	006-591-027-000	$14.53	81
136	006-591-028-000	$14.53	82
137	006-591-029-000	$14.53	83
138	006-591-030-000	$14.53	84
139	006-591-031-000	$14.53	85
140	006-591-032-000	$14.53	86
141	006-591-033-000	$14.53	87
142	006-591-034-000	$14.53	88
143	006-591-035-000	$14.53	89
144	006-591-036-000	$14.53	90
145	006-591-037-000	$14.53	91
146	006-591-038-000	$14.53	92
147	006-591-039-000	$14.53	93
148	006-591-040-000	$14.53	94
149	006-591-041-000	$14.53	95
150	006-591-042-000	$14.53	96
151	006-591-043-000	$14.53	97
152	006-591-044-000	$14.53	98
153	006-591-045-000	$14.53	99
154	006-591-046-000	$14.53	100
155	006-591-047-000	$14.53	101
156	006-591-048-000	$14.53	102
157	006-591-049-000	$14.53	103
158	006-591-050-000	$14.53	104
159	006-591-051-000	$14.53	105
160	006-591-052-000	$14.53	106
161	006-591-053-000	$14.53	107
162	006-591-054-000	$14.53	108
163	006-591-055-000	$14.53	109
164	006-591-056-000	$14.53	110

Assessment Number	Assessor's Parcel Number	Assessment	Developer Lot #
165	006-591-057-000	$14.53	111
166	006-591-058-000	$14.53	112
167	006-591-059-000	$14.53	113
168	006-591-060-000	$14.53	114
169	006-591-061-000	$14.53	115
170	006-591-062-000	$14.53	116
171	006-591-063-000	$14.53	117
172	006-591-064-000	$14.53	118
173	006-591-065-000	$14.53	119
174	006-592-002-000	$14.53	120
175	006-592-003-000	$14.53	121
176	006-592-004-000	$14.53	122
177	006-592-005-000	$14.53	123
178	006-592-006-000	$14.53	124
179	006-592-007-000	$14.53	125
180	006-592-008-000	$14.53	126
181	006-592-009-000	$14.53	127
182	006-592-010-000	$14.53	128
183	006-592-011-000	$14.53	129
184	006-592-012-000	$14.53	130
185	006-592-013-000	$14.53	131
186	006-592-014-000	$14.53	132
187	006-592-015-000	$14.53	133
188	006-592-016-000	$14.53	134
189	006-592-017-000	$14.53	135
190	006-592-018-000	$14.53	136
191	006-592-019-000	$14.53	137
192	006-592-020-000	$14.53	138
193	006-592-021-000	$14.53	139
194	006-592-022-000	$14.53	140
195	006-592-023-000	$14.53	141
196	006-592-024-000	$14.53	142
197	006-592-025-000	$14.53	143
198	006-592-026-000	$14.53	144
199	006-592-027-000	$14.53	145
200	006-592-028-000	$14.53	146
201	006-592-029-000	$14.53	147
202	006-592-030-000	$14.53	148
203	006-592-031-000	$14.53	149
204	006-592-032-000	$14.53	150
205	006-592-033-000	$14.53	151
206	006-592-034-000	$14.53	152
207	006-592-035-000	$14.53	153
208	006-592-036-000	$14.53	154

Assessment Number	Assessor's Parcel Number	Assessment	Developer Lot #
209	006-592-037-000	$14.53	155
210	006-592-038-000	$14.53	156
211	006-592-039-000	$14.53	157
212	006-592-040-000	$14.53	158
213	006-592-041-000	$14.53	159
214	006-592-042-000	$14.53	160
215	006-592-043-000	$14.53	161
216	006-592-044-000	$14.53	162
217	006-592-045-000	$14.53	163
218	006-592-046-000	$14.53	164
219	006-592-047-000	$14.53	165
220	006-592-048-000	$14.53	166
221	006-592-049-000	$14.53	167
222	006-592-050-000	$14.53	168
223	006-592-051-000	$14.53	169
224	006-592-052-000	$14.53	170
225	006-592-053-000	$14.53	171
226	006-592-054-000	$14.53	172
227	006-601-001-000	$14.53	1
228	006-601-002-000	$14.53	2
229	006-601-003-000	$14.53	3
230	006-601-004-000	$14.53	4
231	006-601-005-000	$14.53	5
232	006-601-006-000	$14.53	6
233	006-601-007-000	$14.53	7

CITY OF MADERA

ZONE 23

.

2024-25

1.	BEGINNING FUND BALANCE				$	(217.45)
2.	LANDSCAPE MAINTENANCE COSTS		$	0.00		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	256.27		
	b.	ENGINEERING ADMINISTRATION	$	49.13		
	c.	LEGAL ADMINISTRATION	$	10.48		
	d.	FINANCE ADMINISTRATION	$	7.29		
	e.	TREE TRIMMING	$	68.00		
	f.	GAS & UTILITIES	$	11.02		
	g.	EQUIPMENT	g.	0.00		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	0.00		
	i.	MADERA COUNTY PROCESSING FEES	$	7.92		
				TOTAL COSTS:	$	410.12
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					(305.55)
5.	TOTAL ASSESSMENT				$	322.02
6.	AVERAGE ASSESSMENT PER PARCEL					35.78

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 23 - ELM ESTATES II

TOTAL ASSESSMENT:
$322.02

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-150-004-000	$35.78			
2	008-150-005-000	$35.78			
3	008-150-006-000	$35.78			
4	008-150-007-000	$35.78			
5	008-150-008-000	$35.78			
6	008-150-009-000	$35.78			
7	008-150-010-000	$35.78			
8	008-150-011-000	$35.78			
9	008-150-012-000	$35.78			
	TOTAL	$322.02			

CITY OF MADERA

ZONE 24

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2024-25

1.	BEGINNING FUND BALANCE			$	11,021.56
2.	LANDSCAPE MAINTENANCE COSTS	$	11,182.27		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	462.17		
	b. ENGINEERING ADMINISTRATION	$	155.44		
	c. LEGAL ADMINISTRATION	$	33.17		
	d. FINANCE ADMINISTRATION	$	23.06		
	e. TREE TRIMMING	$	1,643.00		
	f. GAS & UTILITIES	$	1,333.70		
	g. EQUIPMENT	g.	757.04		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	234.49		
	i. MADERA COUNTY PROCESSING FEES	$	42.24		
			TOTAL COSTS:	$	15,866.58
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				6,037.60
5.	TOTAL ASSESSMENT			$	10,882.14
6.	AVERAGE ASSESSMENT PER PARCEL				226.72

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 24 - VISTA DEL SIERRA (RDA)

TOTAL ASSESSMENT:
$10,882.14

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-120-003-000	$226.71	36	008-120-038-000	$226.71
2	008-120-004-000	$226.71	37	008-120-039-000	$226.71
3	008-120-005-000	$226.71	38	008-120-040-000	$226.71
4	008-120-006-000	$226.71	39	008-120-041-000	$226.71
5	008-120-007-000	$226.71	40	008-120-042-000	$226.71
6	008-120-008-000	$226.71	41	008-120-043-000	$226.71
7	008-120-009-000	$226.71	42	008-120-044-000	$226.71
8	008-120-010-000	$226.71	43	008-120-045-000	$226.71
9	008-120-011-000	$226.71	44	008-120-046-000	$226.71
10	008-120-012-000	$226.71	45	008-120-047-000	$226.71
11	008-120-013-000	$226.71	46	008-120-048-000	$226.71
12	008-120-014-000	$226.71	47	008-120-049-000	$226.71
13	008-120-015-000	$226.71	48	008-120-050-000	$226.71
14	008-120-016-000	$226.71			
15	008-120-017-000	$226.71			$10,882.14
16	008-120-018-000	$226.71			
17	008-120-019-000	$226.71			
18	008-120-020-000	$226.71			
19	008-120-021-000	$226.71			
20	008-120-022-000	$226.71			
21	008-120-023-000	$226.71			
22	008-120-024-000	$226.71			
23	008-120-025-000	$226.71			
24	008-120-026-000	$226.71			
25	008-120-027-000	$226.71			
26	008-120-028-000	$226.71			
27	008-120-029-000	$226.71			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	008-120-030-000	$226.71			
29	008-120-031-000	$226.71			
30	008-120-032-000	$226.71			
31	008-120-033-000	$226.71			
32	008-120-034-000	$226.71			
33	008-120-035-000	$226.71			
34	008-120-036-000	$226.71			
35	008-120-037-000	$226.71			

CITY OF MADERA

ZONE 25C

2024-25

+	BEGINNING FUND BALANCE			$	(1,093.62)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,709.80		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	289.42		
	b. ENGINEERING ADMINISTRATION	$	139.08		
	c. LEGAL ADMINISTRATION	$	29.68		
	d. FINANCE ADMINISTRATION	$	20.63		
	e. TREE TRIMMING	$	360.00		
	f. GAS & UTILITIES	$	150.19		
	g. EQUIPMENT	g.	96.70		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	31.81		
	i. MADERA COUNTY PROCESSING FEES	$	36.96		
	.		TOTAL COSTS:	$	2,864.29
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(1,949.64)
5.	TOTAL ASSESSMENT			$	2,008.27
6	AVERAGE ASSESSMENT PER PARCEL				47.82

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 25C - COTTONWOOD PHASE III

TOTAL ASSESSMENT:
$2,008.27

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-570-001-000	$47.82	36	006-570-036-000	$47.82
2	006-570-002-000	$47.82	37	006-570-037-000	$47.82
3	006-570-003-000	$47.82	38	006-570-038-000	$47.82
4	006-570-004-000	$47.82	39	006-570-039-000	$47.82
5	006-570-005-000	$47.82	40	006-570-040-000	$47.82
6	006-570-006-000	$47.82	41	006-570-041-000	$47.82
7	006-570-007-000	$47.82	42	006-570-042-000	$47.82
8	006-570-008-000	$47.82			
9	006-570-009-000	$47.82			$2,008.27
10	006-570-010-000	$47.82			
11	006-570-011-000	$47.82			
12	006-570-012-000	$47.82			
13	006-570-013-000	$47.82			
14	006-570-014-000	$47.82			
15	006-570-015-000	$47.82			
16	006-570-016-000	$47.82			
17	006-570-017-000	$47.82			
18	006-570-018-000	$47.82			
19	006-570-019-000	$47.82			
20	006-570-020-000	$47.82			
21	006-570-021-000	$47.82			
22	006-570-022-000	$47.82			
23	006-570-023-000	$47.82			
24	006-570-024-000	$47.82			
25	006-570-025-000	$47.82			
26	006-570-026-000	$47.82			
27	006-570-027-000	$47.82			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	006-570-028-000	$47.82			
29	006-570-029-000	$47.82			
30	006-570-030-000	$47.82			
31	006-570-031-000	$47.82			
32	006-570-032-000	$47.82			
33	006-570-033-000	$47.82			
34	006-570-034-000	$47.82			
35	006-570-035-000	$47.82			

CITY OF MADERA

ZONE 25D

2024-25

+	BEGINNING FUND BALANCE				$	2,860.01
2.	LANDSCAPE MAINTENANCE COSTS		$	1,587.67		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	289.42		
	b.	ENGINEERING ADMINISTRATION	$	130.91		
	c.	LEGAL ADMINISTRATION	$	27.93		
	d.	FINANCE ADMINISTRATION	$	19.42		
	e.	TREE TRIMMING	$	360.00		
	f.	GAS & UTILITIES	$	150.19		
	g.	EQUIPMENT	g.	103.94		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	29.56		
	i.	MADERA COUNTY PROCESSING FEES	$	34.32		
				TOTAL COSTS:	$	2,733.36
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,206.47
5.	TOTAL ASSESSMENT				$	2,079.82
6.	AVERAGE ASSESSMENT PER PARCEL					53.33

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

Zone 25D - Cottonwood Esates Phase 4

TOTAL ASSESSMENT:
$2,079.82

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-580-001-000	$53.33	36	006-580-036-000	$53.33
2	006-580-002-000	$53.33	37	006-580-037-000	$53.33
3	006-580-003-000	$53.33	38	006-580-038-000	$53.33
4	006-580-004-000	$53.33	39	006-580-039-000	$53.33
5	006-580-005-000	$53.33			
				Total	$2,079.82
6	006-580-006-000	$53.33			
7	006-580-007-000	$53.33			
8	006-580-008-000	$53.33			
9	006-580-009-000	$53.33			
10	006-580-010-000	$53.33			
11	006-580-011-000	$53.33			
12	006-580-012-000	$53.33			
13	006-580-013-000	$53.33			
14	006-580-014-000	$53.33			
15	006-580-015-000	$53.33			
16	006-580-016-000	$53.33			
17	006-580-017-000	$53.33			
18	006-580-018-000	$53.33			
19	006-580-019-000	$53.33			
20	006-580-020-000	$53.33			
21	006-580-021-000	$53.33			
22	006-580-022-000	$53.33			
23	006-580-023-000	$53.33			
24	006-580-024-000	$53.33			
25	006-580-025-000	$53.33			
26	006-580-026-000	$53.33			
27	006-580-027-000	$53.33			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	006-580-028-000	$53.33			
29	006-580-029-000	$53.33			
30	006-580-030-000	$53.33			
31	006-580-031-000	$53.33			
32	006-580-032-000	$53.33			
33	006-580-033-000	$53.33			
34	006-580-034-000	$53.33			
35	006-580-035-000	$53.33			

CITY OF MADERA

ZONE 26

2024-25

1.	BEGINNING FUND BALANCE			$	(1,174.04)
2.	LANDSCAPE MAINTENANCE COSTS	$	1,490.28		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	256.31		
	b. ENGINEERING ADMINISTRATION	$	237.21		
	c. LEGAL ADMINISTRATION	$	50.62		
	d. FINANCE ADMINISTRATION	$	35.19		
	e. TREE TRIMMING	$	113.00		
	f. GAS & UTILITIES	$	147.86		
	g. EQUIPMENT	g.	36.50		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	37.84		
	i. MADERA COUNTY PROCESSING FEES	$	68.64		
			TOTAL COSTS:	$	2,473.45
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(2,016.42)
5.	TOTAL ASSESSMENT			$	1,631.07
6.	AVERAGE ASSESSMENT PER PARCEL				20.91

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26 - CORDOVA ESTATES PHASE I & II

TOTAL ASSESSMENT:
$1,631.07

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-260-001-000	$20.91	36	005-260-036-000	$20.91
2	005-260-002-000	$20.91	37	005-260-037-000	$20.91
3	005-260-003-000	$20.91	38	005-260-038-000	$20.91
4	005-260-004-000	$20.91	39	005-260-039-000	$20.91
5	005-260-005-000	$20.91	40	005-260-040-000	$20.91
6	005-260-006-000	$20.91	41	005-260-041-000	$20.91
7	005-260-007-000	$20.91	42	005-260-042-000	$20.91
8	005-260-008-000	$20.91	43	005-260-043-000	$20.91
9	005-260-009-000	$20.91	44	005-260-044-000	$20.91
10	005-260-010-000	$20.91	45	005-260-045-000	$20.91
11	005-260-011-000	$20.91	46	005-260-046-000	$20.91
12	005-260-012-000	$20.91	47	005-260-047-000	$20.91
13	005-260-013-000	$20.91	48	005-260-048-000	$20.91
14	005-260-014-000	$20.91	49	005-260-049-000	$20.91
15	005-260-015-000	$20.91	50	005-260-050-000	$20.91
16	005-260-016-000	$20.91	51	005-260-051-000	$20.91
17	005-260-017-000	$20.91	52	005-260-052-000	$20.91
18	005-260-018-000	$20.91	53	005-260-053-000	$20.91
19	005-260-019-000	$20.91	54	005-260-054-000	$20.91
20	005-260-020-000	$20.91	55	005-260-055-000	$20.91
21	005-260-021-000	$20.91	56	005-260-056-000	$20.91
22	005-260-022-000	$20.91	57	005-260-057-000	$20.91
23	005-260-023-000	$20.91	58	005-260-058-000	$20.91
24	005-260-024-000	$20.91	59	005-260-059-000	$20.91
25	005-260-025-000	$20.91	60	005-260-060-000	$20.91
26	005-260-026-000	$20.91	61	005-260-061-000	$20.91
27	005-260-027-000	$20.91	62	005-260-062-000	$20.91

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	005-260-028-000	$20.91	63	005-260-063-000	$20.91
29	005-260-029-000	$20.91	64	005-260-064-000	$20.91
30	005-260-030-000	$20.91	65	005-260-065-000	$20.91
31	005-260-031-000	$20.91	66	005-260-066-000	$20.91
32	005-260-032-000	$20.91	67	005-260-067-000	$20.91
33	005-260-033-000	$20.91	68	005-260-068-000	$20.91
34	005-260-034-000	$20.91	69	005-260-069-000	$20.91
35	005-260-035-000	$20.91	70	005-260-070-000	$20.91

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-260-071-000	$20.91			
72	005-260-072-000	$20.91			
73	005-260-073-000	$20.91			
74	005-260-074-000	$20.91			
75	005-260-075-000	$20.91			
76	005-260-076-000	$20.91			
77	005-260-077-000	$20.91			
78	005-260-078-000	$20.91			
	TOTAL	$1,631.07			

CITY OF MADERA

ZONE 26B

2024-25

1.	BEGINNING FUND BALANCE				$	26.70
2.	LANDSCAPE MAINTENANCE COSTS		$	531.02		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	266.89		
	b.	ENGINEERING ADMINISTRATION	$	190.87		
	c.	LEGAL ADMINISTRATION	$	40.73		
	d.	FINANCE ADMINISTRATION	$	28.32		
	e.	TREE TRIMMING	$	225.00		
	f.	GAS & UTILITIES	$	64.37		
	g.	EQUIPMENT	g.	144.75		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	155.86		
	i.	MADERA COUNTY PROCESSING FEES	$	53.68		
				TOTAL COSTS:	$	1,701.49
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					445.45
5.	TOTAL ASSESSMENT				$	2,119.63
6.	AVERAGE ASSESSMENT PER PARCEL					34.76

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26B - CORDOVA ESTATES PHASE III

TOTAL ASSESSMENT:
$2,119.63

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-240-003-000	$34.75	36	005-240-040-000	$34.75
2	005-240-004-000	$34.75	37	005-240-041-000	$34.75
3	005-240-005-000	$34.75	38	005-240-042-000	$34.75
4	005-240-006-000	$34.75	39	005-240-043-000	$34.75
5	005-240-007-000	$34.75	40	005-240-044-000	$34.75
6	005-240-008-000	$34.75	41	005-240-045-000	$34.75
7	005-240-009-000	$34.75	42	005-240-046-000	$34.75
8	005-240-010-000	$34.75	43	005-240-047-000	$34.75
9	005-240-011-000	$34.75	44	005-240-048-000	$34.75
10	005-240-012-000	$34.75	45	005-240-049-000	$34.75
11	005-240-013-000	$34.75	46	005-240-050-000	$34.75
12	005-240-016-000	$34.75	47	005-240-051-000	$34.75
13	005-240-017-000	$34.75	48	005-240-052-000	$34.75
14	005-240-018-000	$34.75	49	005-240-053-000	$34.75
15	005-240-019-000	$34.75	50	005-240-054-000	$34.75
16	005-240-020-000	$34.75	51	005-240-055-000	$34.75
17	005-240-021-000	$34.75	52	005-240-056-000	$34.75
18	005-240-022-000	$34.75	53	005-240-057-000	$34.75
19	005-240-023-000	$34.75	54	005-240-058-000	$34.75
20	005-240-024-000	$34.75	55	005-240-059-000	$34.75
21	005-240-025-000	$34.75	56	005-240-060-000	$34.75
22	005-240-026-000	$34.75	57	005-240-061-000	$34.75
23	005-240-027-000	$34.75	58	005-240-062-000	$34.75
24	005-240-028-000	$34.75	59	005-240-064-000	$34.75
25	005-240-029-000	$34.75	60	005-240-065-000	$34.75
26	005-240-030-000	$34.75	61	005-240-066-000	$34.75
27	005-240-031-000	$34.75			

Assessment Number	Assessor's Parcel Number	Assessment
28	005-240-032-000	$34.75
29	005-240-033-000	$34.75
30	005-240-034-000	$34.75
31	005-240-035-000	$34.75
32	005-240-036-000	$34.75
33	005-240-037-000	$34.75
34	005-240-038-000	$34.75
35	005-240-039-000	$34.75

Assessment Number	Assessor's Parcel Number	Assessment
	TOTAL	$2,119.63

CITY OF MADERA

ZONE 26C

2024-25

1.	BEGINNING FUND BALANCE				$	183.55
2.	LANDSCAPE MAINTENANCE COSTS		$	531.02		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	256.31		
	b.	ENGINEERING ADMINISTRATION	$	166.34		
	c.	LEGAL ADMINISTRATION	$	35.49		
	d.	FINANCE ADMINISTRATION	$	24.68		
	e.	TREE TRIMMING	$	113.00		
	f.	GAS & UTILITIES	$	24.06		
	g.	EQUIPMENT	g.	15.15		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	25.20		
	i.	MADERA COUNTY PROCESSING FEES	$	45.76		
				TOTAL COSTS:	$	1,237.02
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					133.22
5.	TOTAL ASSESSMENT				$	1,186.17
6.	AVERAGE ASSESSMENT PER PARCEL					22.82

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26C - CORDOVA ESTATES PHASE IV

TOTAL ASSESSMENT:
$1,186.17

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-241-002-000	$22.81	36	005-241-037-000	$22.81
2	005-241-003-000	$22.81	37	005-241-038-000	$22.81
3	005-241-004-000	$22.81	38	005-241-039-000	$22.81
4	005-241-005-000	$22.81	39	005-241-040-000	$22.81
5	005-241-006-000	$22.81	40	005-241-041-000	$22.81
6	005-241-007-000	$22.81	41	005-241-042-000	$22.81
7	005-241-008-000	$22.81	42	005-241-043-000	$22.81
8	005-241-009-000	$22.81	43	005-241-044-000	$22.81
9	005-241-010-000	$22.81	44	005-241-045-000	$22.81
10	005-241-011-000	$22.81	45	005-241-046-000	$22.81
11	005-241-012-000	$22.81	46	005-241-047-000	$22.81
12	005-241-013-000	$22.81	47	005-241-048-000	$22.81
13	005-241-014-000	$22.81	48	005-241-049-000	$22.81
14	005-241-015-000	$22.81	49	005-241-050-000	$22.81
15	005-241-016-000	$22.81	50	005-241-051-000	$22.81
16	005-241-017-000	$22.81	51	005-241-052-000	$22.81
17	005-241-018-000	$22.81	52	005-241-053-000	$22.81
18	005-241-019-000	$22.81			
19	005-241-020-000	$22.81		TOTAL	$1,186.17
20	005-241-021-000	$22.81			
21	005-241-022-000	$22.81			
22	005-241-023-000	$22.81			
23	005-241-024-000	$22.81			
24	005-241-025-000	$22.81			
25	005-241-026-000	$22.81			
26	005-241-027-000	$22.81			
27	005-241-028-000	$22.81			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	005-241-029-000	$22.81			
29	005-241-030-000	$22.81			
30	005-241-031-000	$22.81			
31	005-241-032-000	$22.81			
32	005-241-033-000	$22.81			
33	005-241-034-000	$22.81			
34	005-241-035-000	$22.81			
35	005-241-036-000	$22.81			

CITY OF MADERA

ZONE 26D

2024-25

1.	BEGINNING FUND BALANCE			$	(2,247.67)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,202.88		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	266.89		
	b. ENGINEERING ADMINISTRATION	$	87.29		
	c. LEGAL ADMINISTRATION	$	18.63		
	d. FINANCE ADMINISTRATION	$	12.95		
	e. TREE TRIMMING	$	338.00		
	f. GAS & UTILITIES	$	64.37		
	g. EQUIPMENT	g.	56.28		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	58.77		
	i. MADERA COUNTY PROCESSING FEES	$	20.24		
			TOTAL COSTS:	$	3,126.31
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(4,523.65)
5.	TOTAL ASSESSMENT			$	850.32
6.	AVERAGE ASSESSMENT PER PARCEL				36.97

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 26D - OAKWOOD ESTATES

TOTAL ASSESSMENT:
$850.32

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-161-001-000	$36.97			
2	005-161-002-000	$36.97			
3	005-161-003-000	$36.97			
4	005-161-004-000	$36.97			
5	005-161-005-000	$36.97			
6	005-161-006-000	$36.97			
7	005-161-007-000	$36.97			
8	005-161-008-000	$36.97			
9	005-161-009-000	$36.97			
10	005-161-010-000	$36.97			
11	005-161-011-000	$36.97			
12	005-161-012-000	$36.97			
13	005-161-013-000	$36.97			
14	005-161-014-000	$36.97			
15	005-161-015-000	$36.97			
16	005-161-016-000	$36.97			
17	005-161-017-000	$36.97			
18	005-161-018-000	$36.97			
19	005-161-019-000	$36.97			
20	005-161-020-000	$36.97			
21	005-161-021-000	$36.97			
22	005-161-022-000	$36.97			
23	005-161-023-000	$36.97			
	TOTAL	$850.32			

CITY OF MADERA

ZONE 27A

2024-25

1.	BEGINNING FUND BALANCE			$	1,541.85
2.	LANDSCAPE MAINTENANCE COSTS	$	837.40		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	261.81		
	b. ENGINEERING ADMINISTRATION	$	149.99		
	c. LEGAL ADMINISTRATION	$	32.00		
	d. FINANCE ADMINISTRATION	$	22.25		
	e. TREE TRIMMING	$	203.00		
	f. GAS & UTILITIES	$	45.01		
	g. EQUIPMENT	g.	46.95		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	9.35		
	i. MADERA COUNTY PROCESSING FEES	$	40.48		
			TOTAL COSTS:	$	1,648.24
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				1,572.91
5.	TOTAL ASSESSMENT			$	1,679.30
6.	AVERAGE ASSESSMENT PER PARCEL				36.51

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27A - VINEYARD WEST I

TOTAL ASSESSMENT:
$1,679.30

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-454-001-000	$36.50	36	006-454-036-000	$36.51
2	006-454-002-000	$36.51	37	006-454-037-000	$36.51
3	006-454-003-000	$36.51	38	006-454-038-000	$36.51
4	006-454-004-000	$36.51	39	006-454-039-000	$36.51
5	006-454-005-000	$36.51	40	006-454-040-000	$36.51
6	006-454-006-000	$36.51	41	006-454-041-000	$36.51
7	006-454-007-000	$36.51	42	006-454-042-000	$36.51
8	006-454-008-000	$36.51	43	006-454-043-000	$36.51
9	006-454-009-000	$36.51	44	006-454-044-000	$36.51
10	006-454-010-000	$36.51	45	006-454-045-000	$36.51
11	006-454-011-000	$36.51	46	006-454-046-000	$36.51
12	006-454-012-000	$36.51			
13	006-454-013-000	$36.51		TOTAL	$1,679.29
14	006-454-014-000	$36.51			
15	006-454-015-000	$36.51			
16	006-454-016-000	$36.51			
17	006-454-017-000	$36.51			
18	006-454-018-000	$36.51			
19	006-454-019-000	$36.51			
20	006-454-020-000	$36.51			
21	006-454-021-000	$36.51			
22	006-454-022-000	$36.51			
23	006-454-023-000	$36.51			
24	006-454-024-000	$36.51			
25	006-454-025-000	$36.51			
26	006-454-026-000	$36.51			
27	006-454-027-000	$36.51			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	006-454-028-000	$36.51			
29	006-454-029-000	$36.51			
30	006-454-030-000	$36.51			
31	006-454-031-000	$36.51			
32	006-454-032-000	$36.51			
33	006-454-033-000	$36.51			
34	006-454-034-000	$36.51			
35	006-454-035-000	$36.51			

CITY OF MADERA

ZONE 27B

2024-25

1.	BEGINNING FUND BALANCE			$	(2,110.20)
2.	LANDSCAPE MAINTENANCE COSTS	$	2,819.79		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	299.11		
	b. ENGINEERING ADMINISTRATION	$	144.53		
	c. LEGAL ADMINISTRATION	$	30.84		
	d. FINANCE ADMINISTRATION	$	21.44		
	e. TREE TRIMMING	$	315.00		
	f. GAS & UTILITIES	$	331.32		
	g. EQUIPMENT	g.	82.16		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	31.55		
	i. MADERA COUNTY PROCESSING FEES		38.72		
			TOTAL COSTS:	$	4,114.46
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(4,073.59)
5.	TOTAL ASSESSMENT			$	2,150.64
6.	AVERAGE ASSESSMENT PER PARCEL				48.89

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 27B - VINEYARD WEST II

TOTAL ASSESSMENT:
$2,150.64

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	006-550-001-000	$48.88	36	006-550-036-000	$48.88
2	006-550-002-000	$48.88	37	006-550-037-000	$48.88
3	006-550-003-000	$48.88	38	006-550-038-000	$48.88
4	006-550-004-000	$48.88	39	006-550-039-000	$48.88
5	006-550-005-000	$48.88	40	006-550-040-000	$48.88
6	006-550-006-000	$48.88	41	006-550-041-000	$48.88
7	006-550-007-000	$48.88	42	006-550-042-000	$48.88
8	006-550-008-000	$48.88	43	006-550-043-000	$48.88
9	006-550-009-000	$48.88	44	006-550-044-000	$48.88
10	006-550-010-000	$48.88			
				TOTAL	$2,150.64
11	006-550-011-000	$48.88			
12	006-550-012-000	$48.88			
13	006-550-013-000	$48.88			
14	006-550-014-000	$48.88			
15	006-550-015-000	$48.88			
16	006-550-016-000	$48.88			
17	006-550-017-000	$48.88			
18	006-550-018-000	$48.88			
19	006-550-019-000	$48.88			
20	006-550-020-000	$48.88			
21	006-550-021-000	$48.88			
22	006-550-022-000	$48.88			
23	006-550-023-000	$48.88			
24	006-550-024-000	$48.88			
25	006-550-025-000	$48.88			
26	006-550-026-000	$48.88			
27	006-550-027-000	$48.88			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	006-550-028-000	$48.88			
29	006-550-029-000	$48.88			
30	006-550-030-000	$48.88			
31	006-550-031-000	$48.88			
32	006-550-032-000	$48.88			
33	006-550-033-000	$48.88			
34	006-550-034-000	$48.88			
35	006-550-035-000	$48.88			

CITY OF MADERA

ZONE 28A

2024-25

1.	BEGINNING FUND BALANCE				$	7,480.02
2.	LANDSCAPE MAINTENANCE COSTS		$	2,910.73		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	301.72		
	b.	ENGINEERING ADMINISTRATION	$	422.56		
	c.	LEGAL ADMINISTRATION	$	90.17		
	d.	FINANCE ADMINISTRATION	$	62.69		
	e.	TREE TRIMMING	$	833.00		
	f.	GAS & UTILITIES	$	197.07		
	g.	EQUIPMENT	g.	181.54		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	168.92		
	i.	MADERA COUNTY PROCESSING FEES	$	128.48		
				TOTAL COSTS:	$	5,296.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					7,708.19
5.	TOTAL ASSESSMENT				$	5,523.59
6.	AVERAGE ASSESSMENT PER PARCEL					37.84

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28 - CAPISTRANO XII & XIV

TOTAL ASSESSMENT:
$5,523.59

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-500-002-000	$37.83	36	009-500-037-000	$37.83
2	009-500-003-000	$37.83	37	009-500-038-000	$37.83
3	009-500-004-000	$37.83	38	009-500-039-000	$37.83
4	009-500-005-000	$37.83	39	009-500-040-000	$37.83
5	009-500-006-000	$37.83	40	009-500-041-000	$37.83
6	009-500-007-000	$37.83	41	009-500-042-000	$37.83
7	009-500-008-000	$37.83	42	009-500-043-000	$37.83
8	009-500-009-000	$37.83	43	009-500-044-000	$37.83
9	009-500-010-000	$37.83	44	009-500-045-000	$37.83
10	009-500-011-000	$37.83	45	009-500-046-000	$37.83
11	009-500-012-000	$37.83	46	009-500-047-000	$37.83
12	009-500-013-000	$37.83	47	009-500-048-000	$37.83
13	009-500-014-000	$37.83	48	009-500-049-000	$37.83
14	009-500-015-000	$37.83	49	009-500-050-000	$37.83
15	009-500-016-000	$37.83	50	009-500-051-000	$37.83
16	009-500-017-000	$37.83	51	009-500-052-000	$37.83
17	009-500-018-000	$37.83	52	009-500-053-000	$37.83
18	009-500-019-000	$37.83	53	009-500-054-000	$37.83
19	009-500-020-000	$37.83	54	009-500-055-000	$37.83
20	009-500-021-000	$37.83	55	009-500-056-000	$37.83
21	009-500-022-000	$37.83	56	009-500-057-000	$37.83
22	009-500-023-000	$37.83	57	009-500-058-000	$37.83
23	009-500-024-000	$37.83	58	009-500-059-000	$37.83
24	009-500-025-000	$37.83	59	009-500-060-000	$37.83
25	009-500-026-000	$37.83	60	009-500-061-000	$37.83
26	009-500-027-000	$37.83	61	009-500-062-000	$37.83
27	009-500-028-000	$37.83	62	009-500-063-000	$37.83

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	009-500-029-000	$37.83	63	009-500-064-000	$37.83
29	009-500-030-000	$37.83	64	009-500-065-000	$37.83
30	009-500-031-000	$37.83	65	009-500-066-000	$37.83
31	009-500-032-000	$37.83	66	009-500-067-000	$37.83
32	009-500-033-000	$37.83	67	009-500-068-000	$37.83
33	009-500-034-000	$37.83	68	009-500-069-000	$37.83
34	009-500-035-000	$37.83	69	009-500-070-000	$37.83
35	009-500-036-000	$37.83	70	009-500-071-000	$37.83

Assessment Number	Assessor's Parcel Number	Assessment
71	009-500-072-000	$37.83
72	009-500-073-000	$37.83
73	009-500-074-000	$37.83
74	009-500-075-000	$37.83
75	009-500-076-000	$37.83
76	009-500-077-000	$37.83
77	009-500-078-000	$37.83
78	009-500-079-000	$37.83
79	009-500-080-000	$37.83
80	009-500-081-000	$37.83
81	009-500-082-000	$37.83
82	009-500-083-000	$37.83
83	009-500-084-000	$37.83
84	009-500-085-000	$37.83
85	009-500-086-000	$37.83
86	009-500-087-000	$37.83
87	009-530-001-000	$37.83
88	009-530-002-000	$37.83
89	009-530-003-000	$37.83
90	009-530-004-000	$37.83
91	009-530-005-000	$37.83
92	009-530-006-000	$37.83
93	009-530-007-000	$37.83
94	009-530-008-000	$37.83
95	009-530-009-000	$37.83
96	009-530-010-000	$37.83
97	009-530-011-000	$37.83
98	009-530-012-000	$37.83
99	009-530-013-000	$37.83
100	009-530-014-000	$37.83
101	009-530-015-000	$37.83
102	009-530-016-000	$37.83
103	009-530-017-000	$37.83
104	009-530-018-000	$37.83
105	009-530-019-000	$37.83
106	009-530-020-000	$37.83
116	009-530-030-000	$37.83
117	009-530-031-000	$37.83
118	009-530-032-000	$37.83
119	009-530-033-000	$37.83
120	009-530-034-000	$37.83
121	009-530-035-000	$37.83
122	009-530-036-000	$37.83
123	009-530-037-000	$37.83
124	009-530-038-000	$37.83
125	009-530-039-000	$37.83
126	009-530-040-000	$37.83
127	009-530-041-000	$37.83
128	009-530-042-000	$37.83
129	009-530-043-000	$37.83
130	009-530-044-000	$37.83
131	009-530-045-000	$37.83
132	009-530-046-000	$37.83
133	009-530-047-000	$37.83
134	009-530-048-000	$37.83
135	009-530-049-000	$37.83
136	009-530-050-000	$37.83
137	009-530-051-000	$37.83
138	009-530-052-000	$37.83
139	009-530-053-000	$37.83
140	009-530-054-000	$37.83
141	009-530-055-000	$37.83
142	009-530-056-000	$37.83
143	009-530-057-000	$37.83
144	009-530-058-000	$37.83
145	009-530-059-000	$37.83
146	009-530-060-000	$37.83
	TOTAL	$5,523.59

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
107	009-530-021-000	$37.83			
108	009-530-022-000	$37.83			
109	009-530-023-000	$37.83			
110	009-530-024-000	$37.83			
111	009-530-025-000	$37.83			
112	009-530-026-000	$37.83			
113	009-530-027-000	$37.83			
114	009-530-028-000	$37.83			
115	009-530-029-000	$37.83			

CITY OF MADERA

ZONE 28B

2024-25

1.	BEGINNING FUND BALANCE				$	2,201.28
2.	LANDSCAPE MAINTENANCE COSTS		$	363.15		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	262.59		
	b.	ENGINEERING ADMINISTRATION	$	229.03		
	c.	LEGAL ADMINISTRATION	$	48.87		
	d.	FINANCE ADMINISTRATION	$	33.98		
	e.	TREE TRIMMING	$	180.00		
	f.	GAS & UTILITIES	$	47.97		
	g.	EQUIPMENT	g.	25.47		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	27.94		
	i.	MADERA COUNTY PROCESSING FEES	$	66.00		
				TOTAL COSTS:	$	1,285.00
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,358.34
5.	TOTAL ASSESSMENT				$	1,442.06
6.	AVERAGE ASSESSMENT PER PARCEL					19.23

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 28B - CAPISTRANO XIII

TOTAL ASSESSMENT:
$1,442.06

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-510-003-000	$19.23	36	009-510-038-000	$19.23
2	009-510-004-000	$19.23	37	009-510-039-000	$19.23
3	009-510-005-000	$19.23	38	009-510-040-000	$19.23
4	009-510-006-000	$19.23	39	009-510-041-000	$19.23
5	009-510-007-000	$19.23	40	009-510-042-000	$19.23
6	009-510-008-000	$19.23	41	009-510-043-000	$19.23
7	009-510-009-000	$19.23	42	009-510-044-000	$19.23
8	009-510-010-000	$19.23	43	009-510-049-000	$19.23
9	009-510-011-000	$19.23	44	009-510-050-000	$19.23
10	009-510-012-000	$19.23	45	009-510-051-000	$19.23
11	009-510-013-000	$19.23	46	009-510-052-000	$19.23
12	009-510-014-000	$19.23	47	009-510-053-000	$19.23
13	009-510-015-000	$19.23	48	009-510-054-000	$19.23
14	009-510-016-000	$19.23	49	009-510-055-000	$19.23
15	009-510-017-000	$19.23	50	009-510-056-000	$19.23
16	009-510-018-000	$19.23	51	009-510-057-000	$19.23
17	009-510-019-000	$19.23	52	009-510-058-000	$19.23
18	009-510-020-000	$19.23	53	009-510-059-000	$19.23
19	009-510-021-000	$19.23	54	009-510-060-000	$19.23
20	009-510-022-000	$19.23	55	009-510-061-000	$19.23
21	009-510-023-000	$19.23	56	009-510-062-000	$19.23
22	009-510-024-000	$19.23	57	009-510-063-000	$19.23
23	009-510-025-000	$19.23	58	009-510-064-000	$19.23
24	009-510-026-000	$19.23	59	009-510-065-000	$19.23
25	009-510-027-000	$19.23	60	009-510-066-000	$19.23
26	009-510-028-000	$19.23	61	009-510-067-000	$19.23
27	009-510-029-000	$19.23	62	009-510-068-000	$19.23

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	009-510-030-000	$19.23	63	009-510-069-000	$19.23
29	009-510-031-000	$19.23	64	009-510-070-000	$19.23
30	009-510-032-000	$19.23	65	009-510-071-000	$19.23
31	009-510-033-000	$19.23	66	009-510-072-000	$19.23
32	009-510-034-000	$19.23	67	009-510-073-000	$19.23
33	009-510-035-000	$19.23	68	009-510-074-000	$19.23
34	009-510-036-000	$19.23	69	009-510-075-000	$19.23
35	009-510-037-000	$19.23	70	009-510-076-000	$19.23
71	009-510-077-000	$19.23			
72	009-510-078-000	$19.23			
73	009-510-079-000	$19.23			
74	009-510-080-000	$19.23			
75	009-510-081-000	$19.23			
	TOTAL	$1,442.06			

CITY OF MADERA

ZONE 29

2024-25

1.	BEGINNING FUND BALANCE				$	7,568.89
2.	LANDSCAPE MAINTENANCE COSTS		$	7,378.74		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	282.33		
	b.	ENGINEERING ADMINISTRATION	$	528.86		
	c.	LEGAL ADMINISTRATION	$	112.85		
	d.	FINANCE ADMINISTRATION	$	78.46		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	123.17		
	g.	EQUIPMENT	g.	282.48		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	37.66		
	i.	MADERA COUNTY PROCESSING FEES	$	162.80		
				TOTAL COSTS:	$	9,482.35
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					7,298.72
5.	TOTAL ASSESSMENT				$	9,212.19
6.	AVERAGE ASSESSMENT PER PARCEL					49.80

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29 - CHATEAU AT THE VINEYARDS, PHASE I

TOTAL ASSESSMENT:
$9,212.19

Assessment Number	Assessor's Parcel Number	Assessment
1	012-420-001-000	$49.80
2	012-420-002-000	$49.80
3	012-420-003-000	$49.80
4	012-420-004-000	$49.80
5	012-420-005-000	$49.80
6	012-420-006-000	$49.80
7	012-420-007-000	$49.80
8	012-420-008-000	$49.80
9	012-420-009-000	$49.80
10	012-420-010-000	$49.80
11	012-420-011-000	$49.80
12	012-420-012-000	$49.80
13	012-420-013-000	$49.80
14	012-420-014-000	$49.80
15	012-420-015-000	$49.80
16	012-420-016-000	$49.80
17	012-420-017-000	$49.80
18	012-420-018-000	$49.80
19	012-420-019-000	$49.80
20	012-420-020-000	$49.80
21	012-420-021-000	$49.80
22	012-420-022-000	$49.80
23	012-420-023-000	$49.80
24	012-420-024-000	$49.80
25	012-420-025-000	$49.80
26	012-420-026-000	$49.80
27	012-420-027-000	$49.80
28	012-420-028-000	$49.80
36	012-420-036-000	$49.80
37	012-420-037-000	$49.80
38	012-420-038-000	$49.80
39	012-420-039-000	$49.80
40	012-420-040-000	$49.80
41	012-420-041-000	$49.80
42	012-420-042-000	$49.80
43	012-420-043-000	$49.80
44	012-420-044-000	$49.80
45	012-420-045-000	$49.80
46	012-420-046-000	$49.80
47	012-420-047-000	$49.80
48	012-420-048-000	$49.80
49	012-420-049-000	$49.80
50	012-420-050-000	$49.80
51	012-420-051-000	$49.80
52	012-420-052-000	$49.80
53	012-420-053-000	$49.80
54	012-420-054-000	$49.80
55	012-420-055-000	$49.80
56	012-420-056-000	$49.80
57	012-420-057-000	$49.80
58	012-420-058-000	$49.80
59	012-420-059-000	$49.80
60	012-420-060-000	$49.80
61	012-420-061-000	$49.80
62	012-420-062-000	$49.80
63	012-420-063-000	$49.80

Assessment Number	Assessor's Parcel Number	Assessment
29	012-420-029-000	$49.80
30	012-420-030-000	$49.80
31	012-420-031-000	$49.80
32	012-420-032-000	$49.80
33	012-420-033-000	$49.80
34	012-420-034-000	$49.80
35	012-420-035-000	$49.80
71	012-412-001-000	$49.80
72	012-412-002-000	$49.80
73	012-412-003-000	$49.80
74	012-412-004-000	$49.80
75	012-412-005-000	$49.80
76	012-412-006-000	$49.80
77	012-412-007-000	$49.80
78	012-412-008-000	$49.80
79	012-412-009-000	$49.80
80	012-412-010-000	$49.80
81	012-412-011-000	$49.80
82	012-412-012-000	$49.80
83	012-412-013-000	$49.80
84	012-412-014-000	$49.80
85	012-412-015-000	$49.80
86	012-412-016-000	$49.80
87	012-412-017-000	$49.80
88	012-412-018-000	$49.80
89	012-412-019-000	$49.80
90	012-412-020-000	$49.80
91	012-412-021-000	$49.80
92	012-412-022-000	$49.80
93	012-412-023-000	$49.80
94	012-412-024-000	$49.80
95	012-412-025-000	$49.80
96	012-412-026-000	$49.80

Assessment Number	Assessor's Parcel Number	Assessment
64	012-420-064-000	$49.80
65	012-420-065-000	$49.80
66	012-420-066-000	$49.80
67	012-420-067-000	$49.80
68	012-420-068-000	$49.80
69	012-420-069-000	$49.80
70	012-420-070-000	$49.80
116	012-412-046-000	$49.80
117	012-412-047-000	$49.80
118	012-412-048-000	$49.80
119	012-412-049-000	$49.80
120	012-412-050-000	$49.80
121	012-412-051-000	$49.80
122	012-412-052-000	$49.80
123	012-412-053-000	$49.80
124	012-412-054-000	$49.80
125	012-412-055-000	$49.80
126	012-412-056-000	$49.80
127	012-412-057-000	$49.80
128	012-412-058-000	$49.80
129	012-412-059-000	$49.80
130	012-412-060-000	$49.80
131	012-412-061-000	$49.80
132	012-412-062-000	$49.80
133	012-412-063-000	$49.80
134	012-412-064-000	$49.80
135	012-412-065-000	$49.80
136	012-412-066-000	$49.80
137	012-412-067-000	$49.80
138	012-412-068-000	$49.80
139	012-412-069-000	$49.80
140	012-412-070-000	$49.80
141	012-412-071-000	$49.80

Assessment Number	Assessor's Parcel Number	Assessment
97	012-412-027-000	$49.80
98	012-412-028-000	$49.80
99	012-412-029-000	$49.80
100	012-412-030-000	$49.80
101	012-412-031-000	$49.80
102	012-412-032-000	$49.80
103	012-412-033-000	$49.80
104	012-412-034-000	$49.80
105	012-412-035-000	$49.80
106	012-412-036-000	$49.80
107	012-412-037-000	$49.80
108	012-412-038-000	$49.80
109	012-412-039-000	$49.80
110	012-412-040-000	$49.80
111	012-412-041-000	$49.80
112	012-412-042-000	$49.80
113	012-412-043-000	$49.80
114	012-412-044-000	$49.80
115	012-412-045-000	$49.80
142	012-412-072-000	$49.80
143	012-412-073-000	$49.80
144	012-412-074-000	$49.80
145	012-412-075-000	$49.80
146	012-412-076-000	$49.80
147	012-412-077-000	$49.80
148	012-412-078-000	$49.80
149	012-412-079-000	$49.80
150	012-412-080-000	$49.80
151	012-412-081-000	$49.80
152	012-412-082-000	$49.80
153	012-412-083-000	$49.80
154	012-412-084-000	$49.80
155	012-412-085-000	$49.80
156	012-412-086-000	$49.80
157	012-412-087-000	$49.80
158	012-423-001-000	$49.80
159	012-423-002-000	$49.80
160	012-423-003-000	$49.80
161	012-423-004-000	$49.80
162	012-423-005-000	$49.80
163	012-423-006-000	$49.80
164	012-423-007-000	$49.80
165	012-423-008-000	$49.80
166	012-423-009-000	$49.80
167	012-423-010-000	$49.80
168	012-423-011-000	$49.80
169	012-423-012-000	$49.80
170	012-423-013-000	$49.80
171	012-423-014-000	$49.80
172	012-423-015-000	$49.80
173	012-423-016-000	$49.80
174	012-423-017-000	$49.80
175	012-423-018-000	$49.80
176	012-423-019-000	$49.80

Assessment Number	Assessor's Parcel Number	Assessment
177	012-423-020-000	$49.80
178	012-423-021-000	$49.80
179	012-423-022-000	$49.80
180	012-423-023-000	$49.80
181	012-423-024-000	$49.80
182	012-423-025-000	$49.80
183	012-423-026-000	$49.80
184	012-423-027-000	$49.80
185	012-423-028-000	$49.80

$9,212.19

Assessment Number	Assessor's Parcel Number	Assessment

CITY OF MADERA

ZONE 29B

2024-25

1.	BEGINNING FUND BALANCE				$	1,916.28
2.	LANDSCAPE MAINTENANCE COSTS		$	4,109.81		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	282.33		
	b.	ENGINEERING ADMINISTRATION	$	130.91		
	c.	LEGAL ADMINISTRATION	$	27.93		
	d.	FINANCE ADMINISTRATION	$	19.42		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	123.17		
	g.	EQUIPMENT	g.	114.18		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	21.00		
	i.	MADERA COUNTY PROCESSING FEES	$	34.32		
				TOTAL COSTS:	$	5,358.07
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					111.97
5.	TOTAL ASSESSMENT				$	3,553.76
6.	AVERAGE ASSESSMENT PER PARCEL					91.12

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29B - CHATEAU AT THE VINEYARDS, PHASE II

TOTAL ASSESSMENT:
$3,553.76

Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-001-000	$91.12
2	012-421-002-000	$91.12
3	012-421-003-000	$91.12
4	012-421-004-000	$91.12
5	012-421-005-000	$91.12
6	012-421-006-000	$91.12
7	012-421-007-000	$91.12
8	012-421-008-000	$91.12
9	012-421-009-000	$91.12
10	012-421-010-000	$91.12
11	012-421-011-000	$91.12
12	012-421-012-000	$91.12
13	012-421-013-000	$91.12
14	012-421-014-000	$91.12
15	012-421-015-000	$91.12
16	012-421-016-000	$91.12
17	012-421-017-000	$91.12
18	012-421-018-000	$91.12
19	012-421-019-000	$91.12
20	012-421-020-000	$91.12
21	012-421-021-000	$91.12
22	012-421-022-000	$91.12
23	012-421-023-000	$91.12
24	012-421-024-000	$91.12
25	012-421-025-000	$91.12
26	012-421-026-000	$91.12
27	012-421-027-000	$91.12
36	012-421-036-000	$91.12
37	012-421-037-000	$91.12
38	012-421-038-000	$91.12
39	012-421-039-000	$91.12
	TOTAL	$3,553.76

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	012-421-028-000	$91.12			
29	012-421-029-000	$91.12			
30	012-421-030-000	$91.12			
31	012-421-031-000	$91.12			
32	012-421-032-000	$91.12			
33	012421-033-000	$91.12			
34	012-421-034-000	$91.12			
35	012-421-035-000	$91.12			

CITY OF MADERA

ZONE 29C

2024-25

1.	BEGINNING FUND BALANCE				$	2,063.01
2.	LANDSCAPE MAINTENANCE COSTS		$	1,010.75		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	268.13		
	b.	ENGINEERING ADMINISTRATION	$	76.39		
	c.	LEGAL ADMINISTRATION	$	16.30		
	d.	FINANCE ADMINISTRATION	$	11.33		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	225.09		
	g.	EQUIPMENT	g.	30.35		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	5.15		
	i.	MADERA COUNTY PROCESSING FEES	$	16.72		
				TOTAL COSTS:	$	2,155.21
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					1,743.69
5.	TOTAL ASSESSMENT				$	1,835.90
6.	AVERAGE ASSESSMENT PER PARCEL					96.63

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29C - CHATEAU AT THE VINEYARDS, PHASE III

TOTAL ASSESSMENT:
$1,835.90

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-421-041-000	$96.62			
2	012-421-042-000	$96.62			
3	012-421-043-000	$96.62			
4	012-421-044-000	$96.62			
5	012-421-045-000	$96.62			
6	012-421-046-000	$96.62			
7	012-421-047-000	$96.62			
8	012-421-048-000	$96.62			
9	012-421-049-000	$96.62			
10	012-421-050-000	$96.62			
11	012-421-051-000	$96.62			
12	012-421-052-000	$96.62			
13	012-421-053-000	$96.62			
14	012-420-072-000	$96.62			
15	012-420-073-000	$96.62			
16	012-420-074-000	$96.62			
17	012-420-075-000	$96.62			
18	012-420-076-000	$96.62			
19	012-420-077-000	$96.62			
	TOTAL	$1,835.78			

CITY OF MADERA

ZONE 29D

2024-25

1.	BEGINNING FUND BALANCE				$	2,601.21
2.	LANDSCAPE MAINTENANCE COSTS		$	3,689.36		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	282.33		
	b.	ENGINEERING ADMINISTRATION	$	120.00		
	c.	LEGAL ADMINISTRATION	$	25.61		
	d.	FINANCE ADMINISTRATION	$	17.80		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	123.17		
	g.	EQUIPMENT	g.	105.24		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	18.85		
	i.	MADERA COUNTY PROCESSING FEES	$	30.80		
				TOTAL COSTS:	$	4,908.16
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					882.16
5.	TOTAL ASSESSMENT				$	3,189.12
6.	AVERAGE ASSESSMENT PER PARCEL					91.12

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29D - CHATEAU AT THE VINEYARDS, PHASE IV

TOTAL ASSESSMENT:
$3,189.12

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-422-001-000	$91.12			
2	012-422-002-000	$91.12			
3	012-422-003-000	$91.12			
4	012-422-004-000	$91.12			
5	012-422-005-000	$91.12			
6	012-422-006-000	$91.12			
7	012-422-007-000	$91.12			
8	012-422-008-000	$91.12			
9	012-422-009-000	$91.12			
10	012-422-010-000	$91.12			
11	012-422-011-000	$91.12			
12	012-422-012-000	$91.12			
13	012-422-013-000	$91.12			
14	012-422-014-000	$91.12			
15	012-422-015-000	$91.12			
16	012-422-016-000	$91.12			
17	012-422-017-000	$91.12			
18	012-422-018-000	$91.12			
19	012-422-019-000	$91.12			
20	012-422-020-000	$91.12			
21	012-422-021-000	$91.12			
22	012-422-022-000	$91.12			
23	012-422-023-000	$91.12			
24	012-422-024-000	$91.12			
25	012-422-025-000	$91.12			
26	012-422-026-000	$91.12			
27	012-422-027-000	$91.12			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	012-422-028-000	$91.12			
29	012-422-029-000	$91.12			
30	012-422-030-000	$91.12			
31	012-422-031-000	$91.12			
32	012-422-032-000	$91.12			
33	012-422-033-000	$91.12			
34	012-422-034-000	$91.12			
35	012-422-035-000	$91.12			
	TOTAL	$3,189.12			

CITY OF MADERA

ZONE 29E

2024-25

1.	BEGINNING FUND BALANCE				$	3,367.62
2.	LANDSCAPE MAINTENANCE COSTS		$	1,553.08		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	271.65		
	b.	ENGINEERING ADMINISTRATION	$	90.02		
	c.	LEGAL ADMINISTRATION	$	19.21		
	d.	FINANCE ADMINISTRATION	$	13.35		
	e.	TREE TRIMMING	$	495.00		
	f.	GAS & UTILITIES	$	82.49		
	g.	EQUIPMENT	g.	53.62		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	7.92		
	i.	MADERA COUNTY PROCESSING FEES	$	21.12		
				TOTAL COSTS:	$	2,607.46
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,838.75
5.	TOTAL ASSESSMENT				$	2,078.35
6.	AVERAGE ASSESSMENT PER PARCEL					86.61

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 29E - CHATEAU AT THE VINEYARDS, EAST

TOTAL ASSESSMENT:
$2,078.35

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-450-001-000	$86.60			
2	012-450-002-000	$86.60			
3	012-450-003-000	$86.60			
4	012-450-004-000	$86.60			
5	012-450-005-000	$86.60			
6	012-450-006-000	$86.60			
7	012-450-007-000	$86.60			
8	012-450-008-000	$86.60			
9	012-450-009-000	$86.60			
10	012-450-010-000	$86.60			
11	012-450-011-000	$86.60			
12	012-450-012-000	$86.60			
13	012-450-013-000	$86.60			
14	012-450-014-000	$86.60			
15	012-450-015-000	$86.60			
16	012-450-016-000	$86.60			
17	012-450-017-000	$86.60			
18	012-450-018-000	$86.60			
19	012-450-019-000	$86.60			
20	012-450-020-000	$86.60			
21	012-450-021-000	$86.60			
22	012-450-022-000	$86.60			
23	012-450-023-000	$86.60			
24	012-450-024-000	$86.60			
	TOTAL	$2,078.35			

CITY OF MADERA

ZONE 30

2024-25

1.	BEGINNING FUND BALANCE				$	249.91
2.	LANDSCAPE MAINTENANCE COSTS		$	1,724.96		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	259.02		
	b.	ENGINEERING ADMINISTRATION	$	109.10		
	c.	LEGAL ADMINISTRATION	$	23.28		
	d.	FINANCE ADMINISTRATION	$	16.19		
	e.	TREE TRIMMING	$	135.00		
	f.	GAS & UTILITIES	$	34.38		
	g.	EQUIPMENT	g.	78.07		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	10.23		
	i.	MADERA COUNTY PROCESSING FEES	$	27.28		
				TOTAL COSTS:	$	2,417.51
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					535.41
5.	TOTAL ASSESSMENT				$	2,702.70
6.	AVERAGE ASSESSMENT PER PARCEL					87.19

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 30 - YOSEMITE ESTATES

TOTAL ASSESSMENT:
$2,702.70

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-210-005-000	$90.09			
2	012-210-006-000	$90.09			
3	012-210-007-000	$90.09			
4	012-210-008-000	$90.09			
5	012-210-009-000	$90.09			
6	012-210-010-000	$90.09			
7	012-210-011-000	$90.09			
8	012-210-012-000	$90.09			
9	012-210-013-000	$90.09			
10	012-210-014-000	$90.09			
11	012-210-015-000	$90.09			
12	012-210-016-000	$90.09			
13	012-210-017-000	$90.09			
14	012-210-018-000	$90.09			
15	012-210-019-000	$90.09			
16	012-210-020-000	$90.09			
17	012-210-021-000	$90.09			
18	012-210-022-000	$90.09			
19	012-210-023-000	$90.09			
20	012-210-024-000	$90.09			
21	012-210-025-000	$90.09			
22	012-210-026-000	$90.09			
23	012-210-027-000	$90.09			
24	012-210-028-000	$90.09			
25	012-210-029-000	$90.09			
26	012-210-030-000	$90.09			
27	012-210-031-000	$90.09			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	012-210-032-000	$90.09			
29	012-210-033-000	$90.09			
30	012-210-034-000	$90.09			
	TOTAL	$2,702.70			

CITY OF MADERA

ZONE 31A

2024-25

1.	BEGINNING FUND BALANCE			$	(5,247.43)
2.	LANDSCAPE MAINTENANCE COSTS	$	13,592.04		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	606.03		
	b. ENGINEERING ADMINISTRATION	$	280.82		
	c. LEGAL ADMINISTRATION	$	59.92		
	d. FINANCE ADMINISTRATION	$	41.66		
	e. TREE TRIMMING	$	1,868.00		
	f. GAS & UTILITIES	$	1,840.47		
	g. EQUIPMENT	g.	1,172.81		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	98.62		
	i. MADERA COUNTY PROCESSING FEES	$	82.72		
			TOTAL COSTS:	$	19,643.09
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				(10,185.26)
5.	TOTAL ASSESSMENT			$	14,705.26
6.	AVERAGE ASSESSMENT PER PARCEL				156.44

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31A - HIGHLANDS I

TOTAL ASSESSMENT:
$14,705.26

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-430-001-000	$156.44	36	012-430-036-000	$156.44
2	012-430-002-000	$156.44	37	012-430-037-000	$156.44
3	012-430-003-000	$156.44	38	012-431-001-000	$156.44
4	012-430-004-000	$156.44	39	012-431-002-000	$156.44
5	012-430-005-000	$156.44	40	012-431-003-000	$156.44
6	012-430-006-000	$156.44	41	012-431-004-000	$156.44
7	012-430-007-000	$156.44	42	012-431-005-000	$156.44
8	012-430-008-000	$156.44	43	012-431-006-000	$156.44
9	012-430-009-000	$156.44	44	012-431-007-000	$156.44
10	012-430-010-000	$156.44	45	012-431-008-000	$156.44
11	012-430-011-000	$156.44	46	012-431-009-000	$156.44
12	012-430-012-000	$156.44	47	012-431-010-000	$156.44
13	012-430-013-000	$156.44	48	012-431-011-000	$156.44
14	012-430-014-000	$156.44	49	012-431-012-000	$156.44
15	012-430-015-000	$156.44	50	012-431-013-000	$156.44
16	012-430-016-000	$156.44	51	012-431-014-000	$156.44
17	012-430-017-000	$156.44	52	012-431-015-000	$156.44
18	012-430-018-000	$156.44	53	012-431-016-000	$156.44
19	012-430-019-000	$156.44	54	012-431-017-000	$156.44
20	012-430-020-000	$156.44	55	012-431-018-000	$156.44
21	012-430-021-000	$156.44	56	012-431-019-000	$156.44
22	012-430-022-000	$156.44	57	012-431-020-000	$156.44
23	012-430-023-000	$156.44	58	012-431-021-000	$156.44
24	012-430-024-000	$156.44	59	012-431-022-000	$156.44
25	012-430-025-000	$156.44	60	012-431-023-000	$156.44
26	012-430-026-000	$156.44	61	012-431-024-000	$156.44
27	012-430-027-000	$156.44	62	012-431-025-000	$156.44

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	012-430-028-000	$156.44	63	012-431-026-000	$156.44
29	012-430-029-000	$156.44	64	012-431-027-000	$156.44
30	012-430-030-000	$156.44	65	012-431-028-000	$156.44
31	012-430-031-000	$156.44	66	012-431-029-000	$156.44
32	012-430-032-000	$156.44	67	012-431-030-000	$156.44
33	012-430-033-000	$156.44	68	012-431-031-000	$156.44
34	012-430-034-000	$156.44	69	012-431-032-000	$156.44
35	012-430-035-000	$156.44	70	012-431-033-000	$156.44

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-431-034-000	$156.44			
72	012-431-035-000	$156.44			
73	012-431-036-000	$156.44			
74	012-431-037-000	$156.44			
75	012-431-038-000	$156.44			
76	012-431-039-000	$156.44			
77	012-431-040-000	$156.44			
78	012-431-041-000	$156.44			
79	012-431-042-000	$156.44			
80	012-431-043-000	$156.44			
81	012-431-044-000	$156.44			
82	012-431-045-000	$156.44			
83	012-431-046-000	$156.44			
84	012-431-047-000	$156.44			
85	012-431-048-000	$156.44			
86	012-431-049-000	$156.44			
87	012-431-050-000	$156.44			
88	012-431-051-000	$156.44			
89	012-431-052-000	$156.44			
90	012-431-053-000	$156.44			
91	012-431-054-000	$156.44			
92	012-431-055-000	$156.44			
93	012-431-056-000	$156.44			
94	012-431-057-000	$156.44			
	TOTAL:	$14,705.26			

CITY OF MADERA

ZONE 31B

2024-25

1.	BEGINNING FUND BALANCE				$	36,606.51
2.	LANDSCAPE MAINTENANCE COSTS		$	27,885.81		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	715.28		
	b.	ENGINEERING ADMINISTRATION	$	697.85		
	c.	LEGAL ADMINISTRATION	$	148.91		
	d.	FINANCE ADMINISTRATION	$	103.53		
	e.	TREE TRIMMING	$	2,588.00		
	f.	GAS & UTILITIES	$	2,767.88		
	g.	EQUIPMENT	g.	1,168.71		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	82.51		
	i.	MADERA COUNTY PROCESSING FEES	$	217.36		
				TOTAL COSTS:	$	36,375.85
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					34,211.80
5.	TOTAL ASSESSMENT				$	33,981.13
6.	AVERAGE ASSESSMENT PER PARCEL					137.58

ASSESSMENT ROLL
2013-2014 ASSESSMENT
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 31B - HIGHLANDS II

TOTAL ASSESSMENT:
$33,981.13

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-371-001-000	$125.58	36	012-372-009-000	$125.58
2	012-371-002-000	$125.58	37	012-372-010-000	$125.58
3	012-371-003-000	$125.58	38	012-372-011-000	$125.58
4	012-371-004-000	$125.58	39	012-372-012-000	$125.58
5	012-371-005-000	$125.58	40	012-372-013-000	$125.58
6	012-371-006-000	$125.58	41	012-372-014-000	$125.58
7	012-371-007-000	$125.58	42	012-372-015-000	$125.58
8	012-371-008-000	$125.58	43	012-372-016-000	$125.58
9	012-371-009-000	$125.58	44	012-372-017-000	$125.58
10	012-371-010-000	$125.58	45	012-372-018-000	$125.58
11	012-371-011-000	$125.58	46	012-372-019-000	$125.58
12	012-371-012-000	$125.58	47	012-372-020-000	$125.58
13	012-371-013-000	$125.58	48	012-372-021-000	$125.58
14	012-371-014-000	$125.58	49	012-372-022-000	$125.58
15	012-371-015-000	$125.58	50	012-372-023-000	$125.58
16	012-371-016-000	$125.58	51	012-372-024-000	$125.58
17	012-371-017-000	$125.58	52	012-373-001-000	$125.58
18	012-371-018-000	$125.58	53	012-373-002-000	$125.58
19	012-371-019-000	$125.58	54	012-373-003-000	$125.58
20	012-371-020-000	$125.58	55	012-373-004-000	$125.58
21	012-371-021-000	$125.58	56	012-373-005-000	$125.58
22	012-371-022-000	$125.58	57	012-373-006-000	$125.58
23	012-371-023-000	$125.58	58	012-373-007-000	$125.58
24	012-371-024-000	$125.58	59	012-373-008-000	$125.58
25	012-371-025-000	$125.58	60	012-373-009-000	$125.58
26	012-371-026-000	$125.58	61	012-373-010-000	$125.58
27	012-371-027-000	$125.58	62	012-373-011-000	$125.58

Assessment Number	Assessor's Parcel Number	Assessment	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	012-372-001-000	$125.58		63	012-373-012-000	$125.58
29	012-372-002-000	$125.58		64	012-373-013-000	$125.58
30	012-372-003-000	$125.58		65	012-373-014-000	$125.58
31	012-372-004-000	$125.58		66	012-373-015-000	$125.58
32	012-372-005-000	$125.58		67	012-373-016-000	$125.58
33	012-372-006-000	$125.58		68	012-373-017-000	$125.58
34	012-372-007-000	$125.58		69	012-373-018-000	$125.58
35	012-372-008-000	$125.58		70	012-373-019-000	$125.58

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-373-020-000	$125.58	116	012-371-055-000	$125.58
72	012-373-021-000	$125.58	117	012-371-056-000	$125.58
73	012-373-022-000	$125.58	118	012-371-057-000	$125.58
74	012-373-023-000	$125.58	119	012-371-058-000	$125.58
75	012-373-024-000	$125.58	120	012-371-059-000	$125.58
76	012-372-025-000	$125.58	121	012-371-060-000	$125.58
77	012-372-026-000	$125.58	122	012-371-061-000	$125.58
78	012-372-027-000	$125.58	123	012-371-062-000	$125.58
79	012-372-028-000	$125.58	124	012-371-063-000	$125.58
80	012-372-029-000	$125.58	125	012-371-064-000	$125.58
81	012-372-030-000	$125.58	126	012-371-065-000	$125.58
82	012-372-031-000	$125.58	127	012-371-066-000	$125.58
83	012-372-032-000	$125.58	128	012-371-067-000	$125.58
84	012-372-033-000	$125.58	129	012-371-068-000	$125.58
85	012-372-034-000	$125.58	130	012-371-069-000	$125.58
86	012-372-035-000	$125.58	131	012-372-038-000	$125.58
87	012-372-071-000	$125.58	132	012-372-039-000	$125.58
88	012-372-072-000	$125.58	133	012-372-040-000	$125.58
89	012-371-028-000	$125.58	134	012-372-041-000	$125.58
90	012-371-029-000	$125.58	135	012-372-042-000	$125.58
91	012-371-030-000	$125.58	136	012-372-043-000	$125.58
92	012-371-031-000	$125.58	137	012-372-044-000	$125.58
93	012-371-032-000	$125.58	138	012-372-045-000	$125.58
94	012-371-033-000	$125.58	139	012-372-046-000	$125.58
95	012-371-034-000	$125.58	140	012-372-047-000	$125.58
96	012-371-035-000	$125.58	141	012-372-048-000	$125.58
97	012-371-036-000	$125.58	142	012-372-049-000	$125.58
98	012-371-037-000	$125.58	143	012-372-050-000	$125.58
99	012-371-038-000	$125.58	144	012-372-051-000	$125.58
100	012-371-039-000	$125.58	145	012-372-052-000	$125.58
101	012-371-040-000	$125.58	146	012-372-053-000	$125.58
102	012-371-041-000	$125.58	147	012-372-054-000	$125.58
103	012-371-042-000	$125.58	148	012-372-055-000	$125.58
104	012-371-043-000	$125.58	149	012-372-056-000	$125.58
105	012-371-044-000	$125.58	150	012-372-057-000	$125.58
106	012-371-045-000	$125.58	151	012-372-058-000	$125.58

Assessment Number	Assessor's Parcel Number	Assessment	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
107	012-371-046-000	$125.58		152	012-372-059-000	$125.58
108	012-371-047-000	$125.58		153	012-372-060-000	$125.58
109	012-371-048-000	$125.58		154	012-372-061-000	$125.58
110	012-371-049-000	$125.58		155	012-372-062-000	$125.58
111	012-371-050-000	$125.58		156	012-372-063-000	$125.58
112	012-371-051-000	$125.58		157	012-372-064-000	$125.58
113	012-371-052-000	$125.58		158	012-373-025-000	$125.58
114	012-371-053-000	$125.58		159	012-373-026-000	$176.98
115	012-371-054-000	$125.58		160	012-373-027-000	$125.58

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
161	012-373-028-000	$176.98	206	012-373-056-000	$125.58
162	012-373-029-000	$125.58	207	012-373-057-000	$176.98
163	012-373-030-000	$133.16	208	012-373-058-000	$176.98
164	012-373-031-000	$176.98	209	012-374-018-000	$176.98
165	012-373-032-000	$125.58	210	012-374-019-000	$176.98
166	012-373-033-000	$176.98	211	012-374-020-000	$176.98
167	012-373-034-000	$176.98	212	012-374-021-000	$132.94
168	012-373-035-000	$176.98	213	012-374-022-000	$125.58
169	012-373-036-000	$176.98	214	012-374-023-000	$176.98
170	012-373-037-000	$176.98	215	012-374-024-000	$125.58
171	012-373-038-000	$176.98	216	012-374-025-000	$176.98
172	012-373-039-000	$125.58	217	012-374-026-000	$155.72
173	012-373-040-000	$125.58	218	012-374-027-000	$125.58
174	012-373-041-000	$176.98	219	012-374-028-000	$142.40
175	012-373-042-000	$125.58	220	012-374-029-000	$125.58
176	012-373-043-000	$125.58	221	012-374-030-000	$176.98
177	012-373-044-000	$176.98	222	012-374-031-000	$176.98
178	012-373-045-000	$125.58	223	012-374-032-000	$176.98
179	012-373-046-000	$176.98	224	012-374-033-000	$173.30
180	012-373-047-000	$176.98	225	012-374-034-000	$176.98
181	012-374-001-000	$176.98	226	012-374-035-000	$151.10
182	012-374-002-000	$125.58	227	012-374-036-000	$176.98
183	012-374-003-000	$176.98	228	012-374-037-000	$125.58
184	012-374-004-000	$176.98	229	012-374-038-000	$171.08
185	012-374-005-000	$176.98	230	012-374-039-000	$176.98
186	012-374-006-000	$176.98	231	012-374-040-000	$132.66
187	012-374-007-000	$125.58	232	012-373-059-000	$125.58
188	012-374-008-000	$176.98	233	012-373-060-000	$176.98
189	012-374-009-000	$176.98	234	012-373-061-000	$176.98
190	012-373-048-000	$125.58	235	012-373-062-000	$176.98
191	012-373-049-000	$125.58	236	012-373-063-000	$176.98
192	012-373-050-000	$125.58	237	012-373-064-000	$176.98
193	012-373-051-000	$125.58	238	012-373-065-000	$176.98
194	012-373-052-000	$125.58	239	012-373-066-000	$125.58
195	012-374-010-000	$125.58	240	012-373-067-000	$176.98

Assessment Number	Assessor's Parcel Number	Assessment	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
196	012-374-011-000	$176.98		241	012-373-068-000	$176.98
197	012-374-012-000	$176.98		242	012-373-069-000	$176.98
198	012-374-013-000	$176.98		243	012-373-070-000	$125.58
199	012-374-014-000	$176.98		244	012-373-071-000	$176.98
200	012-374-015-000	$176.98		245	012-372-065-000	$176.98
201	012-374-016-000	$125.58		246	012-372-066-000	$125.58
202	012-374-017-000	$176.98		247	012-372-067-000	$176.98
203	012-373-053-000	$176.98				
204	012-373-054-000	$176.98				
205	012-373-055-000	$176.98				
					TOTAL	$33,981.13

CITY OF MADERA

ZONE 32A

2024-25

1.	BEGINNING FUND BALANCE				$	2,644.45
2.	LANDSCAPE MAINTENANCE COSTS		$	5,623.68		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	317.67		
	b.	ENGINEERING ADMINISTRATION	$	149.99		
	c.	LEGAL ADMINISTRATION	$	32.00		
	d.	FINANCE ADMINISTRATION	$	22.25		
	e.	TREE TRIMMING	$	698.00		
	f.	GAS & UTILITIES	$	523.35		
	g.	EQUIPMENT	g.	231.79		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	170.09		
	i.	MADERA COUNTY PROCESSING FEES	$	40.48		
				TOTAL COSTS:	$	7,809.31
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					205.09
5.	TOTAL ASSESSMENT				$	5,369.96
6.	AVERAGE ASSESSMENT PER PARCEL					116.74

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32A - LA JOLLA ESTATES NORTH PHASE I

TOTAL ASSESSMENT:
$5,369.96

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-270-001-000	$116.74	36	005-270-036-000	$116.74
2	005-270-002-000	$116.74	37	005-270-037-000	$116.74
3	005-270-047-000	$116.74	38	005-270-038-000	$116.74
4	005-270-048-000	$116.74	39	005-270-039-000	$116.74
5	005-270-049-000	$116.74	40	005-270-040-000	$116.74
6	005-270-050-000	$116.74	41	005-270-041-000	$116.74
7	005-270-007-000	$116.74	42	005-270-042-000	$116.74
8	005-270-008-000	$116.74	43	005-270-043-000	$116.74
9	005-270-009-000	$116.74	44	005-270-044-000	$116.74
10	005-270-010-000	$116.74	45	005-270-053-000	$116.74
11	005-270-011-000	$116.74	46	005-270-054-000	$116.74
12	005-270-012-000	$116.74			
13	005-270-013-000	$116.74		TOTAL	$5,369.96
14	005-270-014-000	$116.74			
15	005-270-015-000	$116.74			
16	005-270-016-000	$116.74			
17	005-270-017-000	$116.74			
18	005-270-018-000	$116.74			
19	005-270-019-000	$116.74			
20	005-270-020-000	$116.74			
21	005-270-021-000	$116.74			
22	005-270-022-000	$116.74			
23	005-270-023-000	$116.74			
24	005-270-024-000	$116.74			
25	005-270-025-000	$116.74			
26	005-270-026-000	$116.74			
27	005-270-027-000	$116.74			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	005-270-028-000	$116.74			
29	005-270-029-000	$116.74			
30	005-270-030-000	$116.74			
31	005-270-051-000	$116.74			
32	005-270-032-000	$116.74			
33	005-270-033-000	$116.74			
34	005-270-034-000	$116.74			
35	005-270-035-000	$116.74			

CITY OF MADERA

ZONE 32B

2024-25

1.	BEGINNING FUND BALANCE				$	5,293.31
2.	LANDSCAPE MAINTENANCE COSTS		$	4,227.61		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	294.93		
	b.	ENGINEERING ADMINISTRATION	$	152.71		
	c.	LEGAL ADMINISTRATION	$	32.59		
	d.	FINANCE ADMINISTRATION	$	22.66		
	e.	TREE TRIMMING	$	743.00		
	f.	GAS & UTILITIES	$	347.10		
	g.	EQUIPMENT	g.	172.68		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	289.54		
	i.	MADERA COUNTY PROCESSING FEES	$	41.36		
				TOTAL COSTS:	$	6,324.18
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					3,427.62
5.	TOTAL ASSESSMENT				$	4,458.50
6.	AVERAGE ASSESSMENT PER PARCEL					94.86

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 32B - LA JOLLA ESTATES NORTH PHASE II

TOTAL ASSESSMENT:
$4,458.50

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-280-001-000	$94.86	36	005-280-036-000	$94.86
2	005-280-002-000	$94.86	37	005-280-037-000	$94.86
3	005-280-003-000	$94.86	38	005-280-038-000	$94.86
4	005-280-004-000	$94.86	39	005-280-039-000	$94.86
5	005-280-005-000	$94.86	40	005-280-040-000	$94.86
6	005-280-006-000	$94.86	41	005-280-041-000	$94.86
7	005-280-007-000	$94.86	42	005-280-042-000	$94.86
8	005-280-008-000	$94.86	43	005-280-043-000	$94.86
9	005-280-009-000	$94.86	44	005-280-044-000	$94.86
10	005-280-010-000	$94.86	45	005-280-045-000	$94.86
11	005-280-011-000	$94.86	46	005-280-046-000	$94.86
12	005-280-012-000	$94.86	47	005-280-047-000	$94.86
13	005-280-013-000	$94.86			
14	005-280-014-000	$94.86			
15	005-280-015-000	$94.86		TOTAL	$4,458.50
16	005-280-016-000	$94.86			
17	005-280-017-000	$94.86			
18	005-280-018-000	$94.86			
19	005-280-019-000	$94.86			
20	005-280-020-000	$94.86			
21	005-280-021-000	$94.86			
22	005-280-022-000	$94.86			
23	005-280-023-000	$94.86			
24	005-280-024-000	$94.86			
25	005-280-025-000	$94.86			
26	005-280-026-000	$94.86			
27	005-280-027-000	$94.86			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	005-280-028-000	$94.86			
29	005-280-029-000	$94.86			
30	005-280-030-000	$94.86			
31	005-280-031-000	$94.86			
32	005-280-032-000	$94.86			
33	005-280-033-000	$94.86			
34	005-280-034-000	$94.86			
35	005-280-035-000	$94.86			

CITY OF MADERA

ZONE 33

2024-25

1.	BEGINNING FUND BALANCE				$	5,383.25
2.	LANDSCAPE MAINTENANCE COSTS		$	6,285.61		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	320.86		
	b.	ENGINEERING ADMINISTRATION	$	190.87		
	c.	LEGAL ADMINISTRATION	$	40.73		
	d.	FINANCE ADMINISTRATION	$	28.32		
	e.	TREE TRIMMING	$	630.00		
	f.	GAS & UTILITIES	$	269.96		
	g.	EQUIPMENT	g.	258.14		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	30.68		
	i.	MADERA COUNTY PROCESSING FEES	$	53.68		
				TOTAL COSTS:	$	8,108.84
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					4,533.38
5.	TOTAL ASSESSMENT				$	7,258.97
6.	AVERAGE ASSESSMENT PER PARCEL					119.00

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 33 - SOUTH STAR

TOTAL ASSESSMENT:
$7,258.97

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-360-004-000	$119.00	36	012-360-039-000	$119.00
2	012-360-005-000	$119.00	37	012-360-040-000	$119.00
3	012-360-006-000	$119.00	38	012-360-041-000	$119.00
4	012-360-007-000	$119.00	39	012-360-042-000	$119.00
5	012-360-008-000	$119.00	40	012-360-043-000	$119.00
6	012-360-009-000	$119.00	41	012-360-044-000	$119.00
7	012-360-010-000	$119.00	42	012-360-045-000	$119.00
8	012-360-011-000	$119.00	43	012-360-046-000	$119.00
9	012-360-012-000	$119.00	44	012-360-047-000	$119.00
10	012-360-013-000	$119.00	45	012-360-048-000	$119.00
11	012-360-014-000	$119.00	46	012-360-049-000	$119.00
12	012-360-015-000	$119.00	47	012-360-050-000	$119.00
13	012-360-016-000	$119.00	48	012-360-051-000	$119.00
14	012-360-017-000	$119.00	49	012-360-052-000	$119.00
15	012-360-018-000	$119.00	50	012-360-053-000	$119.00
16	012-360-019-000	$119.00	51	012-360-054-000	$119.00
17	012-360-020-000	$119.00	52	012-360-055-000	$119.00
18	012-360-021-000	$119.00	53	012-360-056-000	$119.00
19	012-360-022-000	$119.00	54	012-360-057-000	$119.00
20	012-360-023-000	$119.00	55	012-360-058-000	$119.00
21	012-360-024-000	$119.00	56	012-360-059-000	$119.00
22	012-360-025-000	$119.00	57	012-360-060-000	$119.00
23	012-360-026-000	$119.00	58	012-360-061-000	$119.00
24	012-360-027-000	$119.00	59	012-360-062-000	$119.00
25	012-360-028-000	$119.00	60	012-360-063-000	$119.00
26	012-360-029-000	$119.00	61	012-360-064-000	$119.00
27	012-360-030-000	$119.00			

Assessment Number	Assessor's Parcel Number	Assessment
28	012-360-031-000	$119.00
29	012-360-032-000	$119.00
30	012-360-033-000	$119.00
31	012-360-034-000	$119.00
32	012-360-035-000	$119.00
33	012-360-036-000	$119.00
34	012-360-037-000	$119.00
35	012-360-038-000	$119.00

Assessment Number	Assessor's Parcel Number	Assessment
	TOTAL	$7,258.97

CITY OF MADERA

ZONE 34

2024-25

1.	BEGINNING FUND BALANCE				$	973.43
2.	LANDSCAPE MAINTENANCE COSTS		$	8,760.13		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	334.99		
	b.	ENGINEERING ADMINISTRATION	$	299.90		
	c.	LEGAL ADMINISTRATION	$	63.99		
	d.	FINANCE ADMINISTRATION	$	44.49		
	e.	TREE TRIMMING	$	743.00		
	f.	GAS & UTILITIES	$	460.52		
	g.	EQUIPMENT	g.	303.19		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	133.72		
	i.	MADERA COUNTY PROCESSING FEES	$	88.88		
				TOTAL COSTS:	$	11,232.81
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,132.47
5.	TOTAL ASSESSMENT				$	12,391.84
6.	AVERAGE ASSESSMENT PER PARCEL					122.69

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34 - KENNEDY ESTATES PHASE I & II

TOTAL ASSESSMENT:
$12,391.84

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-300-001-000	$122.69	36	005-300-036-000	$122.69
2	005-300-002-000	$122.69	37	005-300-037-000	$122.69
3	005-300-003-000	$122.69	38	005-300-038-000	$122.69
4	005-300-004-000	$122.69	39	005-300-039-000	$122.69
5	005-300-005-000	$122.69	40	005-300-040-000	$122.69
6	005-300-006-000	$122.69	41	005-300-041-000	$122.69
7	005-300-007-000	$122.69	42	005-300-042-000	$122.69
8	005-300-008-000	$122.69	43	005-300-043-000	$122.69
9	005-300-009-000	$122.69	44	005-300-044-000	$122.69
10	005-300-010-000	$122.69	45	005-300-045-000	$122.69
11	005-300-011-000	$122.69	46	005-300-046-000	$122.69
12	005-300-012-000	$122.69	47	005-300-047-000	$122.69
13	005-300-013-000	$122.69	48	005-300-048-000	$122.69
14	005-300-014-000	$122.69	49	005-300-049-000	$122.69
15	005-300-015-000	$122.69	50	005-300-050-000	$122.69
16	005-300-016-000	$122.69	51	005-300-051-000	$122.69
17	005-300-017-000	$122.69	52	005-300-052-000	$122.69
18	005-300-018-000	$122.69	53	005-301-001-000	$122.69
19	005-300-019-000	$122.69	54	005-301-002-000	$122.69
20	005-300-020-000	$122.69	55	005-301-003-000	$122.69
21	005-300-021-000	$122.69	56	005-301-004-000	$122.69
22	005-300-022-000	$122.69	57	005-301-005-000	$122.69
23	005-300-023-000	$122.69	58	005-301-006-000	$122.69
24	005-300-024-000	$122.69	59	005-301-007-000	$122.69
25	005-300-025-000	$122.69	60	005-301-008-000	$122.69
26	005-300-026-000	$122.69	61	005-301-009-000	$122.69
27	005-300-027-000	$122.69	62	005-301-010-000	$122.69

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	005-300-028-000	$122.69	63	005-301-011-000	$122.69
29	005-300-029-000	$122.69	64	005-301-012-000	$122.69
30	005-300-030-000	$122.69	65	005-301-013-000	$122.69
31	005-300-031-000	$122.69	66	005-301-014-000	$122.69
32	005-300-032-000	$122.69	67	005-301-015-000	$122.69
33	005-300-033-000	$122.69	68	005-301-016-000	$122.69
34	005-300-034-000	$122.69	69	005-301-017-000	$122.69
35	005-300-035-000	$122.69	70	005-301-018-000	$122.69

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	005-301-019-000	$122.69			
72	005-301-020-000	$122.69			
73	005-301-021-000	$122.69			
74	005-301-022-000	$122.69			
75	005-301-023-000	$122.69			
76	005-301-024-000	$122.69			
77	005-301-025-000	$122.69			
78	005-301-026-000	$122.69			
79	005-301-027-000	$122.69			
80	005-301-028-000	$122.69			
81	005-301-029-000	$122.69			
82	005-301-030-000	$122.69			
83	005-301-031-000	$122.69			
84	005-301-032-000	$122.69			
85	005-301-033-000	$122.69			
86	005-301-034-000	$122.69			
87	005-301-035-000	$122.69			
88	005-301-036-000	$122.69			
89	005-301-037-000	$122.69			
90	005-301-038-000	$122.69			
91	005-301-039-000	$122.69			
92	005-301-040-000	$122.69			
93	005-301-041-000	$122.69			
94	005-301-042-000	$122.69			
95	005-301-043-000	$122.69			
96	005-301-044-000	$122.69			
97	005-301-045-000	$122.69			
98	005-301-046-000	$122.69			
99	005-301-047-000	$122.69			
100	005-301-048-000	$122.69			
101	005-301-049-000	$122.69			
	TOTAL	$12,391.84			

CITY OF MADERA

ZONE 34B

2024-25

1.	BEGINNING FUND BALANCE			$	27,080.47
2.	LANDSCAPE MAINTENANCE COSTS	$	2,665.38		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	337.27		
	b. ENGINEERING ADMINISTRATION	$	163.61		
	c. LEGAL ADMINISTRATION	$	34.91		
	d. FINANCE ADMINISTRATION	$	24.27		
	e. TREE TRIMMING	$	383.00		
	f. GAS & UTILITIES	$	536.21		
	g. EQUIPMENT	g.	164.79		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	107.74		
	i. MADERA COUNTY PROCESSING FEES	$	44.88		
			TOTAL COSTS:	$	4,462.07
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				22,618.40
5.	TOTAL ASSESSMENT			$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL				0.00

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34B
Kennedy Estates Phase 3
TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-303-001-000	$0.00	36	005-303-037-000	$0.00
2	005-303-002-000	$0.00	37	005-303-038-000	$0.00
3	005-303-003-000	$0.00	38	005-303-039-000	$0.00
4	005-303-004-000	$0.00	39	005-303-040-000	$0.00
5	005-303-005-000	$0.00	40	005-303-041-000	$0.00
6	005-303-006-000	$0.00	41	005-303-042-000	$0.00
7	005-303-007-000	$0.00	42	005-303-043-000	$0.00
8	005-303-008-000	$0.00	43	005-303-044-000	$0.00
9	005-303-009-000	$0.00	44	005-303-045-000	$0.00
10	005-303-010-000	$0.00	45	005-303-046-000	$0.00
11	005-303-011-000	$0.00	46	005-303-047-000	$0.00
12	005-303-012-000	$0.00	47	005-303-048-000	$0.00
13	005-303-013-000	$0.00	48	005-303-049-000	$0.00
14	005-303-014-000	$0.00	49	005-303-050-000	$0.00
15	005-303-015-000	$0.00	50	005-303-051-000	$0.00
16	005-303-016-000	$0.00	51	005-303-052-000	$0.00
17	005-303-017-000	$0.00			
18	005-303-019-000	$0.00		TOTAL	$0.00
19	005-303-020-000	$0.00			
20	005-303-021-000	$0.00			
21	005-303-022-000	$0.00			
22	005-303-023-000	$0.00			
23	005-303-024-000	$0.00			
24	005-303-025-000	$0.00			
25	005-303-026-000	$0.00			
26	005-303-027-000	$0.00			
27	005-303-028-000	$0.00			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	005-303-029-000	$0.00			
29	005-303-030-000	$0.00			
30	005-303-031-000	$0.00			
31	005-303-032-000	$0.00			
32	005-303-033-000	$0.00			
33	005-303-034-000	$0.00			
34	005-303-035-000	$0.00			
35	005-303-036-000	$0.00			

CITY OF MADERA

ZONE 34C

2024-25

1.	BEGINNING FUND BALANCE				$	5,855.87
2.	LANDSCAPE MAINTENANCE COSTS		$	8.56		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	337.27		
	b.	ENGINEERING ADMINISTRATION	$	163.61		
	c.	LEGAL ADMINISTRATION	$	34.91		
	d.	FINANCE ADMINISTRATION	$	24.27		
	e.	TREE TRIMMING	$	383.00		
	f.	GAS & UTILITIES	$	332.49		
	g.	EQUIPMENT	g.	164.79		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	107.74		
	i.	MADERA COUNTY PROCESSING FEES	$	44.88		
				TOTAL COSTS:	$	1,601.54
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					5,904.33
5.	TOTAL ASSESSMENT				$	1,650.00
6.	AVERAGE ASSESSMENT PER PARCEL					32.35

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 34C
Kennedy Estates Phase 4
TOTAL ASSESSMENT:
$1,650.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	005-304-001-000	$32.35	36	005-304-036-000	$32.35
2	005-304-002-000	$32.35	37	005-304-037-000	$32.35
3	005-304-003-000	$32.35	38	005-304-038-000	$32.35
4	005-304-004-000	$32.35	39	005-304-039-000	$32.35
5	005-304-005-000	$32.35	40	005-304-040-000	$32.35
6	005-304-006-000	$32.35	41	005-304-041-000	$32.35
7	005-304-007-000	$32.35	42	005-304-042-000	$32.35
8	005-304-008-000	$32.35	43	005-304-043-000	$32.35
9	005-304-009-000	$32.35	44	005-304-044-000	$32.35
10	005-304-010-000	$32.35	45	005-304-045-000	$32.35
11	005-304-011-000	$32.35	46	005-304-046-000	$32.35
12	005-304-012-000	$32.35	47	005-304-047-000	$32.35
13	005-304-013-000	$32.35	48	005-304-048-000	$32.35
14	005-304-014-000	$32.35	49	005-304-049-000	$32.35
15	005-304-015-000	$32.35	50	005-304-050-000	$32.35
16	005-304-016-000	$32.35	51	005-304-051-000	$32.35
17	005-304-017-000	$32.35			
18	005-304-018-000	$32.35		TOTAL	$1,650.00
19	005-304-019-000	$32.35			
20	005-304-020-000	$32.35			
21	005-304-021-000	$32.35			
22	005-304-022-000	$32.35			
23	005-304-023-000	$32.35			
24	005-304-024-000	$32.35			
25	005-304-025-000	$32.35			
26	005-304-026-000	$32.35			
27	005-304-027-000	$32.35			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	005-304-028-000	$32.35			
29	005-304-029-000	$32.35			
30	005-304-030-000	$32.35			
31	005-304-031-000	$32.35			
32	005-304-032-000	$32.35			
33	005-304-033-000	$32.35			
34	005-304-034-000	$32.35			
35	005-304-035-000	$32.35			

CITY OF MADERA

ZONE 35

2024-25

1.	BEGINNING FUND BALANCE			$	3,421.78
2.	LANDSCAPE MAINTENANCE COSTS	$	1,648.05		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	276.29		
	b. ENGINEERING ADMINISTRATION	$	269.92		
	c. LEGAL ADMINISTRATION	$	57.60		
	d. FINANCE ADMINISTRATION	$	40.04		
	e. TREE TRIMMING	$	203.00		
	f. GAS & UTILITIES	$	100.17		
	g. EQUIPMENT	g.	93.04		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	20.45		
	i. MADERA COUNTY PROCESSING FEES	$	79.20		
			TOTAL COSTS:	$	2,787.75
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				3,361.00
5.	TOTAL ASSESSMENT			$	2,726.06
6.	AVERAGE ASSESSMENT PER PARCEL				30.30

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 35 - SANTA BARBARA ESTATES

TOTAL ASSESSMENT:
$2,726.06

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-540-001-000	$30.29	36	009-540-036-000	$30.29
2	009-540-002-000	$30.29	37	009-540-037-000	$30.29
3	009-540-003-000	$30.29	38	009-540-038-000	$30.29
4	009-540-004-000	$30.29	39	009-540-039-000	$30.29
5	009-540-005-000	$30.29	40	009-540-040-000	$30.29
6	009-540-006-000	$30.29	41	009-540-041-000	$30.29
7	009-540-007-000	$30.29	42	009-540-042-000	$30.29
8	009-540-008-000	$30.29	43	009-540-043-000	$30.29
9	009-540-009-000	$30.29	44	009-540-044-000	$30.29
10	009-540-010-000	$30.29	45	009-540-045-000	$30.29
11	009-540-011-000	$30.29	46	009-540-046-000	$30.29
12	009-540-012-000	$30.29	47	009-540-047-000	$30.29
13	009-540-013-000	$30.29	48	009-540-048-000	$30.29
14	009-540-014-000	$30.29	49	009-540-049-000	$30.29
15	009-540-015-000	$30.29	50	009-540-050-000	$30.29
16	009-540-016-000	$30.29	51	009-540-051-000	$30.29
17	009-540-017-000	$30.29	52	009-540-052-000	$30.29
18	009-540-018-000	$30.29	53	009-540-053-000	$30.29
19	009-540-019-000	$30.29	54	009-540-054-000	$30.29
20	009-540-020-000	$30.29	55	009-540-055-000	$30.29
21	009-540-021-000	$30.29	56	009-540-056-000	$30.29
22	009-540-022-000	$30.29	57	009-540-057-000	$30.29
23	009-540-023-000	$30.29	58	009-540-058-000	$30.29
24	009-540-024-000	$30.29	59	009-540-059-000	$30.29
25	009-540-025-000	$30.29	60	009-540-060-000	$30.29
26	009-540-026-000	$30.29	61	009-540-061-000	$30.29
27	009-540-027-000	$30.29	62	009-540-062-000	$30.29

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	009-540-028-000	$30.29	63	009-540-063-000	$30.29
29	009-540-029-000	$30.29	64	009-540-064-000	$30.29
30	009-540-030-000	$30.29	65	009-540-065-000	$30.29
31	009-540-031-000	$30.29	66	009-540-066-000	$30.29
32	009-540-032-000	$30.29	67	009-540-067-000	$30.29
33	009-540-033-000	$30.29	68	009-540-068-000	$30.29
34	009-540-034-000	$30.29	69	009-540-069-000	$30.29
35	009-540-035-000	$30.29	70	009-540-070-000	$30.29

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-540-071-000	$30.29			
72	009-540-072-000	$30.29			
73	009-540-073-000	$30.29			
74	009-540-074-000	$30.29			
75	009-540-075-000	$30.29			
76	009-540-076-000	$30.29			
77	009-540-077-000	$30.29			
78	009-540-078-000	$30.29			
79	009-540-079-000	$30.29			
80	009-540-080-000	$30.29			
81	009-540-081-000	$30.29			
82	009-540-082-000	$30.29			
83	009-540-083-000	$30.29			
84	009-540-084-000	$30.29			
85	009-540-085-000	$30.29			
86	009-540-086-000	$30.29			
87	009-540-087-000	$30.29			
88	009-540-088-000	$30.29			
89	009-540-089-000	$30.29			
90	009-540-090-000	$30.29			
	TOTAL	$2,726.06			

CITY OF MADERA

ZONE 36A

2024-25

1.	BEGINNING FUND BALANCE			$	15,507.16
2.	LANDSCAPE MAINTENANCE COSTS	$	6,783.36		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	307.98		
	b. ENGINEERING ADMINISTRATION	$	411.65		
	c. LEGAL ADMINISTRATION	$	87.84		
	d. FINANCE ADMINISTRATION	$	61.07		
	e. TREE TRIMMING	$	990.00		
	f. GAS & UTILITIES	$	220.91		
	g. EQUIPMENT	g.	387.93		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	109.17		
	i. MADERA COUNTY PROCESSING FEES	$	124.96		
			TOTAL COSTS:	$	9,484.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				13,780.51
5.	TOTAL ASSESSMENT			$	7,756.81
6.	AVERAGE ASSESSMENT PER PARCEL				54.64

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36A
Mariposa Estates
TOTAL ASSESSMENT:
$7,756.81

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-291-001-000	$54.63	36	011-292-012-000	$54.63
2	011-291-002-000	$54.63	37	011-292-013-000	$54.63
3	011-291-003-000	$54.63	38	011-292-014-000	$54.63
4	011-291-004-000	$54.63	39	011-292-015-000	$54.63
5	011-291-005-000	$54.63	40	011-292-016-000	$54.63
6	011-291-006-000	$54.63	41	011-292-017-000	$54.63
7	011-291-007-000	$54.63	42	011-292-018-000	$54.63
8	011-291-008-000	$54.63	43	011-292-019-000	$54.63
9	011-291-009-000	$54.63	44	011-292-020-000	$54.63
10	011-291-010-000	$54.63	45	011-292-021-000	$54.63
11	011-291-011-000	$54.63	46	011-292-022-000	$54.63
12	011-291-012-000	$54.63	47	011-292-023-000	$54.63
13	011-291-013-000	$54.63	48	011-292-024-000	$54.63
14	011-291-014-000	$54.63	49	011-292-025-000	$54.63
15	011-291-015-000	$54.63	50	011-292-026-000	$54.63
16	011-291-016-000	$54.63	51	011-292-027-000	$54.63
17	011-291-017-000	$54.63	52	011-292-028-000	$54.63
18	011-291-018-000	$54.63	53	011-292-029-000	$54.63
19	011-291-019-000	$54.63	54	011-292-030-000	$54.63
20	011-291-020-000	$54.63	55	011-292-031-000	$54.63
21	011-291-021-000	$54.63	56	011-292-032-000	$54.63
22	011-291-022-000	$54.63	57	011-292-033-000	$54.63
23	011-291-023-000	$54.63	58	011-292-034-000	$54.63
24	011-291-024-000	$54.63	59	011-292-035-000	$54.63
25	011-292-001-000	$54.63	60	011-292-036-000	$54.63
26	011-292-002-000	$54.63	61	011-292-037-000	$54.63
27	011-292-003-000	$54.63	62	011-292-038-000	$54.63

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	011-292-004-000	$54.63	63	011-292-039-000	$54.63
29	011-292-005-000	$54.63	64	011-292-040-000	$54.63
30	011-292-006-000	$54.63	65	011-292-041-000	$54.63
31	011-292-007-000	$54.63	66	011-292-042-000	$54.63
32	011-292-008-000	$54.63	67	011-292-095-000	$54.63
33	011-292-009-000	$54.63	68	011-292-044-000	$54.63
34	011-292-010-000	$54.63	69	011-292-045-000	$54.63
35	011-292-011-000	$54.63	70	011-292-046-000	$54.63

Assessment Number	Assessor's Parcel Number	Assessment
71	011-292-047-000	$54.63
72	011-291-025-000	$54.63
73	011-291-026-000	$54.63
74	011-291-027-000	$54.63
75	011-291-028-000	$54.63
76	011-291-029-000	$54.63
77	011-291-030-000	$54.63
78	011-291-031-000	$54.63
79	011-291-032-000	$54.63
80	011-291-033-000	$54.63
81	011-291-034-000	$54.63
82	011-291-035-000	$54.63
83	011-291-036-000	$54.63
84	011-292-048-000	$54.63
85	011-292-049-000	$54.63
86	011-292-050-000	$54.63
87	011-292-051-000	$54.63
88	011-292-052-000	$54.63
89	011-292-053-000	$54.63
90	011-292-054-000	$54.63
91	011-292-055-000	$54.63
92	011-292-056-000	$54.63
93	011-292-096-000	$54.63
94	011-292-058-000	$54.63
95	011-292-059-000	$54.63
96	011-292-060-000	$54.63
97	011-292-061-000	$54.63
98	011-292-062-000	$54.63
99	011-292-063-000	$54.63
100	011-292-064-000	$54.63
101	011-292-065-000	$54.63
102	011-292-066-000	$54.63
103	011-292-067-000	$54.63
104	011-292-068-000	$54.63
105	011-292-069-000	$54.63
116	011-291-038-000	$54.63
117	011-291-039-000	$54.63
118	011-291-040-000	$54.63
119	011-291-041-000	$54.63
120	011-291-042-000	$54.63
121	011-292-079-000	$54.63
122	011-292-080-000	$54.63
123	011-292-081-000	$54.63
124	011-292-082-000	$54.63
125	011-292-083-000	$54.63
126	011-292-084-000	$54.63
127	011-292-085-000	$54.63
128	011-292-086-000	$54.63
129	011-292-087-000	$54.63
130	011-292-088-000	$54.63
131	011-292-089-000	$54.63
132	011-292-090-000	$54.63
133	011-292-091-000	$54.63
134	011-292-092-000	$54.63
135	011-291-043-000	$54.63
136	011-291-044-000	$54.63
137	011-291-045-000	$54.63
138	011-291-046-000	$54.63
139	011-291-047-000	$54.63
140	011-291-048-000	$54.63
141	011-292-094-000	$54.63
142	011-292-097-000	$54.63
	TOTAL	$7,756.81

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
106	011-292-070-000	$54.63			
107	011-292-071-000	$54.63			
108	011-292-072-000	$54.63			
109	011-292-073-000	$54.63			
110	011-292-074-000	$54.63			
111	011-292-075-000	$54.63			
112	011-292-076-000	$54.63			
113	011-292-077-000	$54.63			
114	011-292-078-000	$54.63			
115	011-291-037-000	$54.63			

CITY OF MADERA

ZONE 36B

2024-25

1.	BEGINNING FUND BALANCE				$	307.88
2.	LANDSCAPE MAINTENANCE COSTS		$	397.41		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	253.81		
	b.	ENGINEERING ADMINISTRATION	$	51.86		
	c.	LEGAL ADMINISTRATION	$	11.07		
	d.	FINANCE ADMINISTRATION	$	7.69		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	220.91		
	g.	EQUIPMENT	g.	22.77		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	5.37		
	i.	MADERA COUNTY PROCESSING FEES	$	8.80		
				TOTAL COSTS:	$	979.69
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					682.77
5.	TOTAL ASSESSMENT				$	1,354.48
6.	AVERAGE ASSESSMENT PER PARCEL					135.46

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36B
Mariposa Estates II
TOTAL ASSESSMENT:
$1,354.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-260-008-000	$135.45			
2	011-260-009-000	$135.45			
3	011-260-010-000	$135.45			
4	011-260-011-000	$135.45			
5	011-260-012-000	$135.45			
6	011-260-013-000	$135.45			
7	011-260-014-000	$135.45			
8	011-260-015-000	$135.45			
9	011-260-016-000	$135.45			
10	011-260-017-000	$135.45			
	Total	$1,354.48			

CITY OF MADERA

ZONE 36C

2024-25

1.	BEGINNING FUND BALANCE				$	982.87
2.	LANDSCAPE MAINTENANCE COSTS		$	2,637.97		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	281.12		
	b.	ENGINEERING ADMINISTRATION	$	149.99		
	c.	LEGAL ADMINISTRATION	$	32.00		
	d.	FINANCE ADMINISTRATION	$	22.25		
	e.	TREE TRIMMING	$	293.00		
	f.	GAS & UTILITIES	$	118.56		
	g.	EQUIPMENT	g.	110.85		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	47.27		
	i.	MADERA COUNTY PROCESSING FEES	$	40.48		
				TOTAL COSTS:	$	3,733.49
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,073.08
5.	TOTAL ASSESSMENT				$	4,823.70
6.	AVERAGE ASSESSMENT PER PARCEL					104.86

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 36C - OLIVE ESTATES

TOTAL ASSESSMENT:
$4,823.70

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-272-002-000	$104.86	36	011-272-037-000	$104.86
2	011-272-003-000	$104.86	37	011-272-038-000	$104.86
3	011-272-004-000	$104.86	38	011-272-039-000	$104.86
4	011-272-005-000	$104.86	39	011-272-040-000	$104.86
5	011-272-006-000	$104.86	40	011-272-041-000	$104.86
6	011-272-007-000	$104.86	41	011-272-042-000	$104.86
7	011-272-008-000	$104.86	42	011-272-043-000	$104.86
8	011-272-009-000	$104.86	43	011-272-044-000	$104.86
9	011-272-010-000	$104.86	44	011-272-045-000	$104.86
10	011-272-011-000	$104.86	45	011-272-046-000	$104.86
11	011-272-012-000	$104.86	46	011-272-047-000	$104.86
12	011-272-013-000	$104.86			
13	011-272-014-000	$104.86		TOTAL	$4,823.70
14	011-272-015-000	$104.86			
15	011-272-016-000	$104.86			
16	011-272-017-000	$104.86			
17	011-272-018-000	$104.86			
18	011-272-019-000	$104.86			
19	011-272-020-000	$104.86			
20	011-272-021-000	$104.86			
21	011-272-022-000	$104.86			
22	011-272-023-000	$104.86			
23	011-272-024-000	$104.86			
24	011-272-025-000	$104.86			
25	011-272-026-000	$104.86			
26	011-272-027-000	$104.86			
27	011-272-028-000	$104.86			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	011-272-029-000	$104.86			
29	011-272-030-000	$104.86			
30	011-272-031-000	$104.86			
31	011-272-032-000	$104.86			
32	011-272-033-000	$104.86			
33	011-272-034-000	$104.86			
34	011-272-035-000	$104.86			
35	011-272-036-000	$104.86			

CITY OF MADERA

ZONE 37

2024-25

1.	BEGINNING FUND BALANCE				$	2,661.14
2.	LANDSCAPE MAINTENANCE COSTS		$	1,586.21		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	275.21		
	b.	ENGINEERING ADMINISTRATION	$	297.17		
	c.	LEGAL ADMINISTRATION	$	63.41		
	d.	FINANCE ADMINISTRATION	$	44.09		
	e.	TREE TRIMMING	$	383.00		
	f.	GAS & UTILITIES	$	96.06		
	g.	EQUIPMENT	g.	89.58		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	30.68		
	i.	MADERA COUNTY PROCESSING FEES	$	88.00		
				TOTAL COSTS:	$	2,953.42
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					2,662.67
5.	TOTAL ASSESSMENT				$	2,954.95
6.	AVERAGE ASSESSMENT PER PARCEL					29.55

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 37 - ALMOND TREE ESTATES

TOTAL ASSESSMENT:
$2,954.95

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-560-001-000	$29.55	36	009-561-019-000	$29.55
2	009-560-002-000	$29.55	37	009-561-020-000	$29.55
3	009-560-003-000	$29.55	38	009-561-021-000	$29.55
4	009-560-004-000	$29.55	39	009-561-022-000	$29.55
5	009-560-005-000	$29.55	40	009-561-023-000	$29.55
6	009-560-006-000	$29.55	41	009-561-024-000	$29.55
7	009-560-007-000	$29.55	42	009-561-025-000	$29.55
8	009-560-008-000	$29.55	43	009-561-026-000	$29.55
9	009-560-009-000	$29.55	44	009-561-027-000	$29.55
10	009-560-010-000	$29.55	45	009-561-028-000	$29.55
11	009-560-011-000	$29.55	46	009-561-029-000	$29.55
12	009-560-012-000	$29.55	47	009-561-030-000	$29.55
13	009-560-013-000	$29.55	48	009-561-031-000	$29.55
14	009-560-014-000	$29.55	49	009-561-032-000	$29.55
15	009-560-015-000	$29.55	50	009-561-033-000	$29.55
16	009-560-016-000	$29.55	51	009-560-018-000	$29.55
17	009-560-017-000	$29.55	52	009-560-019-000	$29.55
18	009-561-001-000	$29.55	53	009-560-020-000	$29.55
19	009-561-002-000	$29.55	54	009-560-021-000	$29.55
20	009-561-003-000	$29.55	55	009-560-022-000	$29.55
21	009-561-004-000	$29.55	56	009-560-023-000	$29.55
22	009-561-005-000	$29.55	57	009-560-024-000	$29.55
23	009-561-006-000	$29.55	58	009-560-025-000	$29.55
24	009-561-007-000	$29.55	59	009-560-026-000	$29.55
25	009-561-008-000	$29.55	60	009-560-027-000	$29.55
26	009-561-009-000	$29.55	61	009-560-028-000	$29.55
27	009-561-010-000	$29.55	62	009-560-029-000	$29.55

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	009-561-011-000	$29.55	63	009-560-030-000	$29.55
29	009-561-012-000	$29.55	64	009-560-031-000	$29.55
30	009-561-013-000	$29.55	65	009-560-032-000	$29.55
31	009-561-014-000	$29.55	66	009-560-033-000	$29.55
32	009-561-015-000	$29.55	67	009-560-034-000	$29.55
33	009-561-016-000	$29.55	68	009-560-035-000	$29.55
34	009-561-017-000	$29.55	69	009-560-036-000	$29.55
35	009-561-018-000	$29.55	70	009-560-037-000	$29.55

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-560-038-000	$29.55			
72	009-560-039-000	$29.55			
73	009-560-040-000	$29.55			
74	009-560-041-000	$29.55			
75	009-560-042-000	$29.55			
76	009-560-043-000	$29.55			
77	009-561-034-000	$29.55			
78	009-561-035-000	$29.55			
79	009-561-036-000	$29.55			
80	009-561-037-000	$29.55			
81	009-561-038-000	$29.55			
82	009-561-039-000	$29.55			
83	009-561-040-000	$29.55			
84	009-561-041-000	$29.55			
85	009-561-042-000	$29.55			
86	009-561-043-000	$29.55			
87	009-561-044-000	$29.55			
88	009-561-045-000	$29.55			
89	009-561-046-000	$29.55			
90	009-561-047-000	$29.55			
91	009-561-048-000	$29.55			
92	009-561-049-000	$29.55			
93	009-560-044-000	$29.55			
94	009-560-045-000	$29.55			
95	009-560-046-000	$29.55			
96	009-560-047-000	$29.55			
97	009-560-048-000	$29.55			
98	009-560-049-000	$29.55			
99	009-560-050-000	$29.55			
100	009-560-051-000	$29.55			
	TOTAL	$2,954.95			

CITY OF MADERA

ZONE 39

2024-25

1.	BEGINNING FUND BALANCE				$	4,668.14
2.	LANDSCAPE MAINTENANCE COSTS		$	1,795.19		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	332.05		
	b.	ENGINEERING ADMINISTRATION	$	457.99		
	c.	LEGAL ADMINISTRATION	$	97.73		
	d.	FINANCE ADMINISTRATION	$	67.94		
	e.	TREE TRIMMING	$	473.00		
	f.	GAS & UTILITIES	$	312.62		
	g.	EQUIPMENT	g.	125.51		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	20.45		
	i.	MADERA COUNTY PROCESSING FEES	$	139.92		
				TOTAL COSTS:	$	3,822.42
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					4,912.54
5.	TOTAL ASSESSMENT				$	4,066.00
6.	AVERAGE ASSESSMENT PER PARCEL					27.10

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 39 - CARMEL HOMES III AND VARBELLA

TOTAL ASSESSMENT:
$4,066.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-470-001-000	$25.57	36	012-470-036-000	$25.57
2	012-470-002-000	$25.57	37	012-470-037-000	$25.57
3	012-470-003-000	$25.57	38	012-470-038-000	$25.57
4	012-470-004-000	$25.57	39	012-470-039-000	$25.57
5	012-470-005-000	$25.57	40	012-470-040-000	$25.57
6	012-470-006-000	$25.57	41	012-470-041-000	$25.57
7	012-470-007-000	$25.57	42	012-470-042-000	$25.57
8	012-470-008-000	$25.57	43	012-470-043-000	$25.57
9	012-470-009-000	$25.57	44	012-470-044-000	$25.57
10	012-470-010-000	$25.57	45	012-470-045-000	$25.57
11	012-470-011-000	$25.57	46	012-470-046-000	$25.57
12	012-470-012-000	$25.57	47	012-470-047-000	$25.57
13	012-470-013-000	$25.57	48	012-470-048-000	$25.57
14	012-470-014-000	$25.57	49	012-470-049-000	$25.57
15	012-470-015-000	$25.57	50	012-470-050-000	$25.57
16	012-470-016-000	$25.57	51	012-470-051-000	$25.57
17	012-470-017-000	$25.57	52	012-470-052-000	$25.57
18	012-470-018-000	$25.57	53	012-470-053-000	$25.57
19	012-470-019-000	$25.57	54	012-470-054-000	$25.57
20	012-470-020-000	$25.57	55	012-470-055-000	$25.57
21	012-470-021-000	$25.57	56	012-470-056-000	$25.57
22	012-470-022-000	$25.57	57	012-470-057-000	$25.57
23	012-470-023-000	$25.57	58	012-470-058-000	$25.57
24	012-470-024-000	$25.57	59	012-470-059-000	$25.57
25	012-470-025-000	$25.57	60	012-470-060-000	$25.57
26	012-470-026-000	$25.57	61	012-470-061-000	$25.57
27	012-470-027-000	$25.57	62	012-470-062-000	$25.57

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	012-470-028-000	$25.57	63	012-470-063-000	$25.57
29	012-470-029-000	$25.57	64	012-470-064-000	$25.57
30	012-470-030-000	$25.57	65	012-470-065-000	$25.57
31	012-470-031-000	$25.57	66	012-470-066-000	$25.57
32	012-470-032-000	$25.57	67	012-470-067-000	$25.57
33	012-470-033-000	$25.57	68	012-470-068-000	$25.57
34	012-470-034-000	$25.57	69	012-470-069-000	$25.57
35	012-470-035-000	$25.57	70	012-470-070-000	$25.57

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-470-071-000	$25.57	116	012-461-034-000	$25.57
72	012-470-072-000	$25.57	117	012-461-035-000	$25.57
73	012-470-073-000	$25.57	118	012-461-036-000	$25.57
74	012-470-074-000	$25.57	119	012-461-037-000	$25.57
75	012-470-075-000	$25.57	120	012-461-038-000	$25.57
76	012-470-076-000	$25.57	121	012-461-039-000	$25.57
77	012-470-077-000	$25.57	122	012-461-040-000	$25.57
78	012-470-078-000	$25.57	123	012-461-041-000	$25.57
79	012-470-079-000	$25.57	124	012-461-042-000	$25.57
80	012-470-080-000	$25.57	125	012-461-043-000	$25.57
81	012-470-081-000	$25.57	126	012-461-044-000	$25.57
82	012-470-082-000	$25.57	127	012-461-045-000	$25.57
83	012-461-001-000	$25.57	128	012-461-046-000	$25.57
84	012-461-002-000	$25.57	129	012-461-047-000	$25.57
85	012-461-003-000	$25.57	130	012-461-048-000	$25.57
86	012-461-004-000	$25.57	131	012-461-049-000	$25.57
87	012-461-005-000	$25.57	132	012-461-050-000	$25.57
88	012-461-006-000	$25.57	133	012-461-051-000	$25.57
89	012-461-007-000	$25.57	134	012-461-052-000	$25.57
90	012-461-008-000	$25.57	135	012-461-053-000	$25.57
91	012-461-009-000	$25.57	136	012-461-054-000	$25.57
92	012-461-083-000	$25.57	137	012-461-055-000	$25.57
93	012-461-084-000	$25.57	138	012-461-056-000	$25.57
94	012-461-012-000	$25.57	139	012-461-057-000	$25.57
95	012-461-013-000	$25.57	140	012-461-058-000	$25.57
96	012-461-014-000	$25.57	141	012-461-059-000	$25.57
97	012-461-015-000	$25.57	142	012-461-060-000	$25.57
98	012-461-016-000	$25.57	143	012-461-061-000	$25.57
99	012-461-017-000	$25.57	144	012-461-062-000	$25.57
100	012-461-018-000	$25.57			
101	012-461-019-000	$25.57	146	012-461-064-000	$25.57
102	012-461-020-000	$25.57	147	012-461-065-000	$25.57
103	012-461-021-000	$25.57	148	012-461-066-000	$25.57
104	012-461-022-000	$25.57	149	012-461-067-000	$25.57
105	012-461-023-000	$25.57	150	012-461-068-000	$25.57
106	012-461-024-000	$25.57	151	012-461-069-000	$25.57

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
107	012-461-025-000	$25.57	152	012-461-070-000	$25.57
108	012-461-026-000	$25.57	153	012-461-071-000	$25.57
109	012-461-027-000	$25.57	154	012-461-072-000	$25.57
110	012-461-028-000	$25.57	155	012-461-073-000	$25.57
111	012-461-029-000	$25.57	156	012-461-074-000	$25.57
112	012-461-030-000	$25.57	157	012-461-075-000	$25.57
113	012-461-031-000	$25.57	158	012-461-076-000	$25.57
114	012-461-032-000	$25.57	159	012-461-077-000	$25.57
115	012-461-033-000	$25.57			
	TOTAL	$4,040.42			

CITY OF MADERA

ZONE 40

2024-25

1.	BEGINNING FUND BALANCE				$	5,776.92
2.	LANDSCAPE MAINTENANCE COSTS		$	3,705.15		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	306.80		
	b.	ENGINEERING ADMINISTRATION	$	245.39		
	c.	LEGAL ADMINISTRATION	$	52.36		
	d.	FINANCE ADMINISTRATION	$	36.40		
	e.	TREE TRIMMING	$	788.00		
	f.	GAS & UTILITIES	$	216.41		
	g.	EQUIPMENT	g.	209.19		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	40.90		
	i.	MADERA COUNTY PROCESSING FEES	$	71.28		
				TOTAL COSTS:	$	5,671.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					5,404.52
5.	TOTAL ASSESSMENT				$	5,298.71
6.	AVERAGE ASSESSMENT PER PARCEL					65.43

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 40 - TIERRA VISTA ESTATES, Rai Apartments

TOTAL ASSESSMENT:
$5,298.71

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-254-005-000	$67.93	36	012-254-040-000	$67.93
2	012-254-006-000	$67.93	37	012-254-041-000	$67.93
3	012-254-007-000	$67.93	38	012-254-042-000	$67.93
4	012-254-008-000	$67.93	39	012-254-043-000	$67.93
5	012-254-009-000	$67.93	40	012-254-044-000	$67.93
6	012-254-010-000	$67.93	41	012-254-045-000	$67.93
7	012-254-011-000	$67.93	42	012-254-046-000	$67.93
8	012-254-012-000	$67.93	43	012-254-047-000	$67.93
9	012-254-013-000	$67.93	44	012-254-048-000	$67.93
10	012-254-014-000	$67.93	45	012-254-049-000	$67.93
11	012-254-015-000	$67.93	46	012-254-050-000	$67.93
12	012-254-016-000	$67.93	47	012-254-051-000	$67.93
13	012-254-017-000	$67.93	48	012-254-052-000	$67.93
14	012-254-018-000	$67.93	49	012-254-053-000	$67.93
15	012-254-019-000	$67.93	50	012-254-054-000	$67.93
16	012-254-020-000	$67.93	51	012-254-055-000	$67.93
17	012-254-021-000	$67.93	52	012-254-056-000	$67.93
18	012-254-022-000	$67.93	53	012-254-057-000	$67.93
19	012-254-023-000	$67.93	54	012-254-058-000	$67.93
20	012-254-024-000	$67.93	55	012-254-059-000	$67.93
21	012-254-025-000	$67.93	56	012-254-060-000	$67.93
22	012-254-026-000	$67.93	57	012-254-061-000	$67.93
23	012-254-027-000	$67.93	58	012-254-062-000	$67.93
24	012-254-028-000	$67.93	59	012-254-063-000	$67.93
25	012-254-029-000	$67.93	60	012-254-064-000	$67.93
26	012-254-030-000	$67.93	61	012-254-065-000	$67.93
27	012-254-031-000	$67.93	62	012-254-066-000	$67.93

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	012-254-032-000	$67.93	63	012-254-067-000	$67.93
29	012-254-033-000	$67.93	64	012-254-068-000	$67.93
30	012-254-034-000	$67.93	65	012-254-069-000	$67.93
31	012-254-035-000	$67.93	66	012-254-070-000	$67.93
32	012-254-036-000	$67.93	67	012-254-071-000	$67.93
33	012-254-037-000	$67.93	68	012-254-072-000	$67.93
34	012-254-038-000	$67.93	69	012-254-073-000	$67.93
35	012-254-039-000	$67.93	70	012-254-074-000	$67.93

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	012-254-075-000	$67.93			
72	012-254-076-000	$67.93			
73	012-254-077-000	$67.93			
74	012-254-078-000	$67.93			
75	012-254-079-000	$67.93			
76	012-254-080-000	$67.93			
77	012-254-081-000	$67.93			
78	012-254-082-000	$67.93			
79	012-270-002-000	$0.00			
80	012-270-001-000	$0.00			
81	012-253-002-000	$0.00			
	Total	$5,298.71			

CITY OF MADERA

ZONE 41

2024-25

1.	BEGINNING FUND BALANCE			$	446.47
2.	LANDSCAPE MAINTENANCE COSTS	$	4,198.49		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	289.66		
	b. ENGINEERING ADMINISTRATION	$	103.65		
	c. LEGAL ADMINISTRATION	$	22.12		
	d. FINANCE ADMINISTRATION	$	15.38		
	e. TREE TRIMMING	$	248.00		
	f. GAS & UTILITIES	$	151.11		
	g. EQUIPMENT	g.	140.35		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	10.23		
	i. MADERA COUNTY PROCESSING FEES	$	25.52		
			TOTAL COSTS:	$	5,204.49
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				984.72
5.	TOTAL ASSESSMENT			$	5,742.46
6.	AVERAGE ASSESSMENT PER PARCEL				198.03

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 41 - Pond Place Estates

TOTAL ASSESSMENT:
$5,742.46

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	012-440-001-000	$198.02			
2	012-440-002-000	$198.02			
3	012-440-003-000	$198.02			
4	012-440-004-000	$198.02			
5	012-440-005-000	$198.02			
6	012-440-006-000	$198.02			
7	012-440-007-000	$198.02			
8	012-440-008-000	$198.02			
9	012-440-009-000	$198.02			
10	012-440-010-000	$198.02			
11	012-440-011-000	$198.02			
12	012-440-012-000	$198.02			
13	012-440-013-000	$198.02			
14	012-440-014-000	$198.02			
15	012-440-015-000	$198.02			
16	012-440-016-000	$198.02			
17	012-440-017-000	$198.02			
18	012-440-018-000	$198.02			
19	012-440-019-000	$198.02			
20	012-440-020-000	$198.02			
21	012-440-021-000	$198.02			
22	012-440-022-000	$198.02			
23	012-440-023-000	$198.02			
24	012-440-024-000	$198.02			
25	012-440-025-000	$198.02			
26	012-440-026-000	$198.02			
27	012-440-027-000	$198.02			
28	012-440-028-000	$198.02			

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
29	012-440-029-000	$198.02			
	Total	$5,742.46			

CITY OF MADERA

ZONE 43A

2024-25

1.	BEGINNING FUND BALANCE			$	87,948.03
2.	LANDSCAPE MAINTENANCE COSTS	$	54,075.03		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	1,388.07		
	b. ENGINEERING ADMINISTRATION	$	858.67		
	c. LEGAL ADMINISTRATION	$	183.23		
	d. FINANCE ADMINISTRATION	$	127.39		
	e. TREE TRIMMING	$	2,385.00		
	f. GAS & UTILITIES	$	4,115.20		
	g. EQUIPMENT	g.	3,188.45		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	562.99		
	i. MADERA COUNTY PROCESSING FEES	$	269.28		
			TOTAL COSTS:	$	67,153.30
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				73,759.34
5.	TOTAL ASSESSMENT			$	52,964.61
6.	AVERAGE ASSESSMENT PER PARCEL				173.09

This zone includes new improvements intended to enhance the neighborhood. Improvements include:14,540 square feet of landscape and hardscape materials, playground equipment. Inclusion of these improvements do not serve to increase the abase assessment.

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43A - ORCHARD POINTE PHASE I & II

TOTAL ASSESSMENT:
$52,964.61

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-340-004-000	$7,319.22	36	011-341-034-000	$133.08
2	011-340-005-000	$5,190.00	37	011-341-035-000	$133.08
3	011-341-001-000	$133.08	38	011-341-036-000	$133.08
4	011-341-002-000	$133.08	39	011-341-037-000	$133.08
5	011-341-003-000	$133.08	40	011-341-038-000	$133.08
6	011-341-004-000	$133.08	41	011-341-039-000	$133.08
7	011-341-005-000	$133.08	42	011-341-040-000	$133.08
8	011-341-006-000	$133.08	43	011-341-041-000	$133.08
9	011-341-007-000	$133.08	44	011-341-042-000	$133.08
10	011-341-008-000	$133.08	45	011-341-043-000	$133.08
11	011-341-009-000	$133.08	46	011-342-001-000	$133.08
12	011-341-010-000	$133.08	47	011-342-002-000	$133.08
13	011-341-011-000	$133.08	48	011-342-003-000	$133.08
14	011-341-012-000	$133.08	49	011-342-004-000	$133.08
15	011-341-013-000	$133.08	50	011-342-005-000	$133.08
16	011-341-014-000	$133.08	51	011-342-006-000	$133.08
17	011-341-015-000	$133.08	52	011-342-007-000	$133.08
18	011-341-016-000	$133.08	53	011-342-008-000	$133.08
19	011-341-017-000	$133.08	54	011-342-009-000	$133.08
20	011-341-018-000	$133.08	55	011-342-010-000	$133.08
21	011-341-019-000	$133.08	56	011-342-011-000	$133.08
22	011-341-020-000	$133.08	57	011-342-012-000	$133.08
23	011-341-021-000	$133.08	58	011-342-013-000	$133.08
24	011-341-022-000	$133.08	59	011-342-014-000	$133.08
25	011-341-023-000	$133.08	60	011-342-015-000	$133.08
26	011-341-024-000	$133.08	61	011-342-016-000	$133.08
27	011-341-025-000	$133.08	62	011-342-017-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	011-341-026-000	$133.08	63	011-342-018-000	$133.08
29	011-341-027-000	$133.08	64	011-342-019-000	$133.08
30	011-341-028-000	$133.08	65	011-342-020-000	$133.08
31	011-341-029-000	$133.08	66	011-342-021-000	$133.08
32	011-341-030-000	$133.08	67	011-342-022-000	$133.08
33	011-341-031-000	$133.08	68	011-342-023-000	$133.08
34	011-341-032-000	$133.08	69	011-342-024-000	$133.08
35	011-341-033-000	$133.08	70	011-342-025-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	011-342-026-000	$133.08	116	011-352-011-000	$133.08
72	011-342-027-000	$133.08	117	011-352-012-000	$133.08
73	011-342-028-000	$133.08	118	011-352-013-000	$133.08
74	011-342-029-000	$133.08	119	011-352-014-000	$133.08
75	011-342-030-000	$133.08	120	011-352-015-000	$133.08
76	011-342-031-000	$133.08	121	011-352-016-000	$133.08
77	011-342-032-000	$133.08	122	011-352-017-000	$133.08
78	011-342-033-000	$133.08	123	011-352-018-000	$133.08
79	011-342-034-000	$133.08	124	011-352-019-000	$133.08
80	011-342-035-000	$133.08	125	011-352-020-000	$133.08
81	011-342-036-000	$133.08	126	011-352-021-000	$133.08
82	011-342-037-000	$133.08	127	011-352-022-000	$133.08
83	011-342-038-000	$133.08	128	011-352-023-000	$133.08
84	011-342-039-000	$133.08	129	011-352-024-000	$133.08
85	011-342-040-000	$133.08	130	011-352-025-000	$133.08
86	011-342-041-000	$133.08	131	011-352-026-000	$133.08
87	011-342-042-000	$133.08	132	011-352-027-000	$133.08
88	011-342-043-000	$133.08	133	011-352-028-000	$133.08
89	011-342-044-000	$133.08	134	011-352-029-000	$133.08
90	011-342-045-000	$133.08	135	011-352-030-000	$133.08
91	011-342-046-000	$133.08	136	011-352-031-000	$133.08
92	011-342-047-000	$133.08	137	011-352-032-000	$133.08
93	011-342-048-000	$133.08	138	011-352-033-000	$133.08
94	011-342-049-000	$133.08	139	011-352-034-000	$133.08
95	011-342-050-000	$133.08	140	011-352-035-000	$133.08
96	011-342-051-000	$133.08	141	011-352-036-000	$133.08
97	011-342-052-000	$133.08	142	011-352-037-000	$133.08
98	011-342-053-000	$133.08	143	011-352-038-000	$133.08
99	011-342-054-000	$133.08	144	011-352-039-000	$133.08
100	011-342-055-000	$133.08	145	011-352-040-000	$133.08
101	011-342-056-000	$133.08	146	011-352-041-000	$133.08
102	011-342-057-000	$133.08	147	011-351-001-000	$133.08
103	011-342-058-000	$133.08	148	011-351-002-000	$133.08
104	011-342-059-000	$133.08	149	011-351-003-000	$133.08
105	011-342-060-000	$133.08	150	011-351-004-000	$133.08
106	011-352-001-000	$133.08	151	011-351-005-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment
107	011-352-002-000	$133.08
108	011-352-003-000	$133.08
109	011-352-004-000	$133.08
110	011-352-005-000	$133.08
111	011-352-006-000	$133.08
112	011-352-007-000	$133.08
113	011-352-008-000	$133.08
114	011-352-009-000	$133.08
115	011-352-010-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment
152	011-351-006-000	$133.08
153	011-351-007-000	$133.08
154	011-351-008-000	$133.08
155	011-351-009-000	$133.08
156	011-351-010-000	$133.08
157	011-351-011-000	$133.08
158	011-351-012-000	$133.08
159	011-351-013-000	$133.08
160	011-351-014-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
161	011-351-015-000	$133.08	206	011-351-060-000	$133.08
162	011-351-016-000	$133.08	207	011-351-061-000	$133.08
163	011-351-017-000	$133.08	208	011-351-062-000	$133.08
164	011-351-018-000	$133.08	209	011-351-063-000	$133.08
165	011-351-019-000	$133.08	210	011-351-064-000	$133.08
166	011-351-020-000	$133.08	211	011-351-065-000	$133.08
167	011-351-021-000	$133.08	212	011-351-066-000	$133.08
168	011-351-022-000	$133.08	213	011-351-067-000	$133.08
169	011-351-023-000	$133.08	214	011-351-068-000	$133.08
170	011-351-024-000	$133.08	215	011-351-069-000	$133.08
171	011-351-025-000	$133.08	216	011-351-070-000	$133.08
172	011-351-026-000	$133.08	217	011-351-071-000	$133.08
173	011-351-027-000	$133.08	218	011-351-072-000	$133.08
174	011-351-028-000	$133.08	219	011-351-073-000	$133.08
175	011-351-029-000	$133.08	220	011-351-074-000	$133.08
176	011-351-030-000	$133.08	221	011-351-075-000	$133.08
177	011-351-031-000	$133.08	222	011-351-076-000	$133.08
178	011-351-032-000	$133.08	223	011-351-077-000	$133.08
179	011-351-033-000	$133.08	224	011-351-078-000	$133.08
180	011-351-034-000	$133.08	225	011-351-079-000	$133.08
181	011-351-035-000	$133.08	226	011-351-080-000	$133.08
182	011-351-036-000	$133.08	227	011-350-001-000	$133.08
183	011-351-037-000	$133.08	228	011-350-002-000	$133.08
184	011-351-038-000	$133.08	229	011-350-003-000	$133.08
185	011-351-039-000	$133.08	230	011-350-004-000	$133.08
186	011-351-040-000	$133.08	231	011-350-005-000	$133.08
187	011-351-041-000	$133.08	232	011-350-006-000	$133.08
188	011-351-042-000	$133.08	233	011-350-007-000	$133.08
189	011-351-043-000	$133.08	234	011-350-008-000	$133.08
190	011-351-044-000	$133.08	235	011-350-009-000	$133.08
191	011-351-045-000	$133.08	236	011-350-010-000	$133.08
192	011-351-046-000	$133.08	237	011-350-011-000	$133.08
193	011-351-047-000	$133.08	238	011-350-012-000	$133.08
194	011-351-048-000	$133.08	239	011-350-013-000	$133.08
195	011-351-049-000	$133.08	240	011-350-014-000	$133.08
196	011-351-050-000	$133.08	241	011-350-015-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment		Assessment Number	Assessor's Parcel Number	Assessment
197	011-351-051-000	$133.08		242	011-350-016-000	$133.08
198	011-351-052-000	$133.08		243	011-350-017-000	$133.08
199	011-351-053-000	$133.08		244	011-350-018-000	$133.08
200	011-351-054-000	$133.08		245	011-350-019-000	$133.08
201	011-351-055-000	$133.08	*	246	011-350-020-000	$133.08
202	011-351-056-000	$133.08	*	247	011-350-021-000	$133.08
203	011-351-057-000	$133.08	*	248	011-350-022-000	$133.08
204	011-351-085-000	$133.08	*	249	011-350-023-000	$133.08
205	011-351-086-000	$133.08		250	011-350-024-000	$133.08

Assessment Number	Assessor's Parcel Number	Assessment
251	011-350-025-000	$133.08
252	011-350-026-000	$133.08
253	011-350-027-000	$133.08
254	011-350-028-000	$133.08
255	011-350-029-000	$133.08
256	011-350-030-000	$133.08
257	011-350-031-000	$133.08
258	011-350-032-000	$133.08
259	011-350-033-000	$133.08
260	011-350-034-000	$133.08
261	011-350-035-000	$133.08
262	011-350-036-000	$133.08
263	011-350-037-000	$133.08
264	011-350-038-000	$133.08
265	011-350-039-000	$133.08
266	011-350-040-000	$133.08
267	011-350-041-000	$133.08
268	011-350-042-000	$133.08
269	011-350-043-000	$133.08
270	011-350-044-000	$133.08
271	011-350-045-000	$133.08
272	011-350-046-000	$133.08
273	011-350-047-000	$133.08
274	011-350-048-000	$133.08
275	011-350-049-000	$133.08
276	011-350-050-000	$133.08
277	011-350-051-000	$133.08
278	011-350-052-000	$133.08
279	011-350-053-000	$133.08
280	011-350-054-000	$133.08
281	011-350-055-000	$133.08
282	011-350-056-000	$133.08
283	011-350-057-000	$133.08
284	011-350-058-000	$133.08
285	011-350-059-000	$133.08
286	011-350-060-000	$133.08
296	011-353-006-000	$133.08
297	011-353-007-000	$133.08
298	011-353-008-000	$133.08
299	011-353-009-000	$133.08
300	011-353-010-000	$133.08
301	011-353-011-000	$133.08
302	011-353-012-000	$133.08
303	011-353-013-000	$133.08
304	011-353-014-000	$133.08
305	011-353-015-000	$133.08
306	011-353-016-000	$133.08

TO COUNTY:	$52,432.29
DIRECT BILL:	$532.31
TOTAL:	$52,964.60

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
287	011-350-061-000	$133.08			
288	011-350-062-000	$133.08			
289	011-350-063-000	$133.08			
290	011-350-068-000	$133.08			
291	011-353-001-000	$133.08			
292	011-353-002-000	$133.08			
293	011-353-003-000	$133.08			
294	011-353-004-000	$133.08			
295	011-353-005-000	$133.08			

CITY OF MADERA

ZONE 43C

2024-25

1.	BEGINNING FUND BALANCE			$	27,948.83
2.	LANDSCAPE MAINTENANCE COSTS	$	19,788.23		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	520.97		
	b. ENGINEERING ADMINISTRATION	$	586.10		
	c. LEGAL ADMINISTRATION	$	125.07		
	d. FINANCE ADMINISTRATION	$	86.95		
	e. TREE TRIMMING	$	3,690.00		
	f. GAS & UTILITIES	$	1,032.37		
	g. EQUIPMENT	g.	1,117.08		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	215.54		
	i. MADERA COUNTY PROCESSING FEES	$	181.28		
			TOTAL COSTS:	$	27,343.57
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				26,041.93
5.	TOTAL ASSESSMENT			$	25,436.68
6.	AVERAGE ASSESSMENT PER PARCEL				123.48

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43C - El Coronado Estates

TOTAL ASSESSMENT:
$25,436.68

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-331-001-000	$123.48	36	011-333-033-000	$123.48
2	011-331-002-000	$123.48	37	011-333-034-000	$123.48
3	011-331-003-000	$123.48	38	011-333-035-000	$123.48
4	011-333-001-000	$123.48	39	011-333-036-000	$123.48
5	011-333-002-000	$123.48	40	011-333-037-000	$123.48
6	011-333-003-000	$123.48	41	011-333-038-000	$123.48
7	011-333-004-000	$123.48	42	011-333-039-000	$123.48
8	011-333-005-000	$123.48	43	011-333-040-000	$123.48
9	011-333-006-000	$123.48	44	011-333-041-000	$123.48
10	011-333-007-000	$123.48	45	011-333-042-000	$123.48
11	011-333-008-000	$123.48	46	011-333-043-000	$123.48
12	011-333-009-000	$123.48	47	011-333-044-000	$123.48
13	011-333-010-000	$123.48	48	011-331-019-000	$123.48
14	011-333-011-000	$123.48	49	011-331-020-000	$123.48
15	011-333-012-000	$123.48	50	011-331-021-000	$123.48
16	011-333-013-000	$123.48	51	011-332-001-000	$123.48
17	011-333-014-000	$123.48	52	011-332-002-000	$123.48
18	011-333-015-000	$123.48	53	011-332-003-000	$123.48
19	011-333-016-000	$123.48	54	011-332-004-000	$123.48
20	011-333-017-000	$123.48	55	011-332-005-000	$123.48
21	011-333-018-000	$123.48	56	011-332-006-000	$123.48
22	011-333-019-000	$123.48	57	011-332-007-000	$123.48
23	011-333-020-000	$123.48	58	011-332-008-000	$123.48
24	011-333-021-000	$123.48	59	011-332-009-000	$123.48
25	011-333-022-000	$123.48	60	011-332-010-000	$123.48
26	011-333-023-000	$123.48	61	011-332-011-000	$123.48
27	011-333-024-000	$123.48	62	011-332-012-000	$123.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	011-333-025-000	$123.48	63	011-332-013-000	$123.48
29	011-333-026-000	$123.48	64	011-332-014-000	$123.48
30	011-333-027-000	$123.48	65	011-332-015-000	$123.48
31	011-333-028-000	$123.48	66	011-332-016-000	$123.48
32	011-333-029-000	$123.48	67	011-332-017-000	$123.48
33	011-333-030-000	$123.48	68	011-332-018-000	$123.48
34	011-333-031-000	$123.48	69	011-332-019-000	$123.48
35	011-333-032-000	$123.48	70	011-332-020-000	$123.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	011-332-021-000	$123.48	116	011-333-082-000	$123.48
72	011-332-022-000	$123.48	117	011-333-083-000	$123.48
73	011-332-023-000	$123.48	118	011-333-084-000	$123.48
74	011-332-024-000	$123.48	119	011-333-085-000	$123.48
75	011-332-025-000	$123.48	120	011-331-004-000	$123.48
76	011-332-026-000	$123.48	121	011-331-005-000	$123.48
77	011-332-027-000	$123.48	122	011-331-006-000	$123.48
78	011-332-028-000	$123.48	123	011-331-007-000	$123.48
79	011-333-045-000	$123.48	124	011-331-008-000	$123.48
80	011-333-046-000	$123.48	125	011-331-009-000	$123.48
81	011-333-047-000	$123.48	126	011-331-010-000	$123.48
82	011-333-048-000	$123.48	127	011-331-011-000	$123.48
83	011-333-049-000	$123.48	128	011-331-012-000	$123.48
84	011-333-050-000	$123.48	129	011-331-013-000	$123.48
85	011-333-051-000	$123.48	130	011-331-014-000	$123.48
86	011-333-052-000	$123.48	131	011-331-015-000	$123.48
87	011-333-053-000	$123.48	132	011-331-016-000	$123.48
88	011-333-054-000	$123.48	133	011-331-017-000	$123.48
89	011-333-055-000	$123.48	134	011-331-018-000	$123.48
90	011-333-056-000	$123.48	135	011-333-086-000	$123.48
91	011-333-057-000	$123.48	136	011-333-087-000	$123.48
92	011-333-058-000	$123.48	137	011-333-088-000	$123.48
93	011-333-059-000	$123.48	138	011-333-089-000	$123.48
94	011-333-060-000	$123.48	139	011-333-090-000	$123.48
95	011-333-061-000	$123.48	140	011-333-091-000	$123.48
96	011-333-062-000	$123.48	141	011-333-092-000	$123.48
97	011-333-063-000	$123.48	142	011-333-093-000	$123.48
98	011-333-064-000	$123.48	143	011-333-094-000	$123.48
99	011-333-065-000	$123.48	144	011-333-095-000	$123.48
100	011-333-066-000	$123.48	145	011-333-096-000	$123.48
101	011-333-067-000	$123.48	146	011-333-097-000	$123.48
102	011-333-068-000	$123.48	147	011-331-022-000	$123.48
103	011-333-069-000	$123.48	148	011-331-023-000	$123.48
104	011-333-070-000	$123.48	149	011-331-024-000	$123.48
105	011-333-071-000	$123.48	150	011-331-025-000	$123.48
106	011-333-072-000	$123.48	151	011-331-026-000	$123.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
107	011-333-073-000	$123.48	152	011-331-027-000	$123.48
108	011-333-074-000	$123.48	153	011-331-028-000	$123.48
109	011-333-075-000	$123.48	154	011-331-029-000	$123.48
110	011-333-076-000	$123.48	155	011-331-030-000	$123.48
111	011-333-077-000	$123.48	156	011-331-031-000	$123.48
112	011-333-078-000	$123.48	157	011-331-032-000	$123.48
113	011-333-079-000	$123.48	158	011-331-033-000	$123.48
114	011-333-080-000	$123.48	159	011-331-034-000	$123.48
115	011-333-081-000	$123.48	160	011-331-035-000	$123.48

Assessment Number	Assessor's Parcel Number	Assessment
161	011-331-036-000	$123.48
162	011-331-037-000	$123.48
163	011-331-038-000	$123.48
164	011-331-039-000	$123.48
165	011-331-040-000	$123.48
166	011-331-041-000	$123.48
167	011-331-042-000	$123.48
168	011-331-043-000	$123.48
169	011-331-044-000	$123.48
170	011-331-045-000	$123.48
171	011-331-046-000	$123.48
172	011-331-047-000	$123.48
173	011-331-048-000	$123.48
174	011-331-049-000	$123.48
175	011-331-050-000	$123.48
176	011-331-051-000	$123.48
177	011-332-029-000	$123.48
178	011-332-030-000	$123.48
179	011-332-031-000	$123.48
180	011-332-032-000	$123.48
181	011-332-033-000	$123.48
182	011-332-034-000	$123.48
183	011-332-035-000	$123.48
184	011-332-036-000	$123.48
185	011-332-037-000	$123.48
186	011-332-038-000	$123.48
187	011-332-039-000	$123.48
188	011-332-040-000	$123.48
189	011-332-041-000	$123.48
190	011-332-042-000	$123.48
191	011-332-043-000	$123.48
192	011-332-044-000	$123.48
193	011-332-045-000	$123.48
194	011-332-046-000	$123.48
195	011-332-047-000	$123.48
196	011-332-048-000	$123.48

Assessment Number	Assessor's Parcel Number	Assessment
206	011-332-058-000	$123.48
	Total	$25,436.68

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
197	011-332-049-000	$123.48			
198	011-332-050-000	$123.48			
199	011-332-051-000	$123.48			
200	011-332-052-000	$123.48			
201	011-332-053-000	$123.48			
202	011-332-054-000	$123.48			
203	011-332-055-000	$123.48			
204	011-332-056-000	$123.48			
205	011-332-057-000	$123.48			

CITY OF MADERA

ZONE 43D

2024-25

1.	BEGINNING FUND BALANCE				$	8,078.47
2.	LANDSCAPE MAINTENANCE COSTS		$	6,637.76		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	354.09		
	b.	ENGINEERING ADMINISTRATION	$	308.08		
	c.	LEGAL ADMINISTRATION	$	65.74		
	d.	FINANCE ADMINISTRATION	$	45.70		
	e.	TREE TRIMMING	$	1,395.00		
	f.	GAS & UTILITIES	$	396.56		
	g.	EQUIPMENT	g.	374.74		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	73.68		
	i.	MADERA COUNTY PROCESSING FEES	$	91.52		
				TOTAL COSTS:	$	9,742.86
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					6,417.09
5.	TOTAL ASSESSMENT				$	8,081.48
6.	AVERAGE ASSESSMENT PER PARCEL					77.71

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43D - ALMOND VILLAGE ESTATES

TOTAL ASSESSMENT:
$8,081.48

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-360-001-000	77.71	36	011-360-036-000	77.71
2	011-360-002-000	77.71	37	011-360-037-000	77.71
3	011-360-003-000	77.71	38	011-360-038-000	77.71
4	011-360-004-000	77.71	39	011-360-039-000	77.71
5	011-360-005-000	77.71	40	011-360-040-000	77.71
6	011-360-006-000	77.71	41	011-360-041-000	77.71
7	011-360-007-000	77.71	42	011-360-042-000	77.71
8	011-360-008-000	77.71	43	011-360-043-000	77.71
9	011-360-009-000	77.71	44	011-360-044-000	77.71
10	011-360-010-000	77.71	45	011-360-045-000	77.71
11	011-360-011-000	77.71	46	011-360-046-000	77.71
12	011-360-012-000	77.71	47	011-360-047-000	77.71
13	011-360-013-000	77.71	48	011-360-048-000	77.71
14	011-360-014-000	77.71	49	011-360-049-000	77.71
15	011-360-015-000	77.71	50	011-360-050-000	77.71
16	011-360-016-000	77.71	51	011-360-051-000	77.71
17	011-360-017-000	77.71	52	011-360-052-000	77.71
18	011-360-018-000	77.71	53	011-360-053-000	77.71
19	011-360-019-000	77.71	54	011-360-054-000	77.71
20	011-360-020-000	77.71	55	011-360-055-000	77.71
21	011-360-021-000	77.71	56	011-360-056-000	77.71
22	011-360-022-000	77.71	57	011-360-057-000	77.71
23	011-360-023-000	77.71	58	011-360-058-000	77.71
24	011-360-024-000	77.71	59	011-360-059-000	77.71
25	011-360-025-000	77.71	60	011-361-001-000	77.71
26	011-360-026-000	77.71	61	011-361-002-000	77.71
27	011-360-027-000	77.71	62	011-361-003-000	77.71

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	011-360-028-000	77.71	63	011-361-004-000	77.71
29	011-360-029-000	77.71	64	011-361-005-000	77.71
30	011-360-030-000	77.71	65	011-361-006-000	77.71
31	011-360-031-000	77.71	66	011-361-007-000	77.71
32	011-360-032-000	77.71	67	011-361-008-000	77.71
33	011-360-033-000	77.71	68	011-361-009-000	77.71
34	011-360-034-000	77.71	69	011-361-010-000	77.71
35	011-360-035-000	77.71	70	011-361-011-000	77.71

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	011-361-012-000	77.71			
72	011-361-013-000	77.71			
73	011-361-014-000	77.71			
74	011-361-015-000	77.71			
75	011-361-016-000	77.71			
76	011-361-017-000	77.71			
77	011-361-018-000	77.71			
78	011-361-019-000	77.71			
79	011-361-020-000	77.71			
80	011-361-021-000	77.71			
81	011-361-022-000	77.71			
82	011-361-023-000	77.71			
83	011-361-024-000	77.71			
84	011-361-025-000	77.71			
85	011-361-026-000	77.71			
86	011-361-027-000	77.71			
87	011-361-028-000	77.71			
88	011-361-029-000	77.71			
89	011-361-030-000	77.71			
90	011-361-031-000	77.71			
91	011-361-032-000	77.71			
92	011-361-033-000	77.71			
93	011-361-034-000	77.71			
94	011-361-035-000	77.71			
95	011-361-036-000	77.71			
96	011-361-037-000	77.71			
97	011-360-060-000	77.71			
98	011-360-061-000	77.71			
99	011-360-062-000	77.71			
100	011-360-063-000	77.71			
101	011-360-064-000	77.71			
102	011-360-065-000	77.71			
103	011-360-066-000	77.71			
104	011-360-067-000	77.71			
	Total	8081.48			

CITY OF MADERA

ZONE 43E

2024-25

1.	BEGINNING FUND BALANCE				$	7,856.28
2.	LANDSCAPE MAINTENANCE COSTS		$	736.99		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	264.00		
	b.	ENGINEERING ADMINISTRATION	$	79.12		
	c.	LEGAL ADMINISTRATION	$	16.88		
	d.	FINANCE ADMINISTRATION	$	11.74		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	53.35		
	g.	EQUIPMENT	g.	89.96		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	30.68		
	i.	MADERA COUNTY PROCESSING FEES	$	17.60		
				TOTAL COSTS:	$	1,300.31
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					6,555.97
5.	TOTAL ASSESSMENT				$	0.00
6.	AVERAGE ASSESSMENT PER PARCEL					0.00

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 43E - Taylor Estates Subdivision

TOTAL ASSESSMENT:
$0.00

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	011-301-001-000	$0.00			
2	011-301-002-000	$0.00			
3	011-301-003-000	$0.00			
4	011-301-004-000	$0.00			
5	011-301-005-000	$0.00			
6	011-301-006-000	$0.00			
7	011-301-007-000	$0.00			
8	011-301-008-000	$0.00			
9	011-301-009-000	$0.00			
10	011-301-010-000	$0.00			
11	011-301-011-000	$0.00			
12	011-301-012-000	$0.00			
13	011-301-013-000	$0.00			
14	011-301-014-000	$0.00			
15	011-301-015-000	$0.00			
16	011-301-016-000	$0.00			
17	011-301-017-000	$0.00			
18	011-301-018-000	$0.00			
19	011-301-019-000	$0.00			
20	011-301-020-000	$0.00			
	Total	$0.00			

CITY OF MADERA

ZONE 44

2024-25

1.	BEGINNING FUND BALANCE				$	1,188.67
2.	LANDSCAPE MAINTENANCE COSTS		$	4,690.11		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	284.61		
	b.	ENGINEERING ADMINISTRATION	$	60.04		
	c.	LEGAL ADMINISTRATION	$	12.81		
	d.	FINANCE ADMINISTRATION	$	8.91		
	e.	TREE TRIMMING	$	0.00		
	f.	GAS & UTILITIES	$	131.84		
	g.	EQUIPMENT	g.	129.39		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	30.68		
	i.	MADERA COUNTY PROCESSING FEES	$	11.44		
				TOTAL COSTS:	$	5,359.82
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					351.78
5.	TOTAL ASSESSMENT				$	4,522.80
6.	AVERAGE ASSESSMENT PER PARCEL					347.92

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 44 - SIERRA VISTA ESTATES PHASE III

TOTAL ASSESSMENT:
$4,522.80

Assessment Number	Assessor's Parcel Number	Assessment
1	011-202-022-000	$347.91
2	011-202-023-000	$347.91
3	011-202-024-000	$347.91
4	011-202-025-000	$347.91
5	011-202-026-000	$347.91
6	011-202-027-000	$347.91
7	011-202-028-000	$347.91
8	011-202-029-000	$347.91
9	011-202-030-000	$347.91
10	011-202-016-000	$347.91
11	011-202-017-000	$347.91
12	011-202-018-000	$347.91
13	011-202-019-000	$347.91
	TOTAL	$4,522.80

CITY OF MADERA

ZONE 45A

2024-25

1.	BEGINNING FUND BALANCE				$	7,649.57
2.	LANDSCAPE MAINTENANCE COSTS		$	7,043.73		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	358.22		
	b.	ENGINEERING ADMINISTRATION	$	308.08		
	c.	LEGAL ADMINISTRATION	$	65.74		
	d.	FINANCE ADMINISTRATION	$	45.70		
	e.	TREE TRIMMING	$	743.00		
	f.	GAS & UTILITIES	$	412.31		
	g.	EQUIPMENT	g.	397.62		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	15.34		
	i.	MADERA COUNTY PROCESSING FEES	$	91.52		
				TOTAL COSTS:	$	9,481.26
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					5,571.11
5.	TOTAL ASSESSMENT				$	7,402.80
6.	AVERAGE ASSESSMENT PER PARCEL					71.18

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 45A - SIENNA ESTATES I & II

TOTAL ASSESSMENT:
$7,402.80

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-131-001-000	$71.18	36	008-132-006-000	$71.18
2	008-131-002-000	$71.18	37	008-132-007-000	$71.18
3	008-131-003-000	$71.18	38	008-132-008-000	$71.18
4	008-131-004-000	$71.18	39	008-132-009-000	$71.18
5	008-131-005-000	$71.18	40	008-132-010-000	$71.18
6	008-131-006-000	$71.18	41	008-132-011-000	$71.18
7	008-131-007-000	$71.18	42	008-132-012-000	$71.18
8	008-131-008-000	$71.18	43	008-132-013-000	$71.18
9	008-131-009-000	$71.18	44	008-132-014-000	$71.18
10	008-131-010-000	$71.18	45	008-132-015-000	$71.18
11	008-131-011-000	$71.18	46	008-132-016-000	$71.18
12	008-131-012-000	$71.18	47	008-132-017-000	$71.18
13	008-131-013-000	$71.18	48	008-132-018-000	$71.18
14	008-131-014-000	$71.18	49	008-132-019-000	$71.18
15	008-131-015-000	$71.18	50	008-132-020-000	$71.18
16	008-131-016-000	$71.18	51	008-132-021-000	$71.18
17	008-131-017-000	$71.18	52	008-132-022-000	$71.18
18	008-131-018-000	$71.18	53	008-132-023-000	$71.18
19	008-131-019-000	$71.18	54	008-132-024-000	$71.18
20	008-131-020-000	$71.18	55	008-132-025-000	$71.18
21	008-131-021-000	$71.18	56	008-132-026-000	$71.18
22	008-131-022-000	$71.18	57	008-132-027-000	$71.18
23	008-131-023-000	$71.18	58	008-132-028-000	$71.18
24	008-131-024-000	$71.18	59	008-132-029-000	$71.18
25	008-131-025-000	$71.18	60	008-132-030-000	$71.18
26	008-131-026-000	$71.18	61	008-132-031-000	$71.18
27	008-131-027-000	$71.18	62	008-132-032-000	$71.18

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	008-131-028-000	$71.18	63	008-132-033-000	$71.18
29	008-131-029-000	$71.18	64	008-132-034-000	$71.18
30	008-131-030-000	$71.18	65	008-132-035-000	$71.18
31	008-132-001-000	$71.18	66	008-132-036-000	$71.18
32	008-132-002-000	$71.18	67	008-132-037-000	$71.18
33	008-132-003-000	$71.18	68	008-132-038-000	$71.18
34	008-132-004-000	$71.18	69	008-132-039-000	$71.18
35	008-132-005-000	$71.18	70	008-131-031-000	$71.18

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	008-131-032-000	$71.18			
72	008-131-033-000	$71.18			
73	008-131-034-000	$71.18			
74	008-131-035-000	$71.18			
75	008-131-036-000	$71.18			
76	008-131-037-000	$71.18			
77	008-131-038-000	$71.18			
78	008-131-039-000	$71.18			
79	008-131-040-000	$71.18			
80	008-131-041-000	$71.18			
81	008-131-042-000	$71.18			
82	008-131-043-000	$71.18			
83	008-131-044-000	$71.18			
84	008-131-045-000	$71.18			
85	008-131-046-000	$71.18			
86	008-131-047-000	$71.18			
87	008-131-048-000	$71.18			
88	008-131-049-000	$71.18			
89	008-131-050-000	$71.18			
90	008-131-051-000	$71.18			
91	008-131-052-000	$71.18			
92	008-131-053-000	$71.18			
93	008-131-054-000	$71.18			
94	008-131-055-000	$71.18			
95	008-131-056-000	$71.18			
96	008-131-057-000	$71.18			
97	008-132-040-000	$71.18			
98	008-132-041-000	$71.18			
99	008-132-042-000	$71.18			
100	008-132-043-000	$71.18			
101	008-132-044-000	$71.18			
102	008-132-045-000	$71.18			
103	008-132-046-000	$71.18			
104	008-132-047-000	$71.18			
	Total	$7,402.80			

CITY OF MADERA

ZONE 46

2024-25

1.	BEGINNING FUND BALANCE				$	8,668.01
2.	LANDSCAPE MAINTENANCE COSTS		$	9,815.32		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	391.76		
	b.	ENGINEERING ADMINISTRATION	$	302.63		
	c.	LEGAL ADMINISTRATION	$	64.58		
	d.	FINANCE ADMINISTRATION	$	44.90		
	e.	TREE TRIMMING	$	795.00		
	f.	GAS & UTILITIES	$	540.11		
	g.	EQUIPMENT	g.	283.37		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	20.45		
	i.	MADERA COUNTY PROCESSING FEES	$	89.76		
				TOTAL COSTS:	$	12,347.87
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					8,532.98
5.	TOTAL ASSESSMENT				$	12,212.83
6.	AVERAGE ASSESSMENT PER PARCEL					119.73

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 46 - CAPISTRANO XVII

TOTAL ASSESSMENT:
$12,212.83

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	009-580-001-000	$119.73	36	009-580-037-000	$119.73
2	009-580-002-000	$119.73	37	009-580-038-000	$119.73
3	009-580-003-000	$119.73	38	009-580-039-000	$119.73
4	009-580-004-000	$119.73	39	009-580-040-000	$119.73
5	009-580-005-000	$119.73	40	009-580-041-000	$119.73
6	009-580-006-000	$119.73	41	009-580-042-000	$119.73
7	009-580-007-000	$119.73	42	009-580-043-000	$119.73
8	009-580-008-000	$119.73	43	009-580-044-000	$119.73
9	009-580-009-000	$119.73	44	009-580-045-000	$119.73
10	009-580-010-000	$119.73	45	009-580-046-000	$119.73
11	009-580-011-000	$119.73	46	009-580-047-000	$119.73
12	009-580-012-000	$119.73	47	009-580-048-000	$119.73
13	009-580-013-000	$119.73	48	009-580-049-000	$119.73
14	009-580-055-000	$119.73	49	009-580-050-000	$119.73
15	009-580-056-000	$119.73	50	009-580-051-000	$119.73
16	009-580-057-000	$119.73	51	009-580-052-000	$119.73
17	009-580-058-000	$119.73	52	009-581-060-000	$119.73
18	009-580-059-000	$119.73	53	009-581-002-000	$119.73
19	009-580-060-000	$119.73	54	009-581-003-000	$119.73
20	009-580-021-000	$119.73	55	009-581-004-000	$119.73
21	009-580-022-000	$119.73	56	009-581-005-000	$119.73
22	009-580-023-000	$119.73	57	009-581-006-000	$119.73
23	009-580-024-000	$119.73	58	009-581-007-000	$119.73
24	009-580-025-000	$119.73	59	009-581-008-000	$119.73
25	009-580-026-000	$119.73	60	009-581-009-000	$119.73
26	009-580-027-000	$119.73	61	009-581-010-000	$119.73
27	009-580-028-000	$119.73	62	009-581-011-000	$119.73

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
28	009-580-029-000	$119.73	63	009-581-012-000	$119.73
29	009-580-030-000	$119.73	64	009-581-013-000	$119.73
30	009-580-031-000	$119.73	65	009-581-014-000	$119.73
31	009-580-032-000	$119.73	66	009-581-015-000	$119.73
32	009-580-033-000	$119.73	67	009-581-016-000	$119.73
33	009-580-034-000	$119.73	68	009-581-017-000	$119.73
34	009-580-035-000	$119.73	69	009-581-018-000	$119.73
35	009-580-036-000	$119.73	70	009-581-019-000	$119.73

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
71	009-581-020-000	$119.73			
72	009-581-021-000	$119.73			
73	009-581-022-000	$119.73			
74	009-581-023-000	$119.73			
75	009-581-024-000	$119.73			
76	009-581-025-000	$119.73			
77	009-581-026-000	$119.73			
78	009-581-027-000	$119.73			
79	009-581-028-000	$119.73			
80	009-581-029-000	$119.73			
81	009-581-030-000	$119.73			
82	009-581-031-000	$119.73			
83	009-581-032-000	$119.73			
84	009-581-033-000	$119.73			
85	009-581-034-000	$119.73			
86	009-581-041-000	$119.73			
87	009-581-042-000	$119.73			
88	009-581-043-000	$119.73			
89	009-581-044-000	$119.73			
90	009-581-045-000	$119.73			
91	009-581-046-000	$119.73			
92	009-581-047-000	$119.73			
93	009-581-048-000	$119.73			
94	009-581-049-000	$119.73			
95	009-581-050-000	$119.73			
96	009-581-051-000	$119.73			
97	009-581-052-000	$119.73			
98	009-581-053-000	$119.73			
99	009-581-054-000	$119.73			
100	009-581-055-000	$119.73			
101	009-581-056-000	$119.73			
102	009-581-057-000	$119.73			
	Total	$12,212.83			

CITY OF MADERA

ZONE 50

2024-25

1.	BEGINNING FUND BALANCE				$	41.47
2.	LANDSCAPE MAINTENANCE COSTS		$	2,065.84		
3.	INCIDENTAL COSTS:					
	a.	PARKS ADMINISTRATION	$	259.90		
	b.	ENGINEERING ADMINISTRATION	$	92.75		
	c.	LEGAL ADMINISTRATION	$	19.79		
	d.	FINANCE ADMINISTRATION	$	13.76		
	e.	TREE TRIMMING	$	90.00		
	f.	GAS & UTILITIES	$	43.05		
	g.	EQUIPMENT	g.	34.46		
	h.	FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	15.34		
	i.	MADERA COUNTY PROCESSING FEES	$	22.00		
				TOTAL COSTS:	$	2,656.88
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE					350.74
5.	TOTAL ASSESSMENT				$	2,966.15
6.	AVERAGE ASSESSMENT PER PARCEL					118.65

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 50 - SUGARPINE

TOTAL ASSESSMENT:
$2,966.15

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	008-142-042-000	$118.65			
2	008-142-043-000	$118.65			
3	008-142-044-000	$118.65			
4	008-142-045-000	$118.65			
5	008-142-046-000	$118.65			
6	008-142-047-000	$118.65			
7	008-142-048-000	$118.65			
8	008-142-049-000	$118.65			
9	008-142-050-000	$118.65			
10	008-142-051-000	$118.65			
11	008-142-052-000	$118.65			
12	008-142-053-000	$118.65			
13	008-142-054-000	$118.65			
14	008-142-055-000	$118.65			
15	008-142-056-000	$118.65			
16	008-142-057-000	$118.65			
17	008-142-058-000	$118.65			
18	008-142-059-000	$118.65			
19	008-142-060-000	$118.65			
20	008-142-061-000	$118.65			
21	008-142-062-000	$118.65			
22	008-142-063-000	$118.65			
23	008-142-064-000	$118.65			
24	008-142-065-000	$118.65			
25	008-142-066-000	$118.65			
	TOTAL:	$2,966.15			

CITY OF MADERA

ZONE 51

2024-25

1.	BEGINNING FUND BALANCE			$	6,792.58
2.	LANDSCAPE MAINTENANCE COSTS	$	7,369.20		
3.	INCIDENTAL COSTS:				
	a. PARKS ADMINISTRATION	$	730.92		
	b. ENGINEERING ADMINISTRATION	$	531.58		
	c. LEGAL ADMINISTRATION	$	113.43		
	d. FINANCE ADMINISTRATION	$	78.86		
	e. TREE TRIMMING	$	270.00		
	f. GAS & UTILITIES	$	716.07		
	g. EQUIPMENT	g.	437.58		
	h. FUEL, SUPPLIES, MAINTENANCE MATERIALS	$	20.45		
	i. MADERA COUNTY PROCESSING FEES	$	163.68		
			TOTAL COSTS:	$	10,431.77
4.	ESTIMATED CASH FLOW RESERVE AND ENDING FUND BALANCE				7,384.25
5.	TOTAL ASSESSMENT			$	11,023.45
6.	AVERAGE ASSESSMENT PER PARCEL				59.27

ASSESSMENT ROLL
2024-25 ASSESSMENT ROLL
FOR
CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONE 51 - RED ROCK RETAIL CENTER, ET AL

TOTAL ASSESSMENT:
$11,023.45

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
1	003-260-051-000	$49.61	34	009-610-014-000	$7.40
2	003-260-052-000	$46.20	35	009-610-015-000	$7.40
3	009-331-004-000	$240.82	36	009-610-016-000	$7.40
4	009-331-005-000	$233.17	37	009-610-017-000	$7.40
5	009-331-006-000	$243.19	38	009-610-018-000	$7.40
0	009-331-007-000	$248.19	39	009-610-019-000	$7.40
6	009-331-008-000	$0.00	40	009-610-020-000	$7.40
0	009-331-009-000	$0.00	41	009-610-021-000	$7.40
7	009-331-012-000	$286.63	42	009-610-022-000	$7.40
8	009-331-013-000	$279.25	43	009-610-023-000	$7.40
9	009-331-014-000	$372.05	44	009-610-024-000	$7.40
10	009-331-015-000	$383.85	45	009-610-025-000	$7.40
11	009-331-016-000	$464.03	46	009-610-026-000	$7.40
12	009-331-023-000	$526.39	47	009-610-027-000	$7.40
13	009-331-024-000	$1,316.76	48	009-610-028-000	$7.40
14	009-331-025-000	$285.13	49	009-610-029-000	$7.40
15	009-331-011-000	$211.68	50	009-610-030-000	$7.40
16	009-331-010-000	$206.84	51	009-610-031-000	$7.40
17	009-331-018-000	$221.82	52	009-610-032-000	$7.40
18	009-331-019-000	$221.76	53	009-610-033-000	$7.40
19	003-250-025-000	$168.93	54	009-610-034-000	$7.40
20	003-210-035-000	$316.51	55	009-610-035-000	$7.40
21	009-610-001-000	$7.40	56	009-610-036-000	$7.40
22	009-610-002-000	$7.40	57	009-610-037-000	$7.40
23	009-610-003-000	$7.40	58	009-610-038-000	$7.40
24	009-610-004-000	$7.40	59	009-610-039-000	$7.40
25	009-610-005-000	$7.40	60	009-610-040-000	$7.40
26	009-610-006-000	$7.40	61	009-610-041-000	$7.40
27	009-610-007-000	$7.40	62	009-610-042-000	$7.40
28	009-610-008-000	$7.40	63	009-610-043-000	$7.40
29	009-610-009-000	$7.40	64	009-610-044-000	$7.40
30	009-610-010-000	$7.40	65	009-610-045-000	$7.40
31	009-610-011-000	$7.40	66	009-610-046-000	$7.40
32	009-610-012-000	$7.40	67	009-610-047-000	$7.40
33	009-610-013-000	$7.40	68	009-611-001-000	$7.40

Assessment Number	Assessor's Parcel Number	Assessment	Assessment Number	Assessor's Parcel Number	Assessment
69	009-611-002-000	$7.40	114	009-610-078-000	$7.40
70	009-611-003-000	$7.40	115	009-610-079-000	$7.40
71	009-611-004-000	$7.40	116	009-610-080-000	$7.40
72	009-611-005-000	$7.40	117	009-610-081-000	$7.40
73	009-611-006-000	$7.40	118	009-610-082-000	$7.40
74	009-611-007-000	$7.40	119	009-610-083-000	$7.40
75	009-611-008-000	$7.40	120	009-610-084-000	$7.40
76	009-611-009-000	$7.40	121	009-610-085-000	$7.40
77	009-611-010-000	$7.40	122	009-610-086-000	$7.40
78	009-611-011-000	$7.40	123	009-610-087-000	$7.40
79	009-611-012-000	$7.40	124	007-033-001-000	$7.40
80	009-611-013-000	$7.40	125	007-033-002-000	$7.40
81	009-611-014-000	$7.40	126	007-033-003-000	$7.40
82	009-611-015-000	$7.40	127	007-033-004-000	$7.40
83	009-611-016-000	$7.40	128	007-033-005-000	$7.40
84	009-610-048-000	$7.40	129	007-033-006-000	$7.40
85	009-610-049-000	$7.40	130	007-033-007-000	$7.40
86	009-610-050-000	$7.40	131	007-033-008-000	$7.40
87	009-610-051-000	$7.40	132	007-033-009-000	$7.40
88	009-610-052-000	$7.40	133	007-033-010-000	$7.40
89	009-610-053-000	$7.40	134	007-033-011-000	$7.40
90	009-610-054-000	$7.40	135	007-033-012-000	$7.40
91	009-610-055-000	$7.40	136	013-240-004-000	$112.82
92	009-610-056-000	$7.40	137	013-240-005-000	$146.36
93	009-610-057-000	$7.40	138	013-240-006-000	$779.99
94	009-610-058-000	$7.40	139	013-240-007-000	$444.57
95	009-610-059-000	$7.40	140	007-123-010-000	$29.40
96	009-610-060-000	$7.40	141	012-013-018-000	$18.90
97	009-610-061-000	$7.40	142	011-241-005-000	$202.47
98	009-610-062-000	$7.40	143	011-241-006-000	$214.05
99	009-610-063-000	$7.40	144	011-241-007-000	$193.93
100	009-610-064-000	$7.40	145	011-241-008-000	$226.86
101	009-610-065-000	$7.40	146	010-202-015-000	$28.66
102	009-610-066-000	$7.40	147	012-390-032-000	$55.76
103	009-610-067-000	$7.40	148	012-390-033-000	$52.08
104	009-610-068-000	$7.40	149	012-320-007-000	$45.13
105	009-610-069-000	$7.40	157	012-390-021-000	$65.67
106	009-610-070-000	$7.40	158	007-082-013-000	$22.05
107	009-610-071-000	$7.40	159	007-112-018-000	$31.50
108	009-610-072-000	$7.40	160	003-194-012-000	$39.13
109	009-610-073-000	$7.40	161	012-133-039-000	$112.68
110	009-610-074-000	$7.40	163	012-280-001-000	$15.66
111	009-610-075-000	$7.40	164	012-280-002-000	$17.10
112	009-610-076-000	$7.40	165	012-280-003-000	$17.25
113	009-610-077-000	$7.40	166	012-280-010-000	$14.83

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment

Assessment Number	Assessor's Parcel Number	Assessment
167	012-280-011-000	$13.45
168	012-280-012-000	$12.90
169	012-280-013-000	$85.29
172	011-143-006-000	$42.00
173	011-143-007-000	$98.00
174	011-143-008-000	$42.00
175	010-193-010-000	$41.91
	TOTAL	$10,396.21

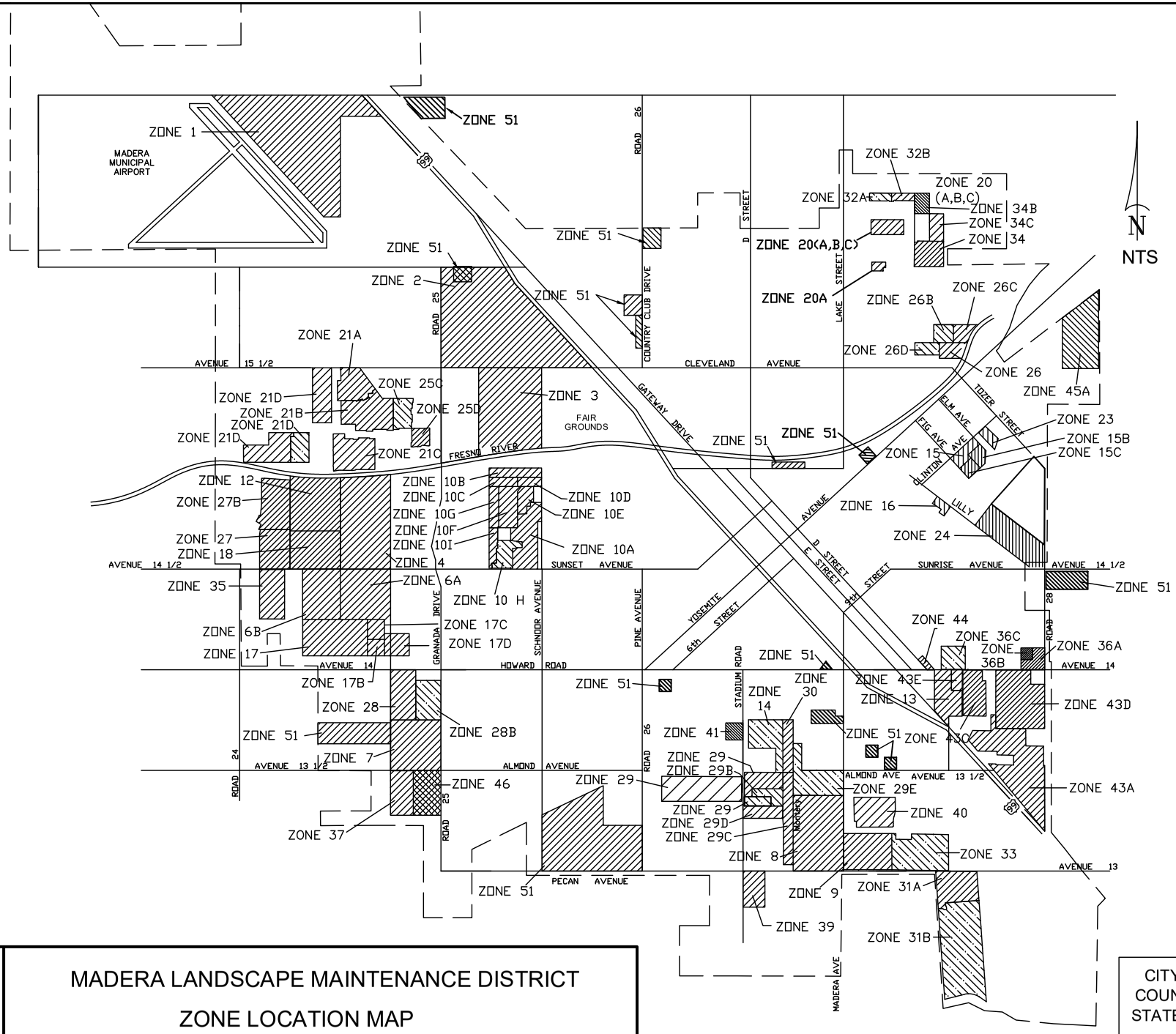
Exhibit 'D'

CITY OF MADERA
LANDSCAPE MAINTENANCE DISTRICT

ZONES: **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**

2024-2025 ASSESSMENT

ASSESSMENT DIAGRAM / MAPS

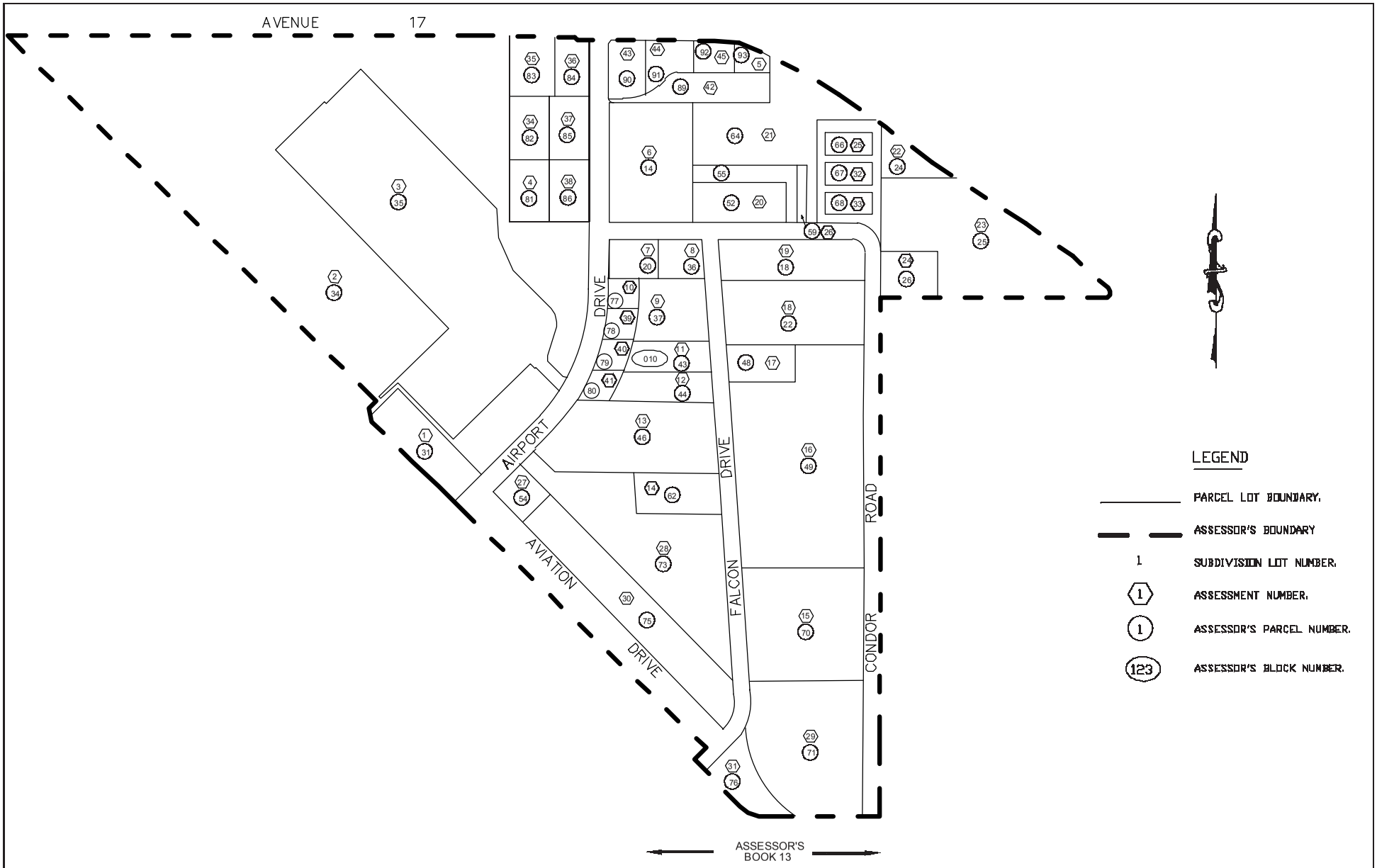


MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

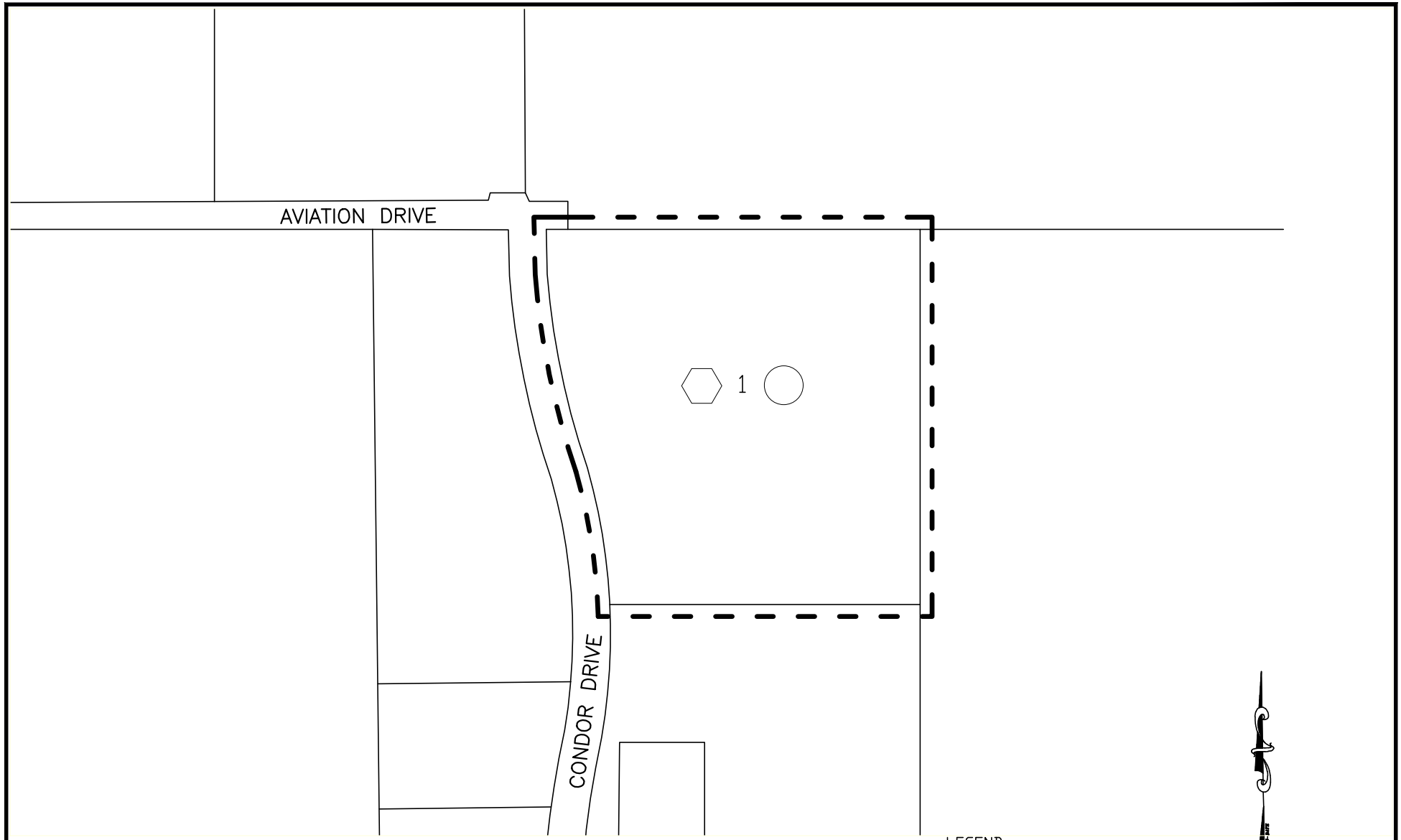
CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. JUNE 2020



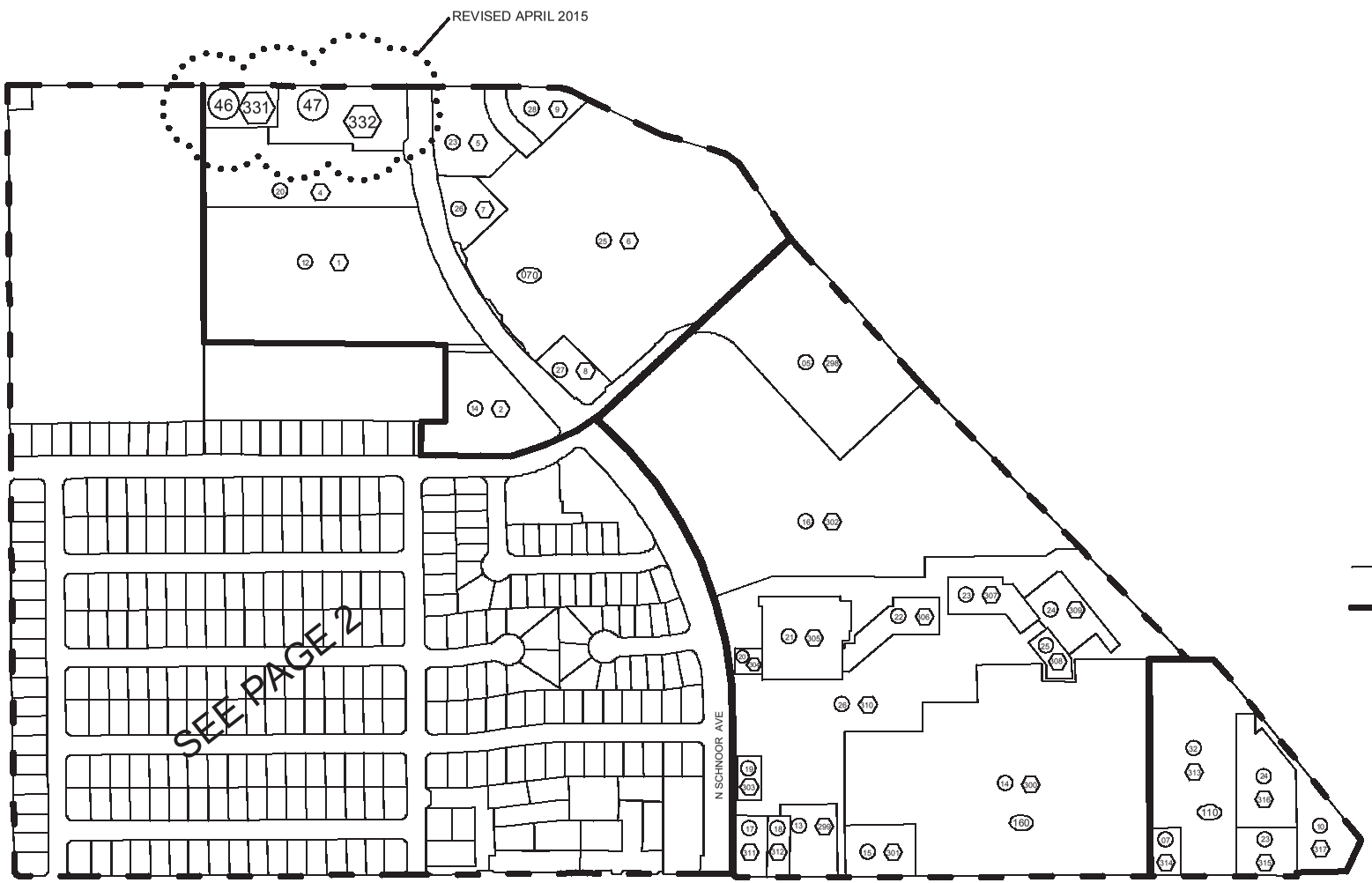
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
AIRPORT BUSINESS PARK
REV. JULY 2012



ASSESSMENT DIAGRAM
INCLUSION OF FULL THROTTLE SUSPENSION
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
FULL THROTTLE SUSPENSION
REV. MARCH 2020

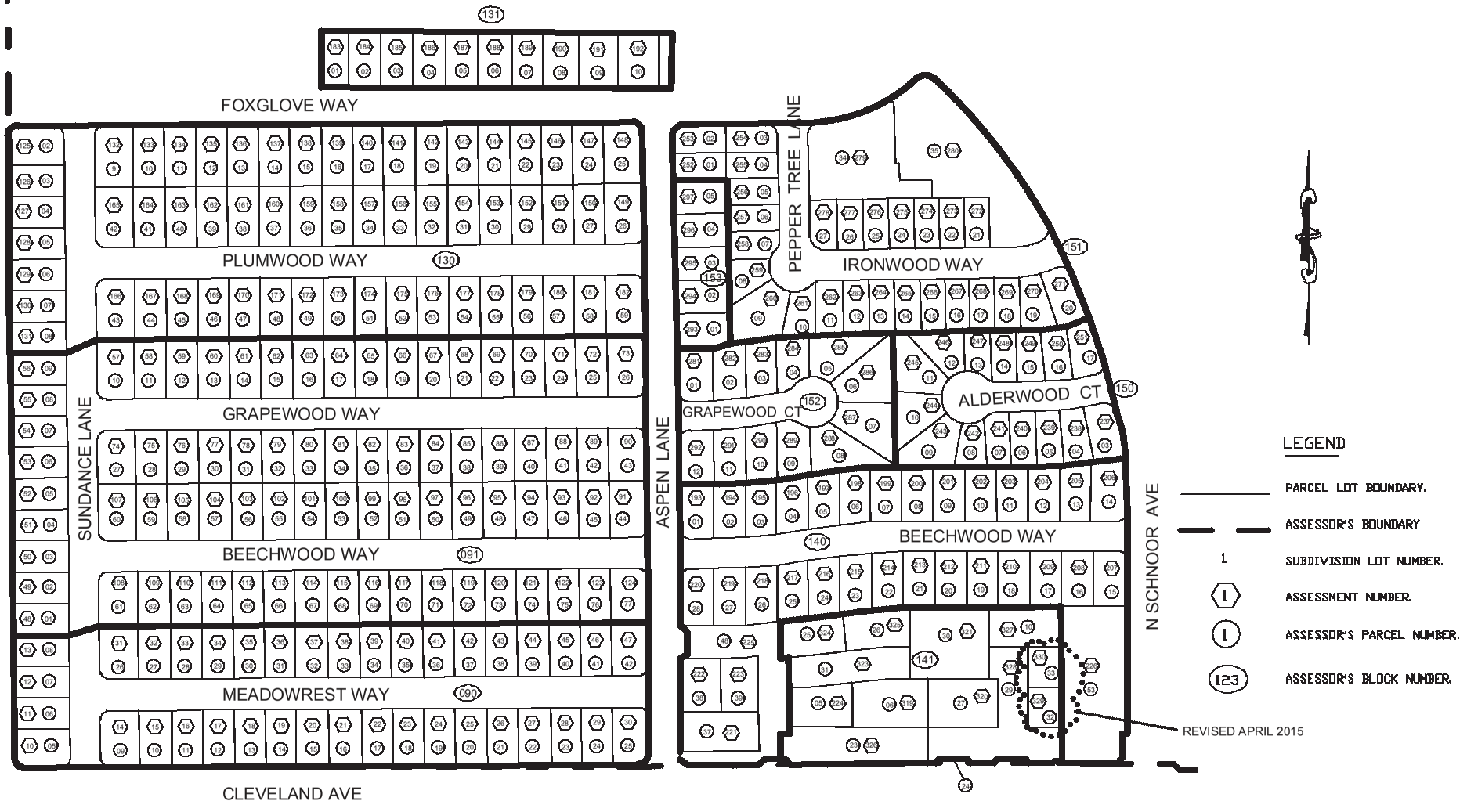


AN 18" X 26" VERSION OF THIS MAP PRIOR TO THE REVISION NOTED ABOVE HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 1-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 1 OF 2

CITY OF MADERA
PHEASANT RUN / NORTHWEST ESTATES
REV. APRIL 2015



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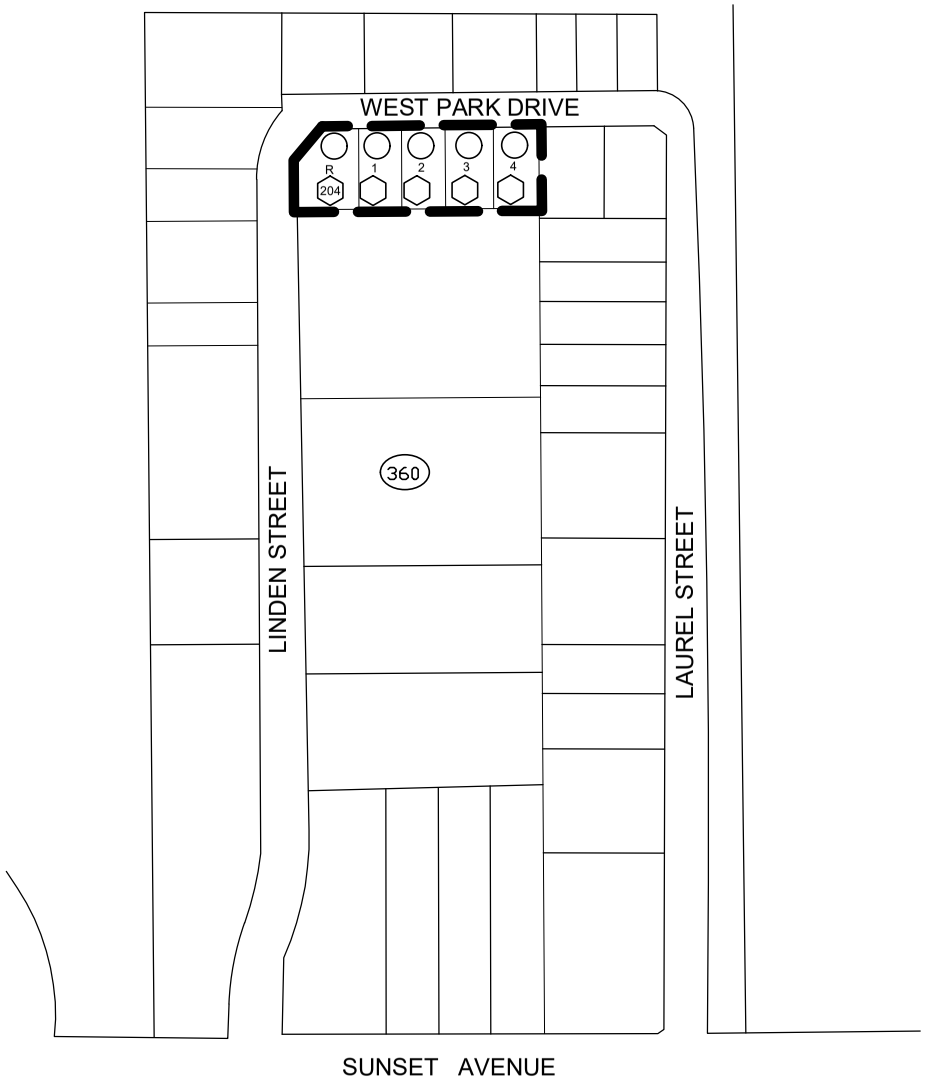
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 2 (PAGE 2-2)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

PAGE 2 OF 2

CITY OF MADERA
PHEASANT RUN / NORTHWEST ESTATES
REV. APRIL 2015



N

LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION LOT NUMBER.

1 ASSESSMENT NUMBER.

1 ASSESSOR'S PARCEL NUMBER.

123 ASSESSOR'S BLOCK NUMBER.

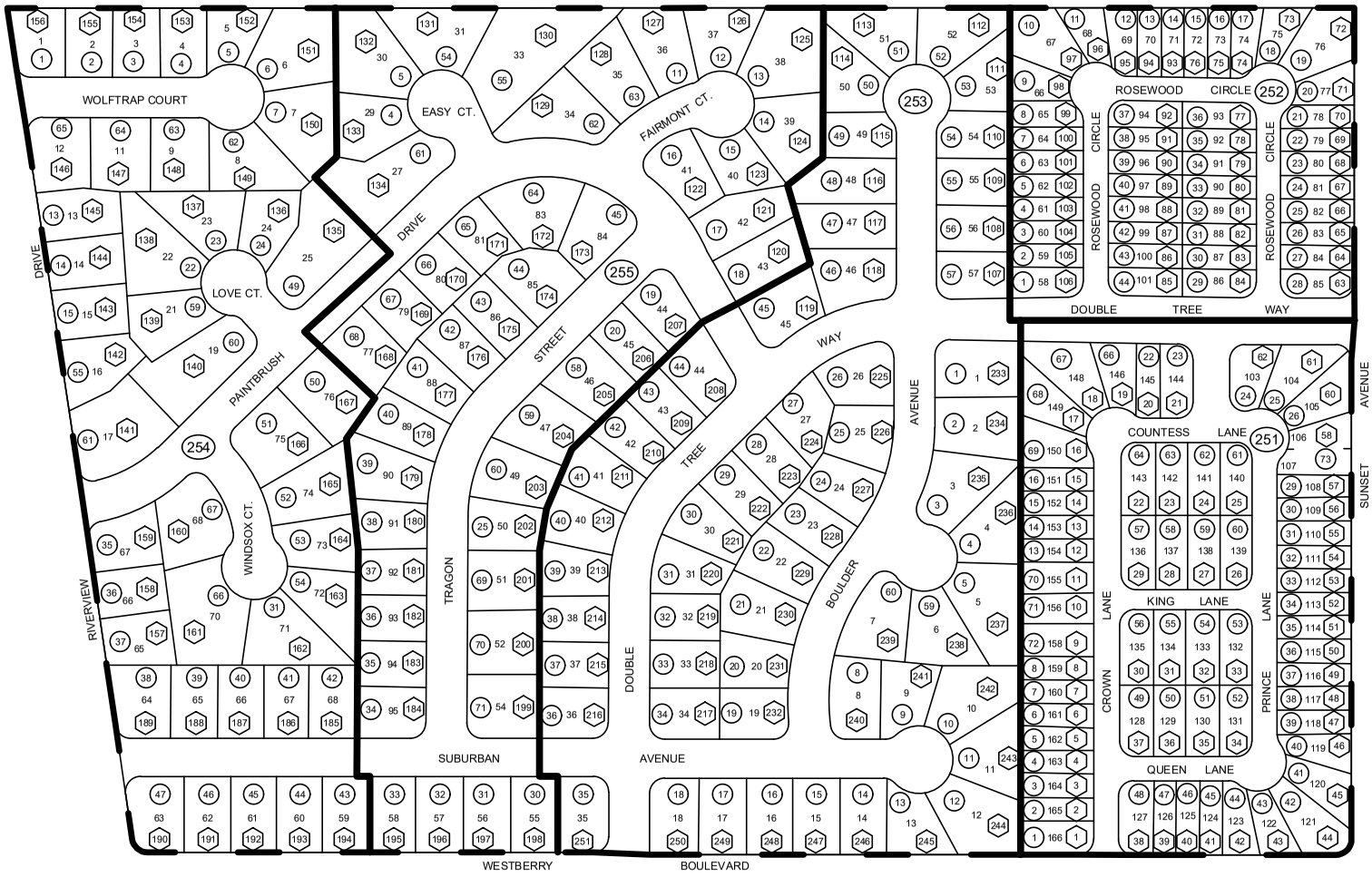
PAGE 1 OF 2

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PARCEL MAP 18-P-01

REV. FEB. 2019



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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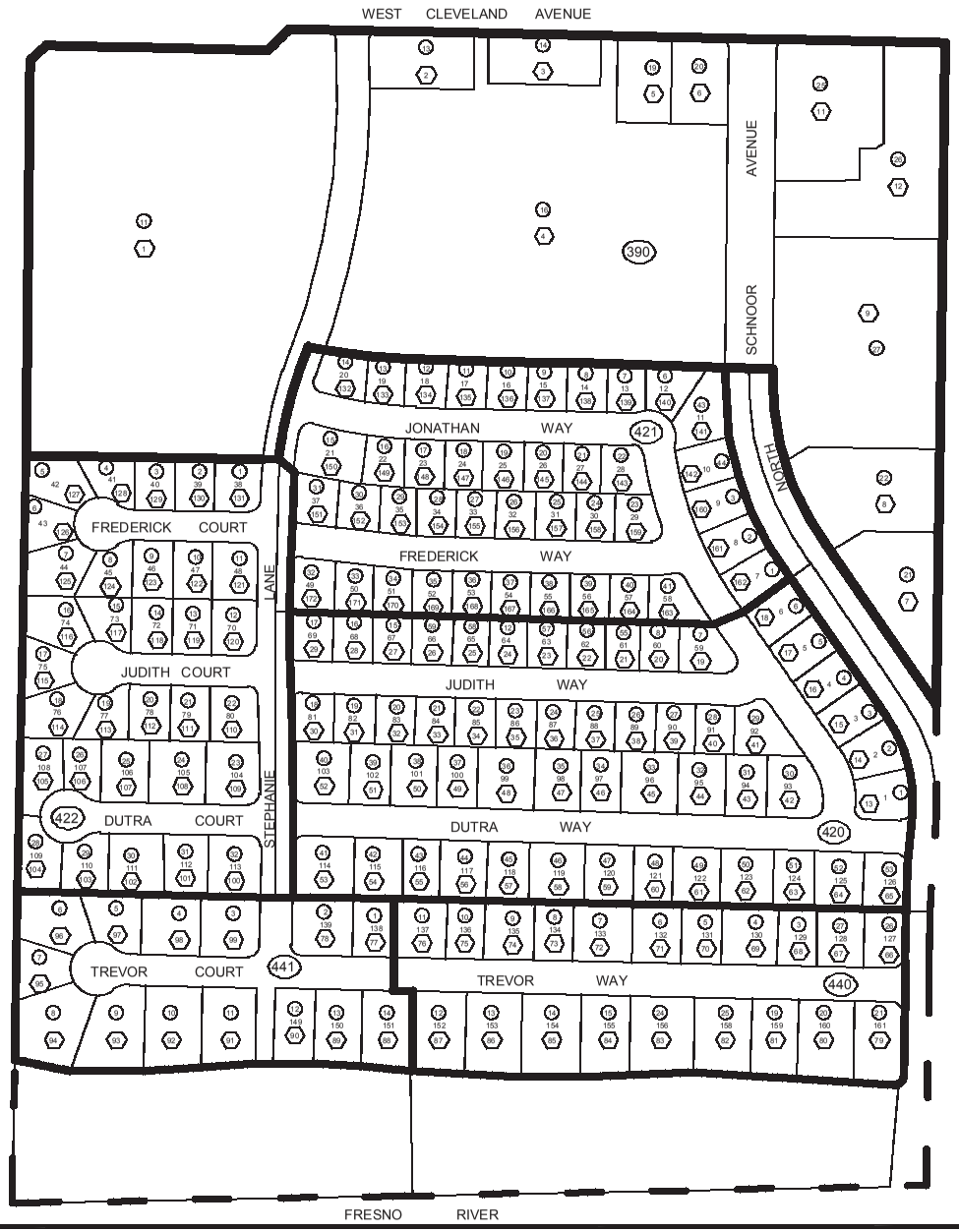
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
WESTGATE NORTHWEST 1 & 2
REV. JULY 2011



N

LEGEND

———	PARCEL LOT BOUNDARY.
- - -	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

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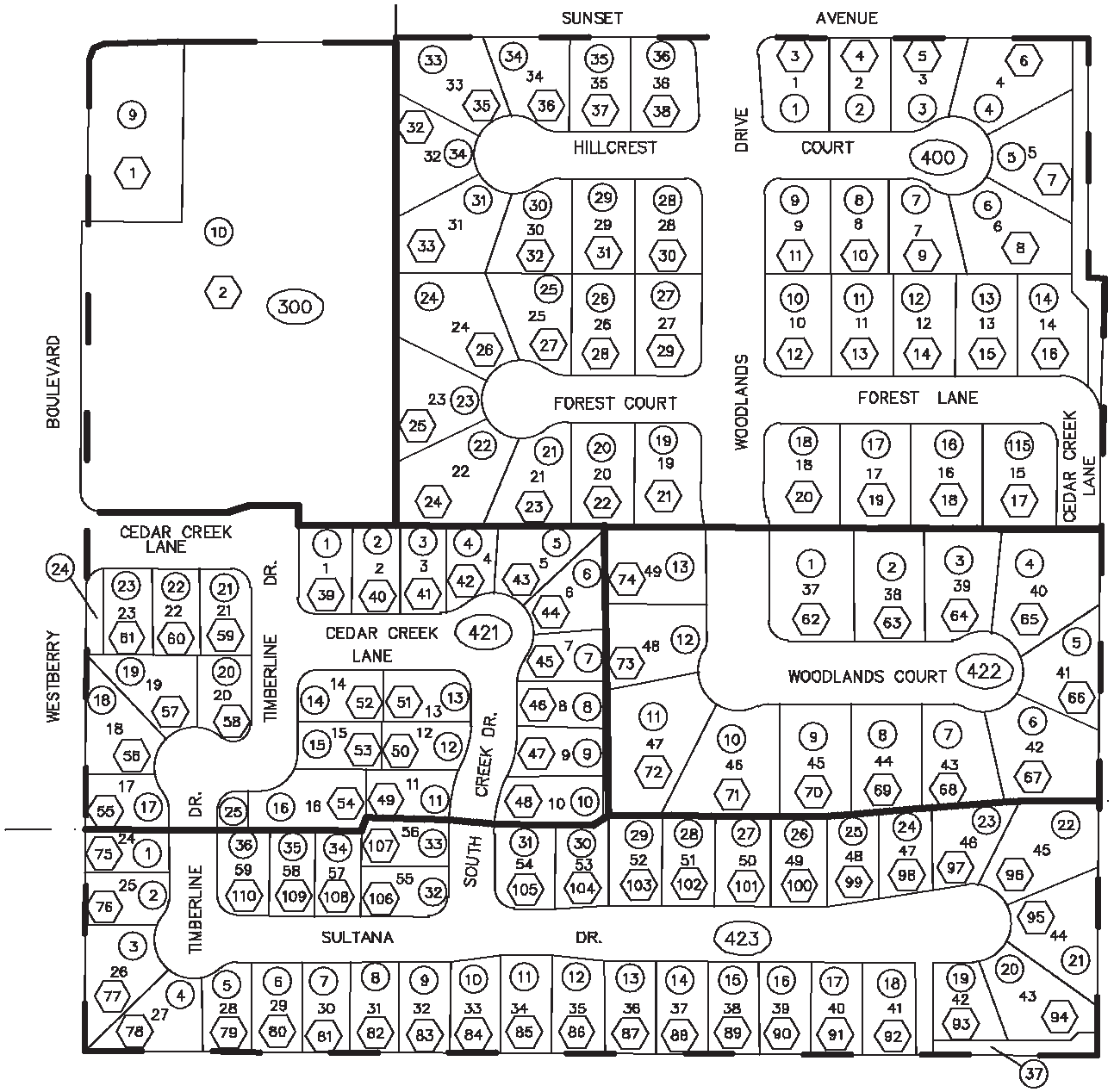
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 3
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

MANSIONETTE ESTATES 1, 2, & 3

REV. APRIL 2015



N

LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER

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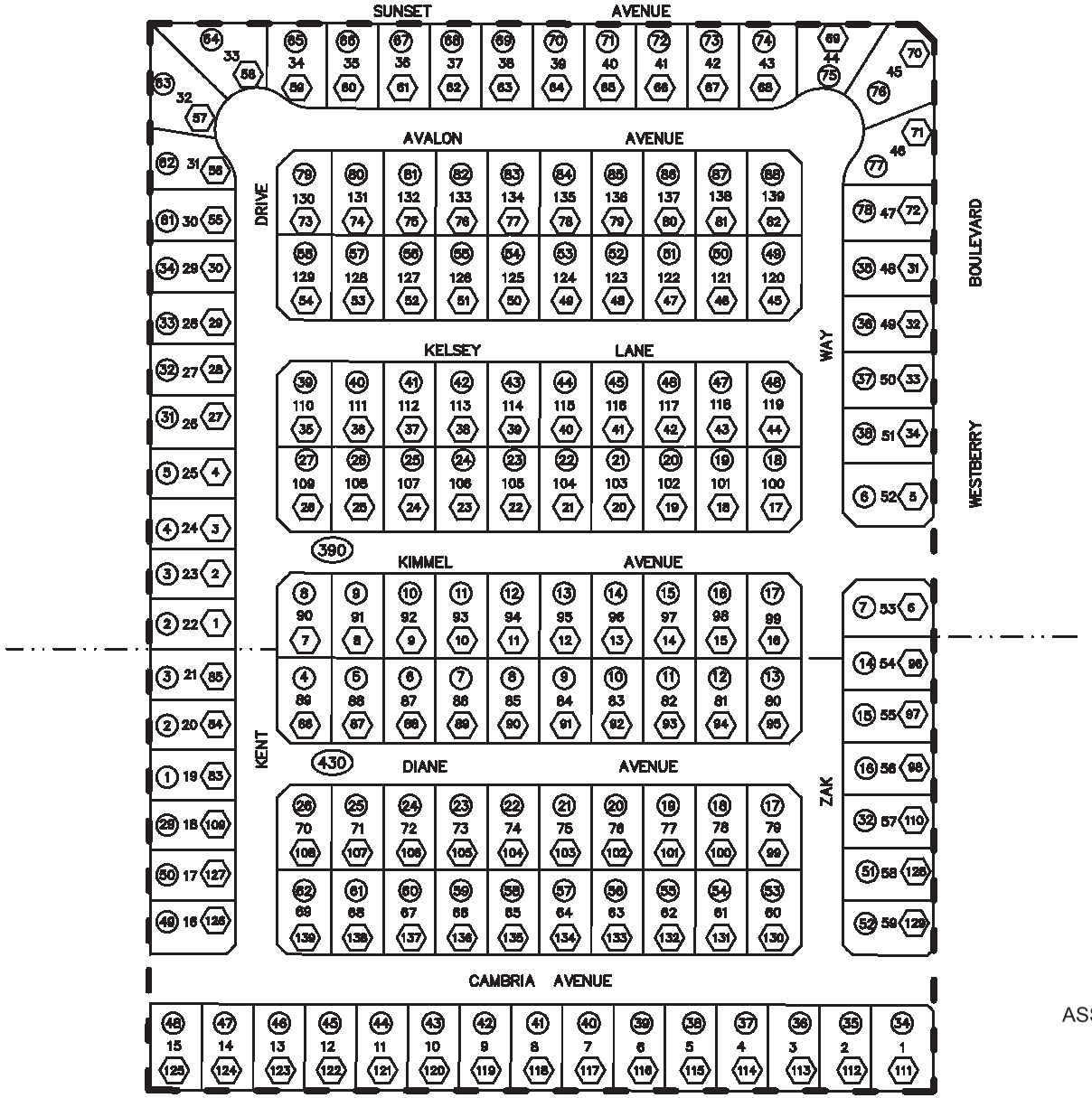
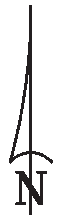
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
WOODLAND HILLS/BASILA
REV. JULY 2011





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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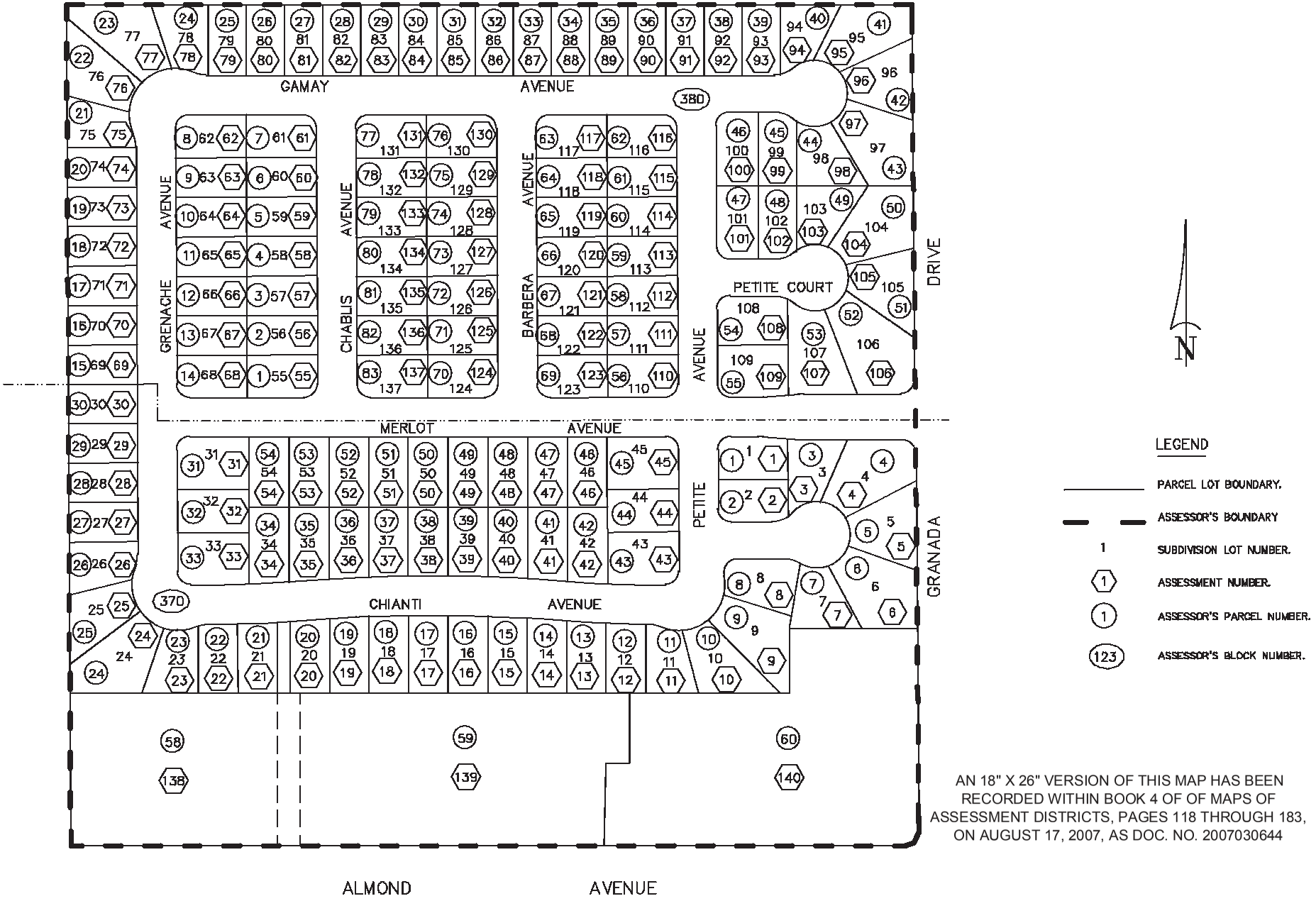
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 6B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SUNSET SOUTHWEST I, II, III, IV & V
REV. JULY 2008



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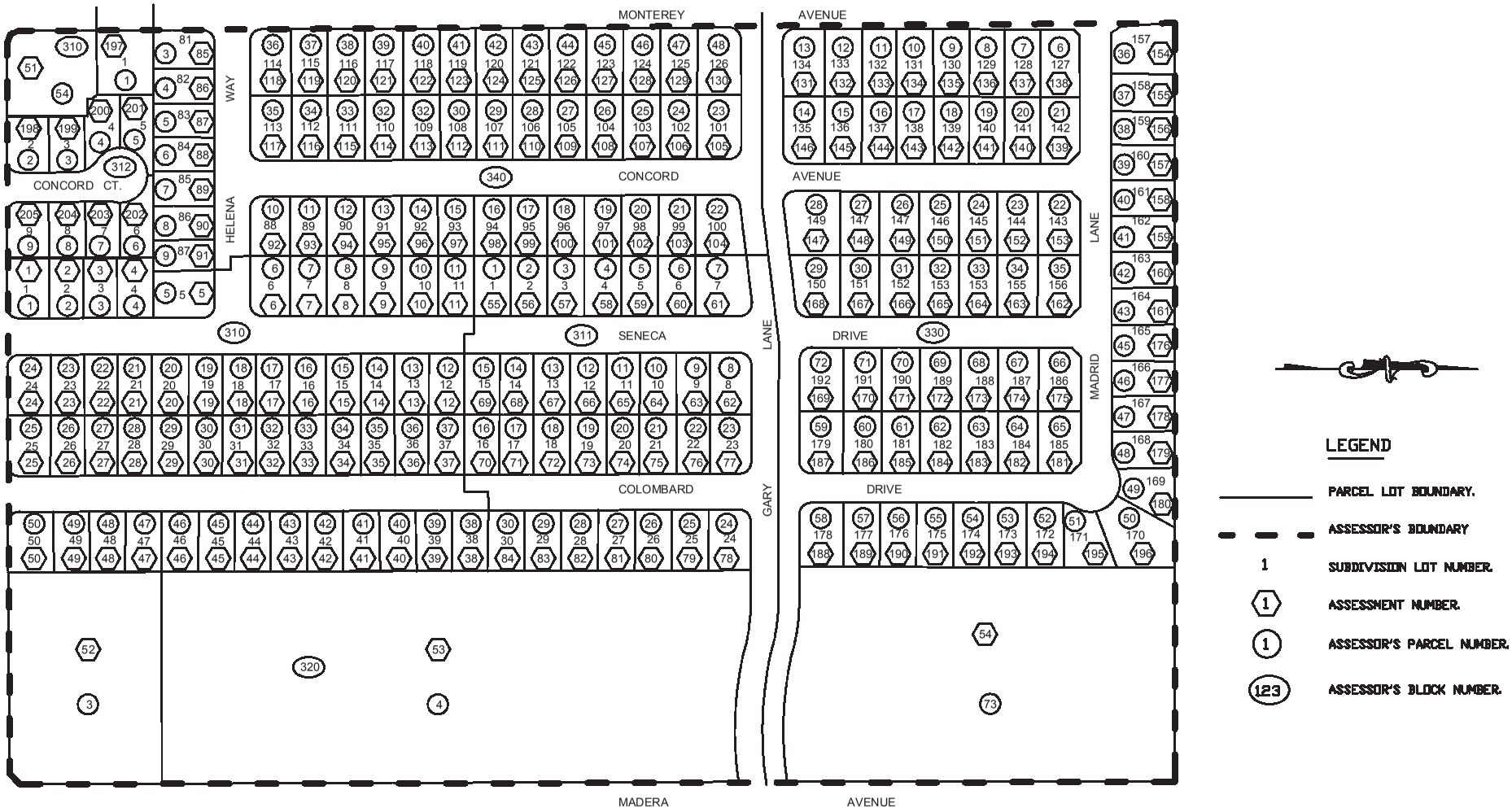
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 7
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TOWN AND COUNTRY ESTATES
REV. JULY 2011



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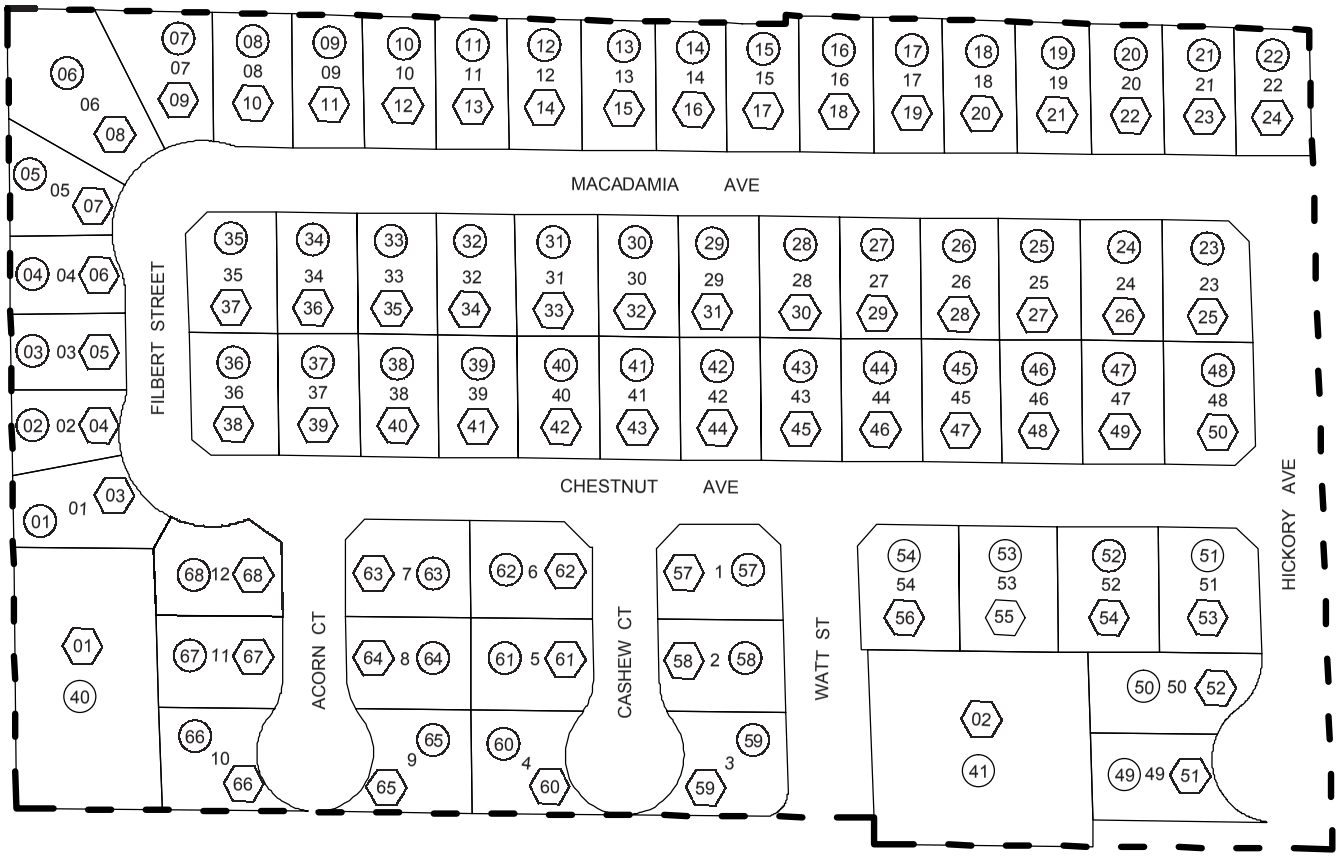
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 8
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

VINEYARD ESTATES 2, 3, 4 & 5

REV. JULY 2008



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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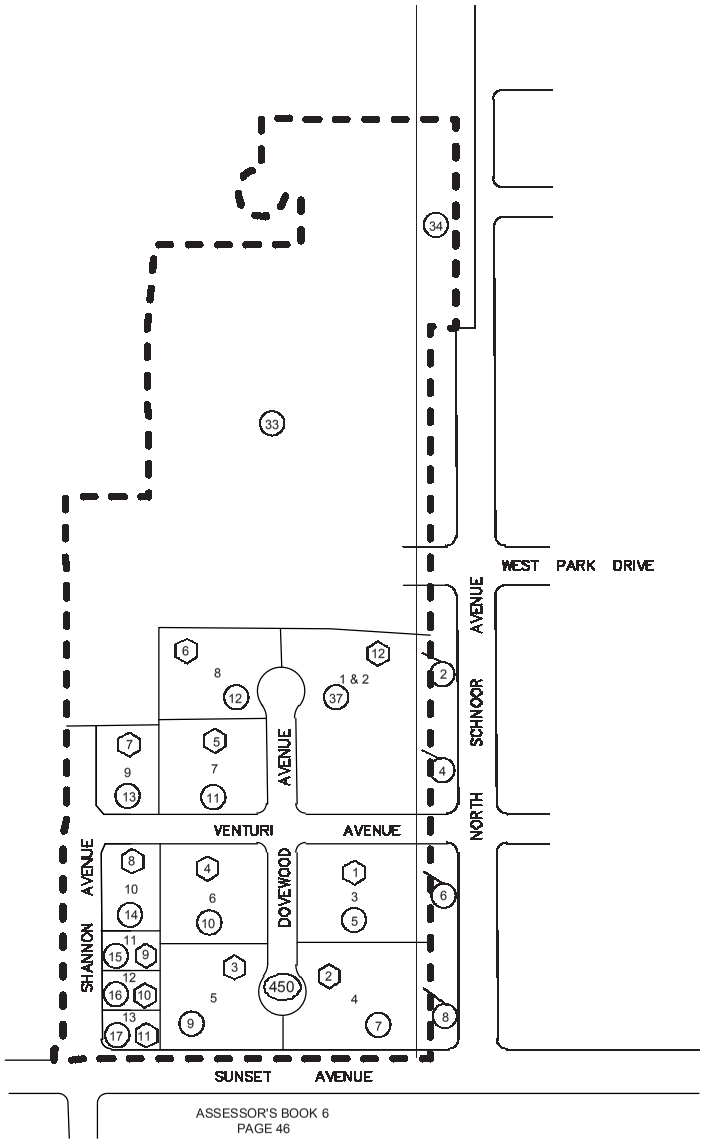
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 9
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD ESTATES SUBDIVISION
REV. JULY 2011



LEGEND

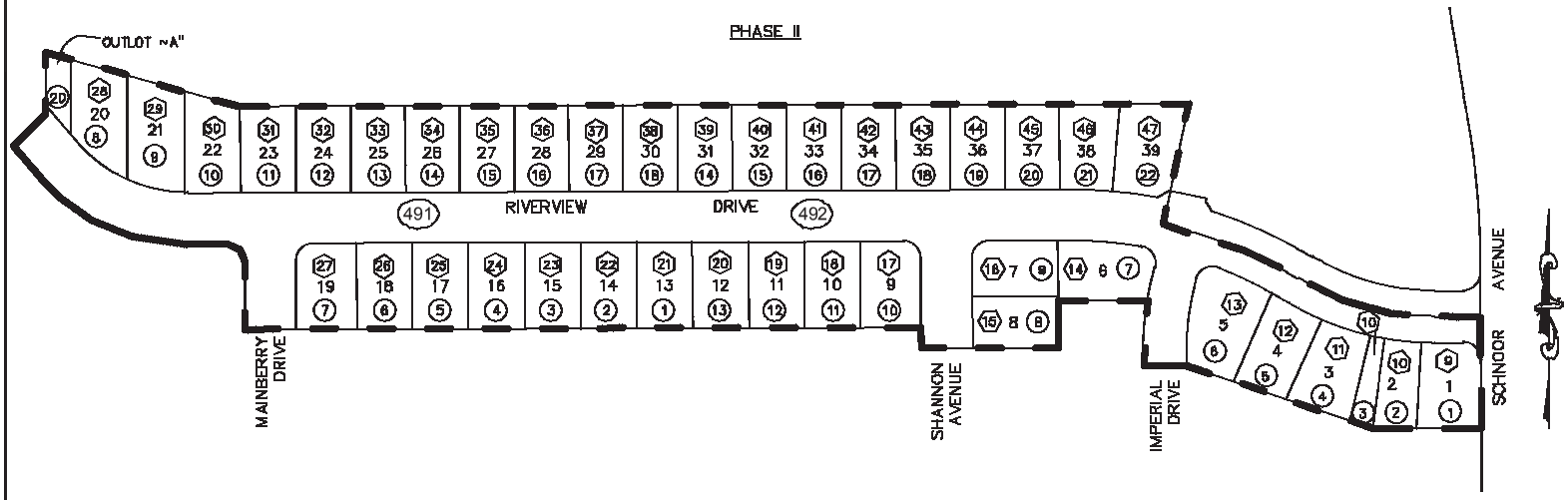
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

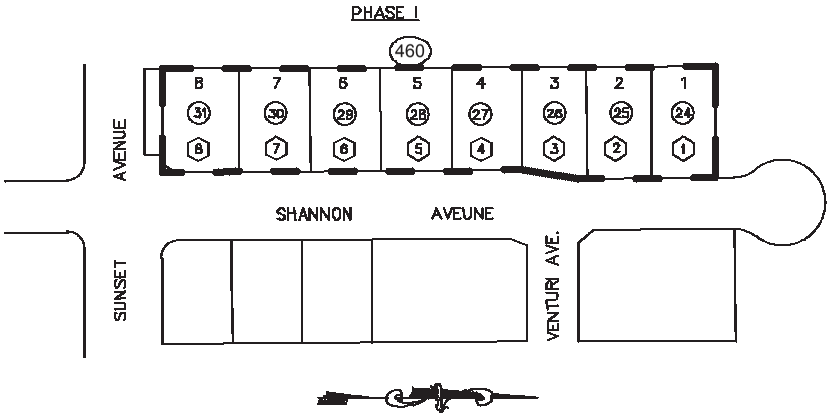
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

VENTURI SUBDIVISION

REV. JULY 2011





LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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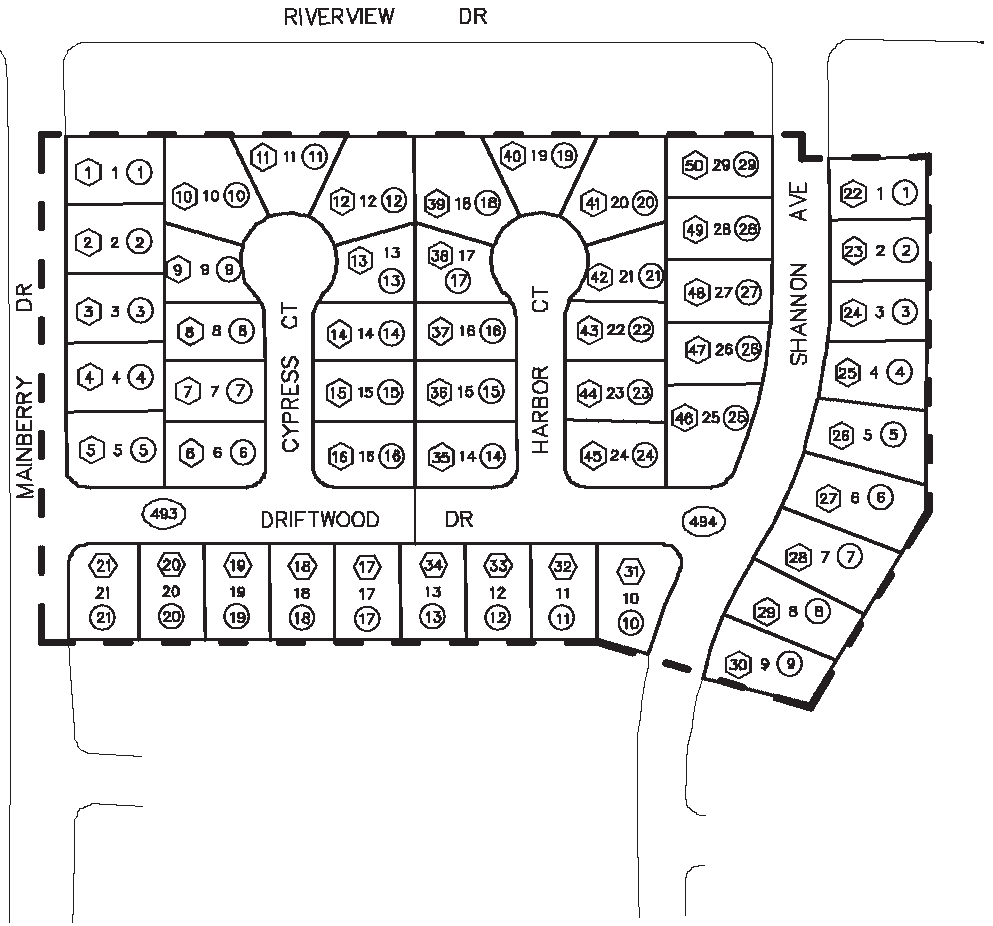
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH I & II
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
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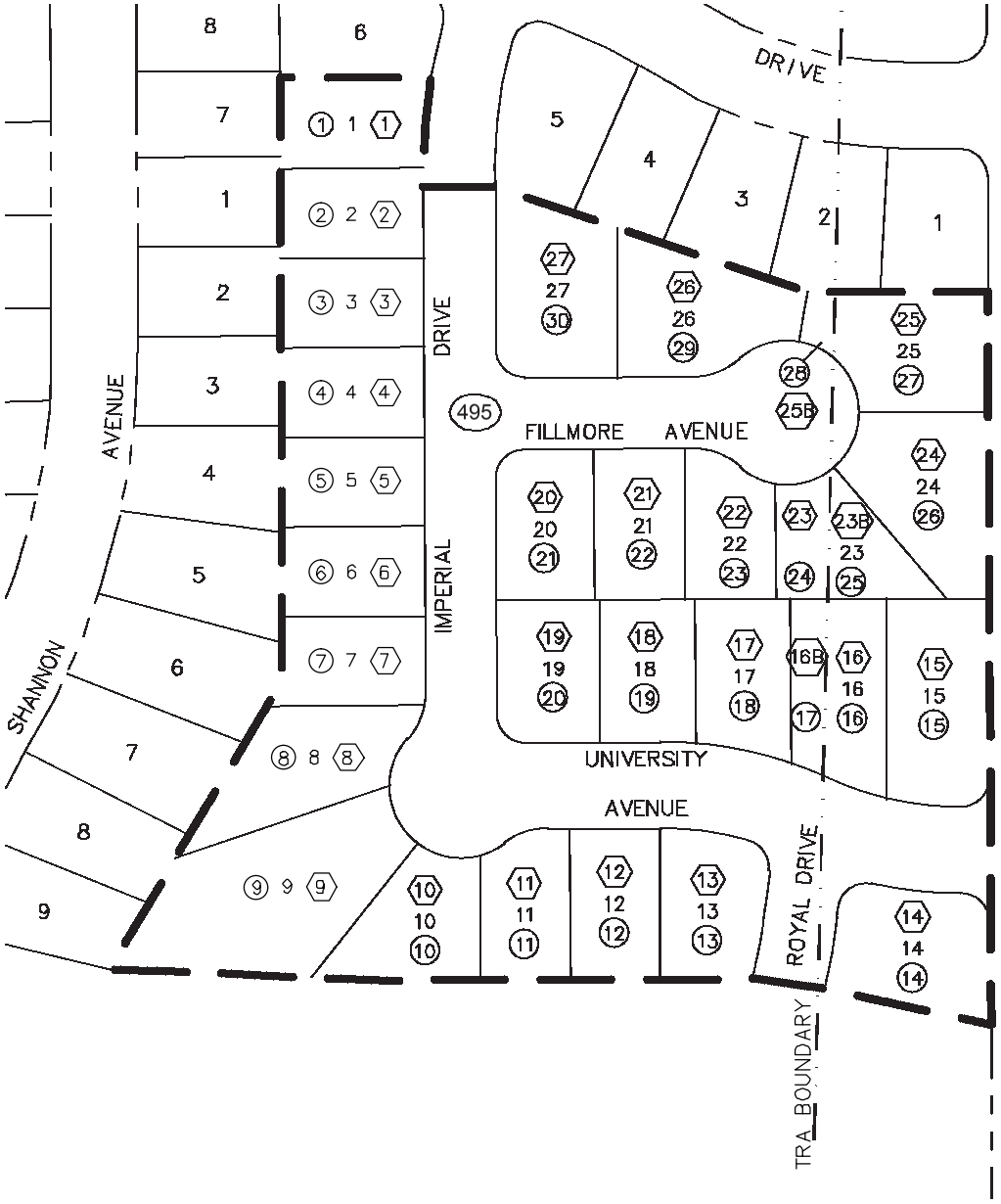
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH ESTATES
PHASES 3 and 4

REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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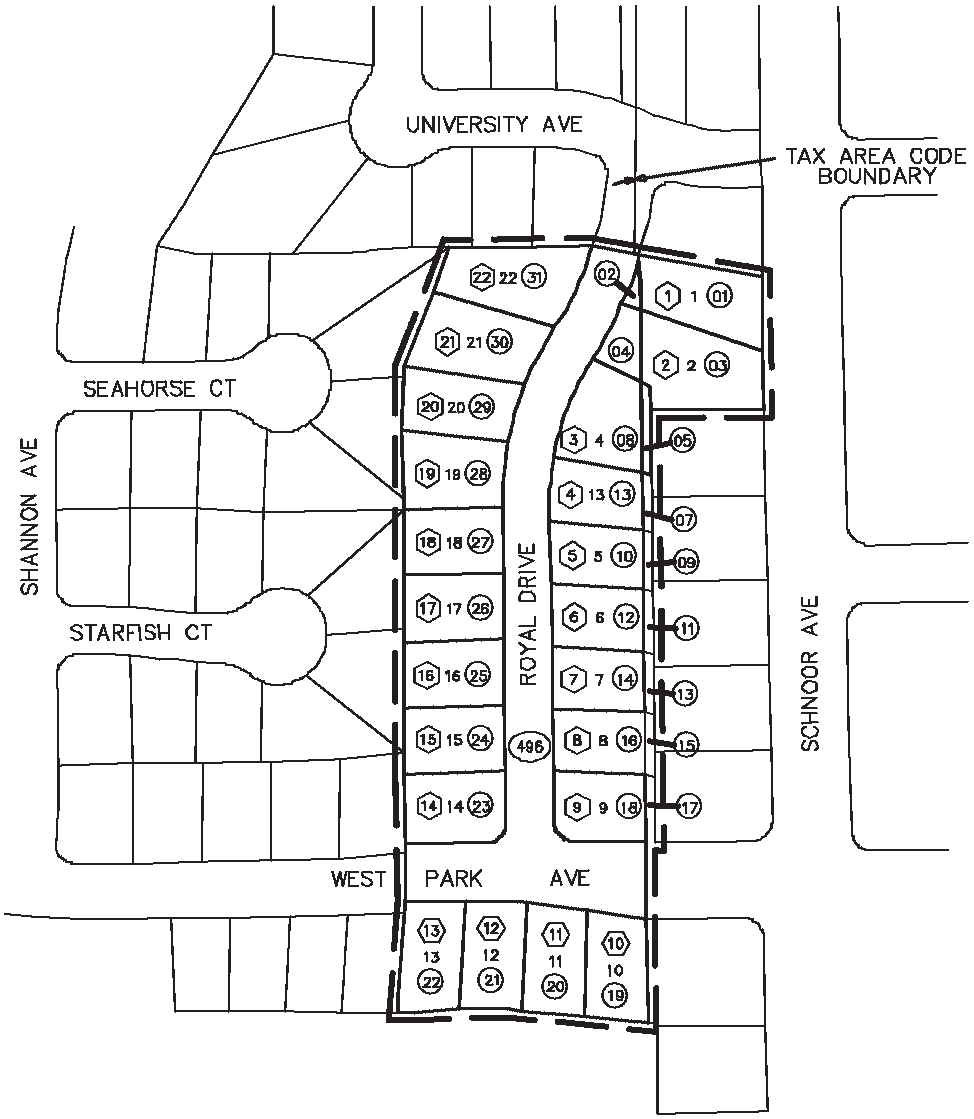
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH V
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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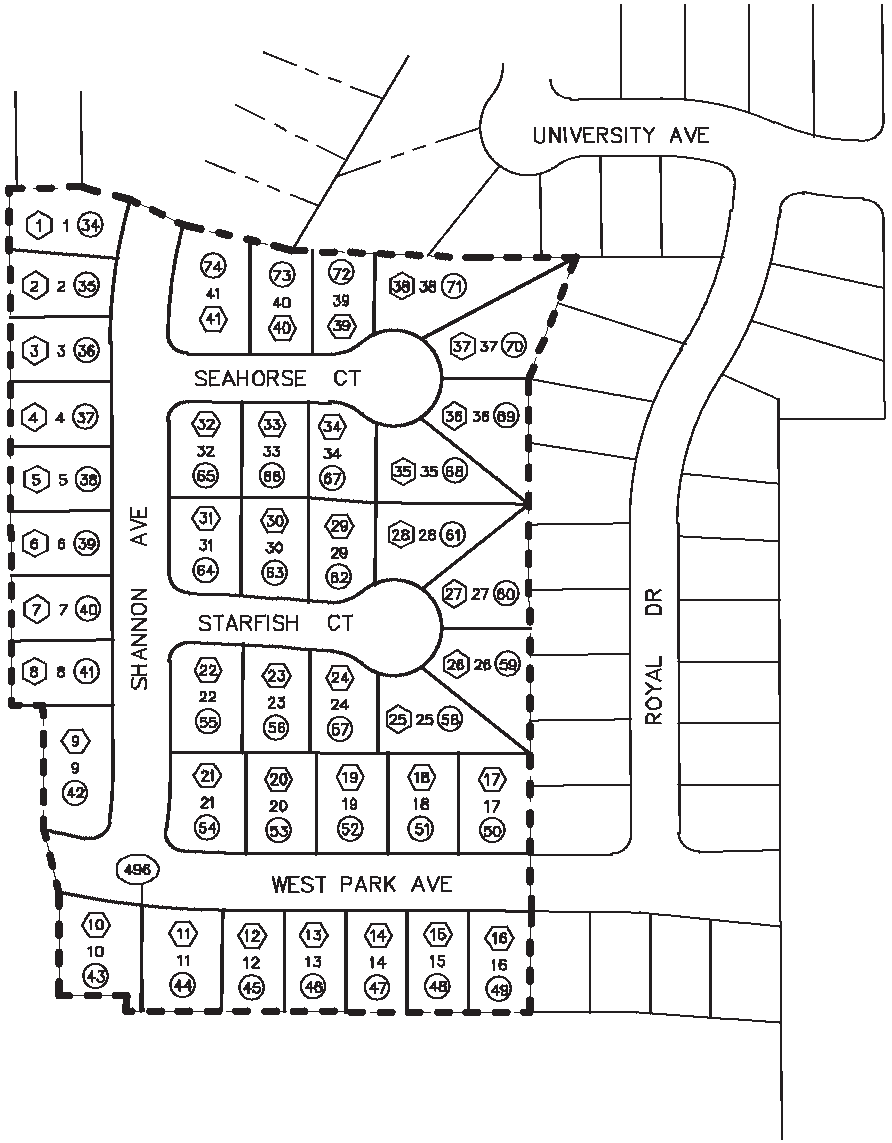
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VI
SUBDIVISION

REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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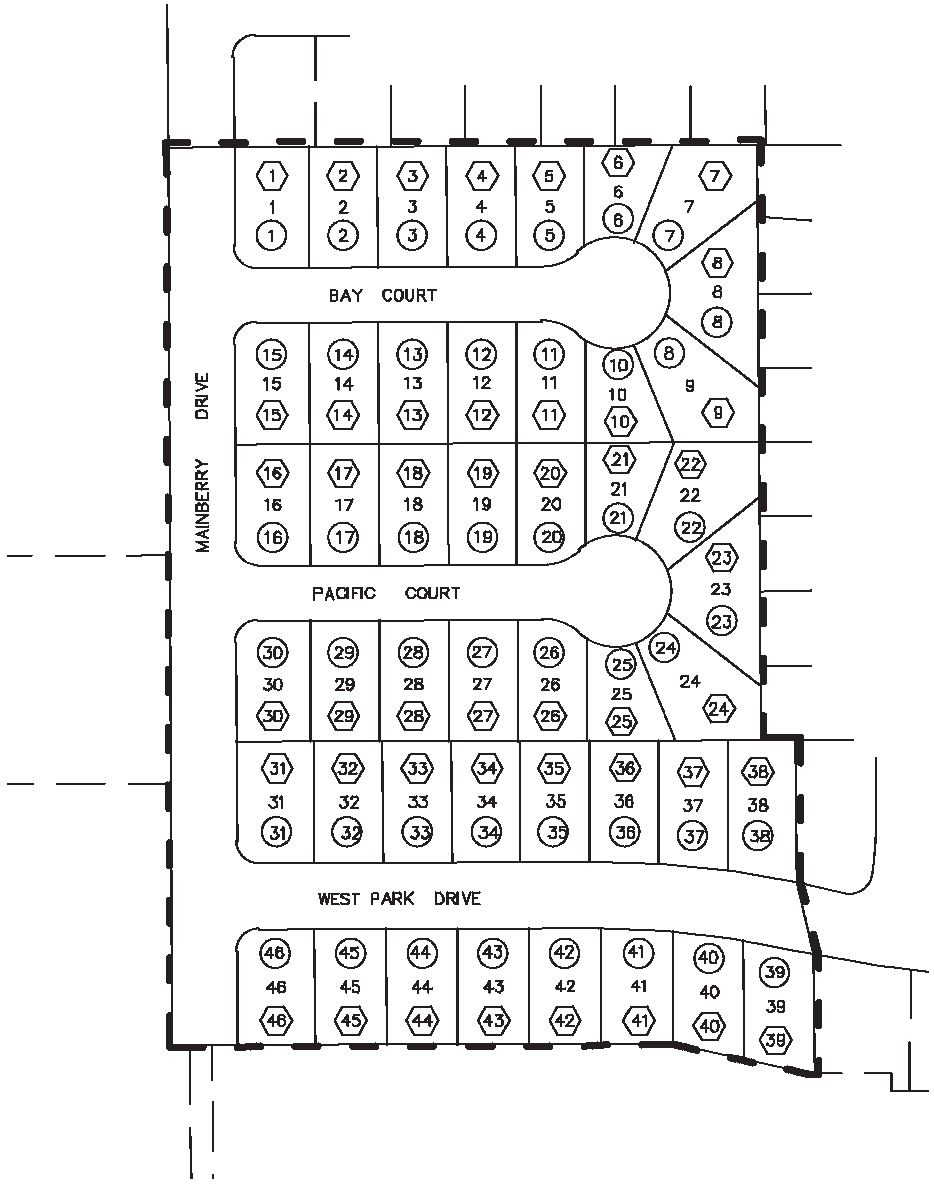
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10F
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH
PHASE VII
SUBDIVISION
REV. JULY 2011



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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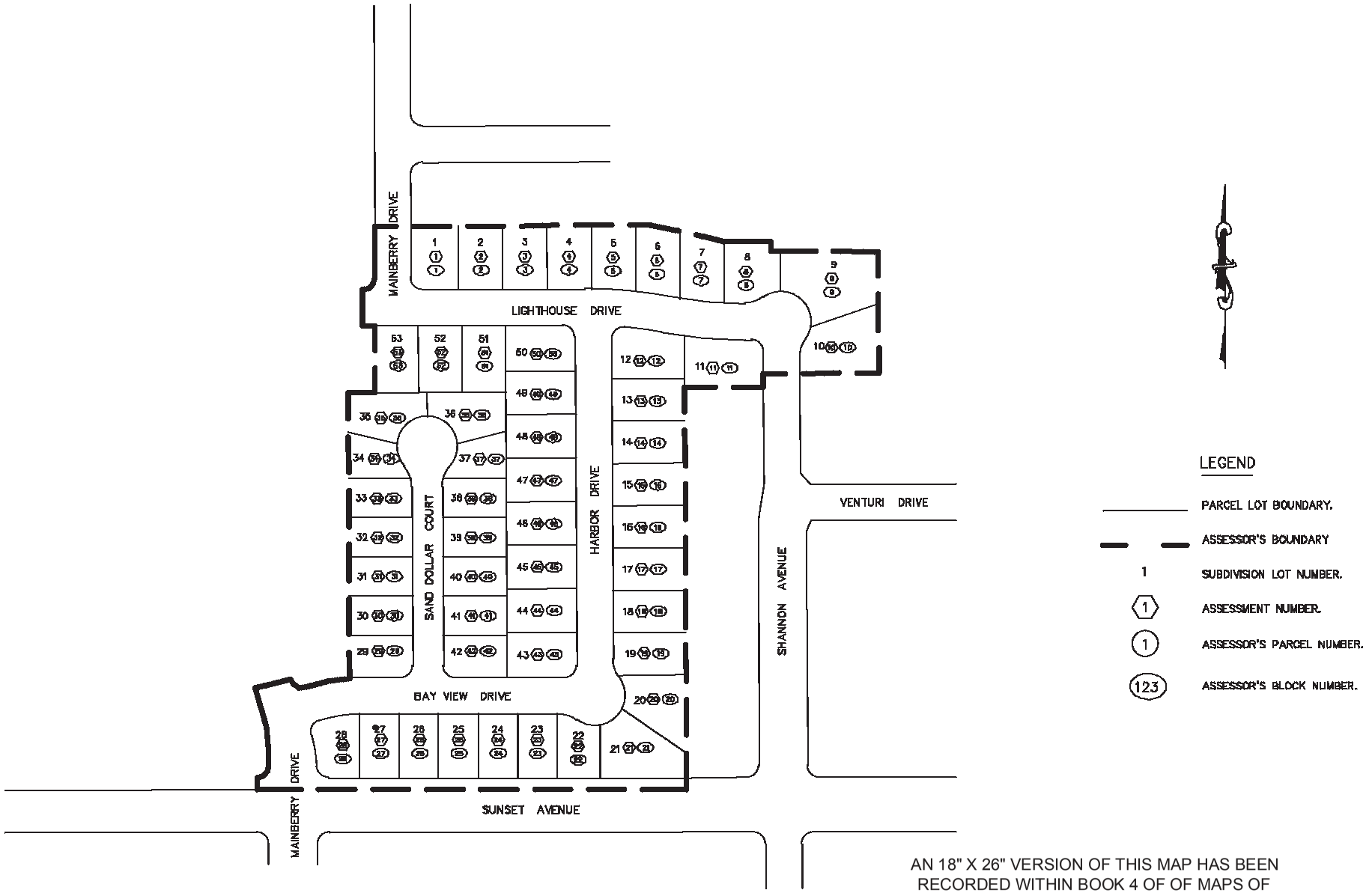
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10G
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PEBBLE BEACH
PHASE VIII
SUBDIVISION

REV. JULY 2010



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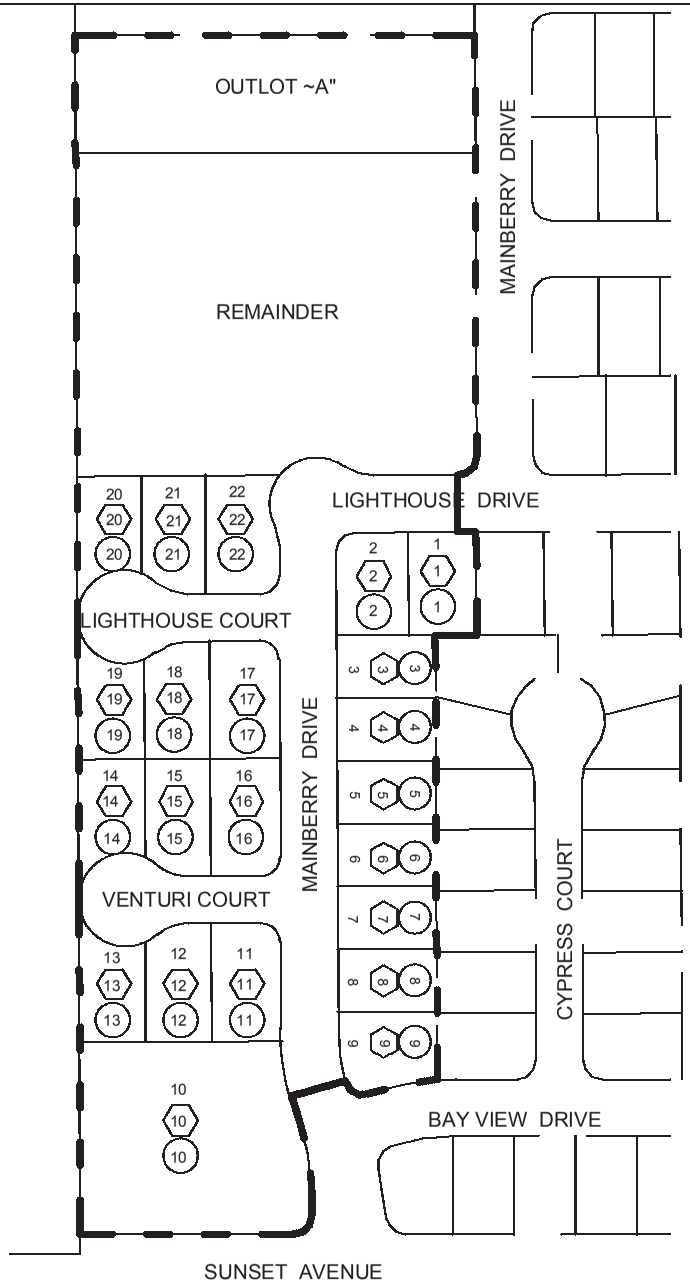
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10H
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH PHASE IX SUBDIVISION
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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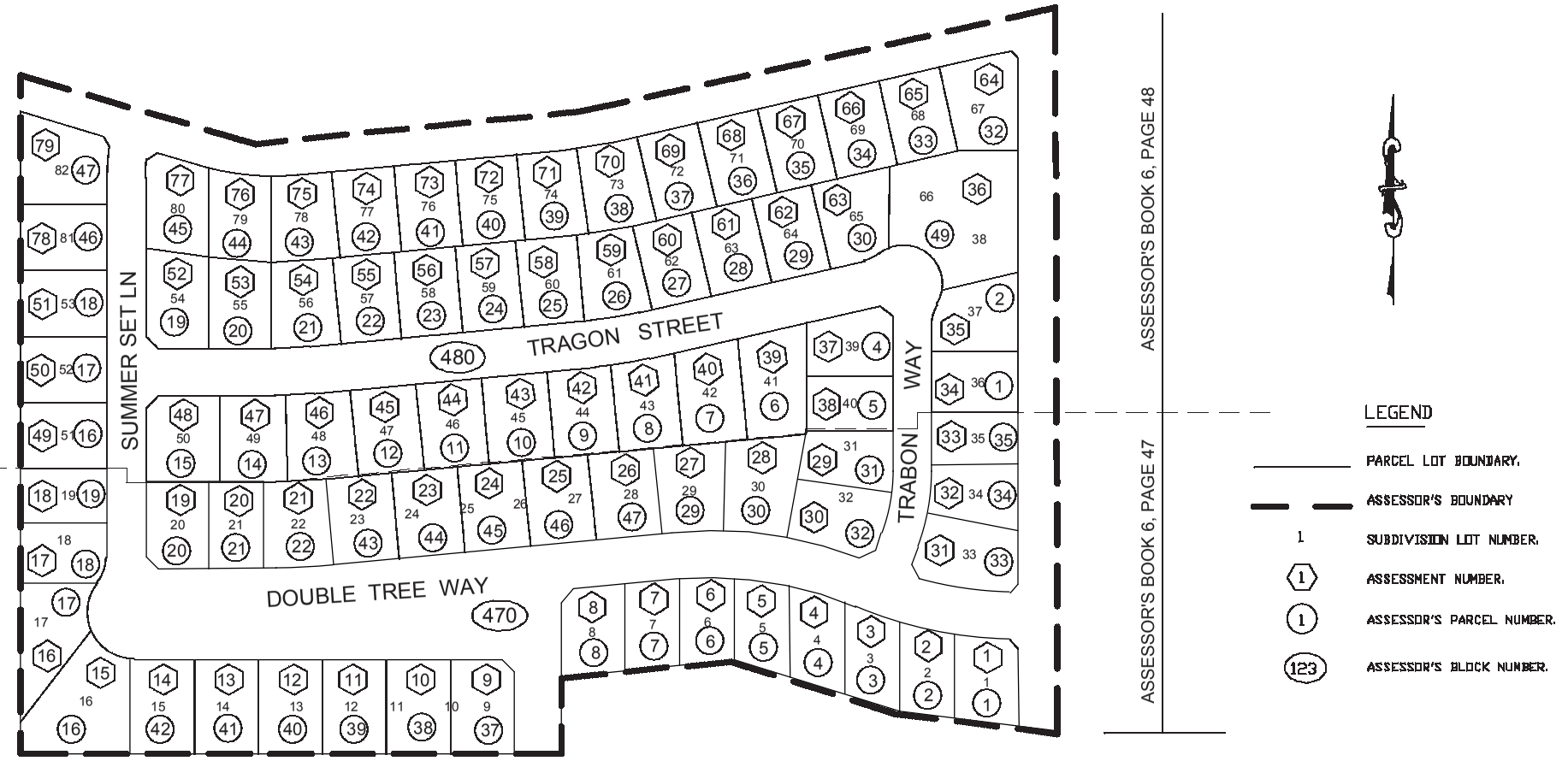
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 10i
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
PEBBLE BEACH
PHASE X
REV. JULY 2010



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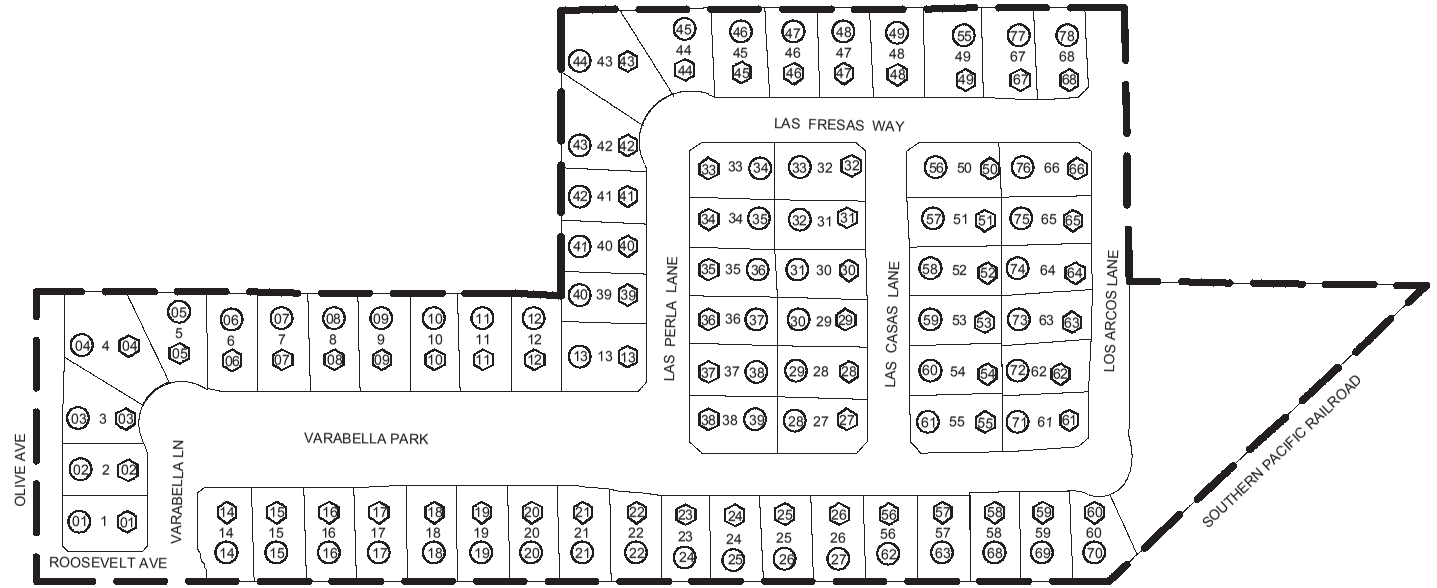
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 12
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

FRENCH COVE
1 AND 2

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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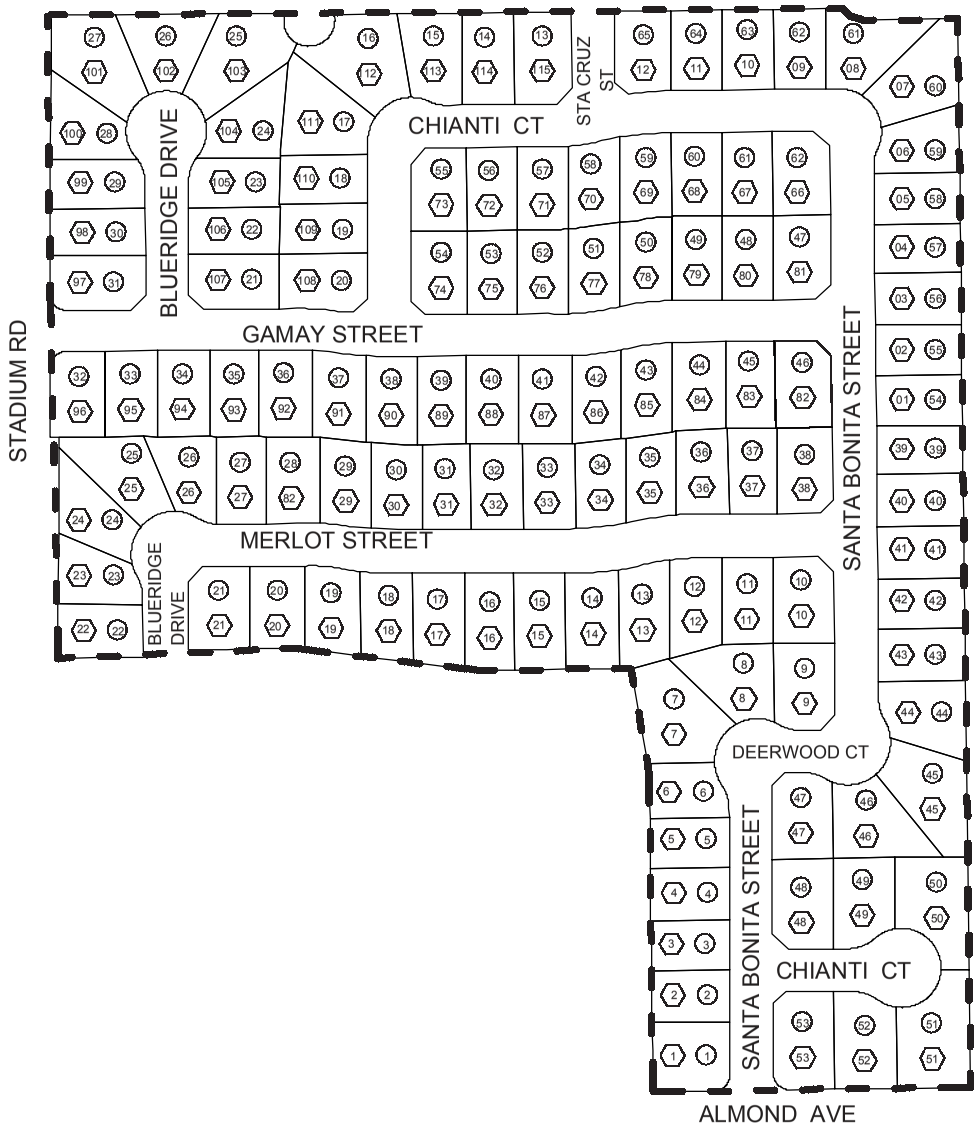
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 13
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LAS PALMAS ESTATES
1, 2, 3 AND 4

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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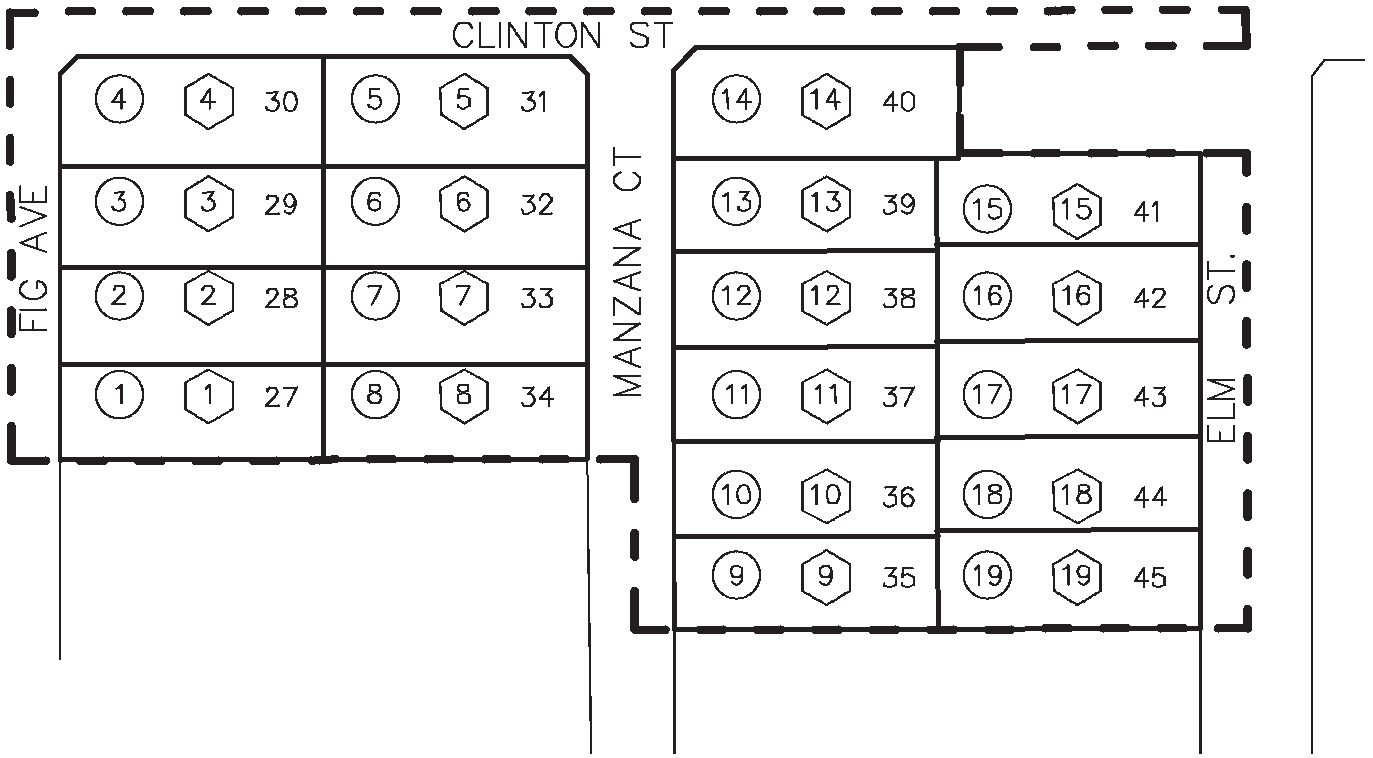
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 14
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO 1 and 2 SUBDIVISION
REV. JULY 2010



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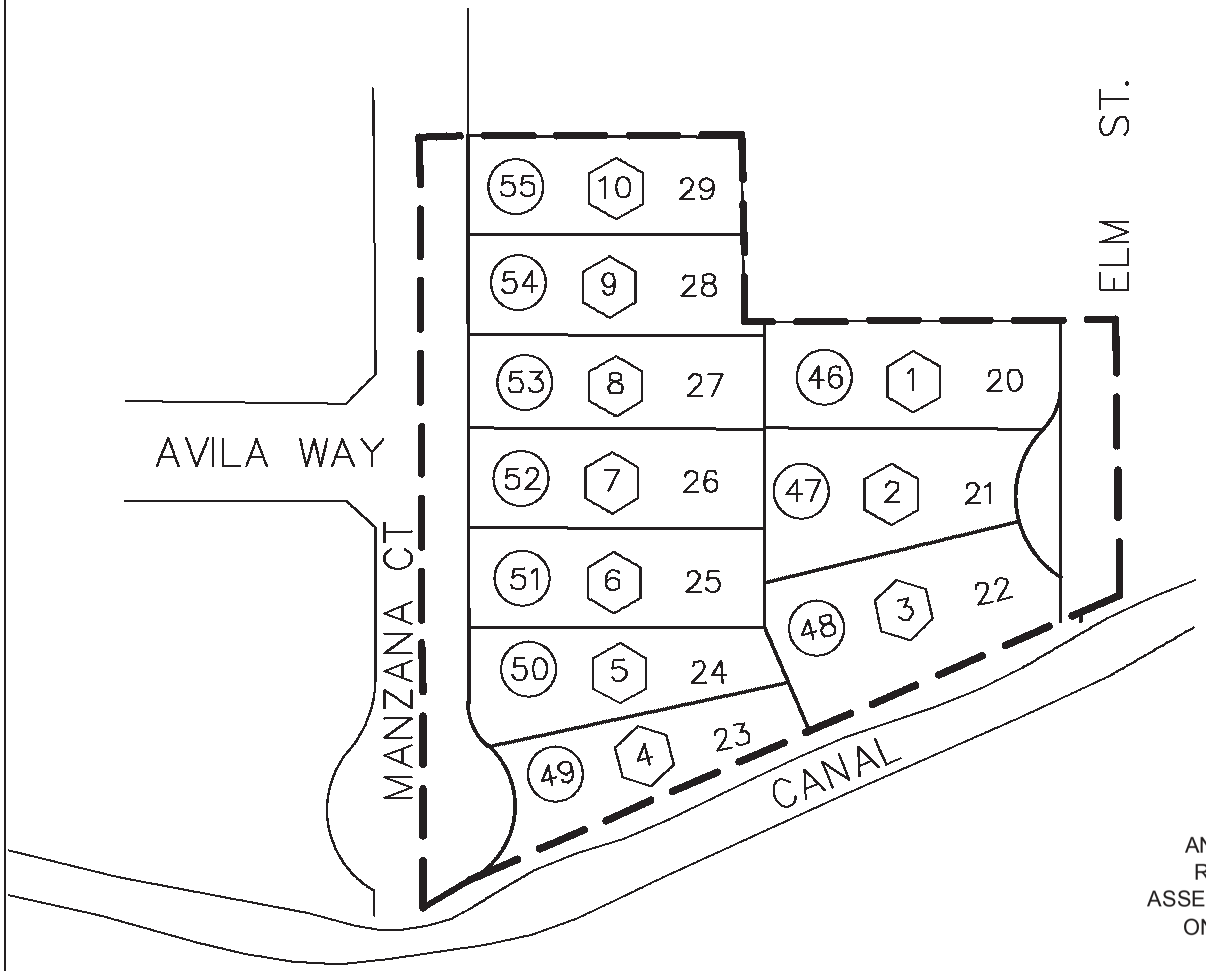
LEGEND

- PARCEL LOT BOUNDARY
- ZONE BOUNDARY
- 1 SUBDIVISION LOT NUMBER
- (1) ASSESSMENT NUMBER
- (1) ASSESSOR'S PARCEL NUMBER
- (101) ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE I
REV. JULY 2010



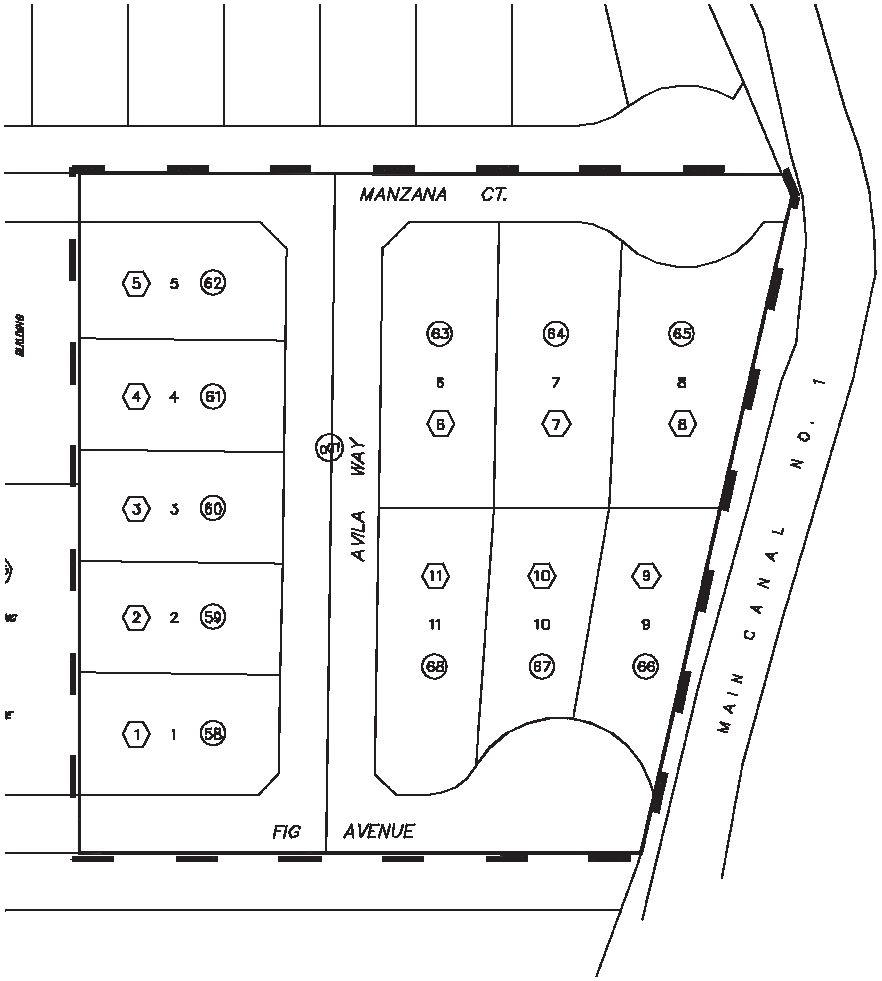
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
1	ASSESSOR'S PARCEL NUMBER
101	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS
PHASE II
REV. JULY 2010



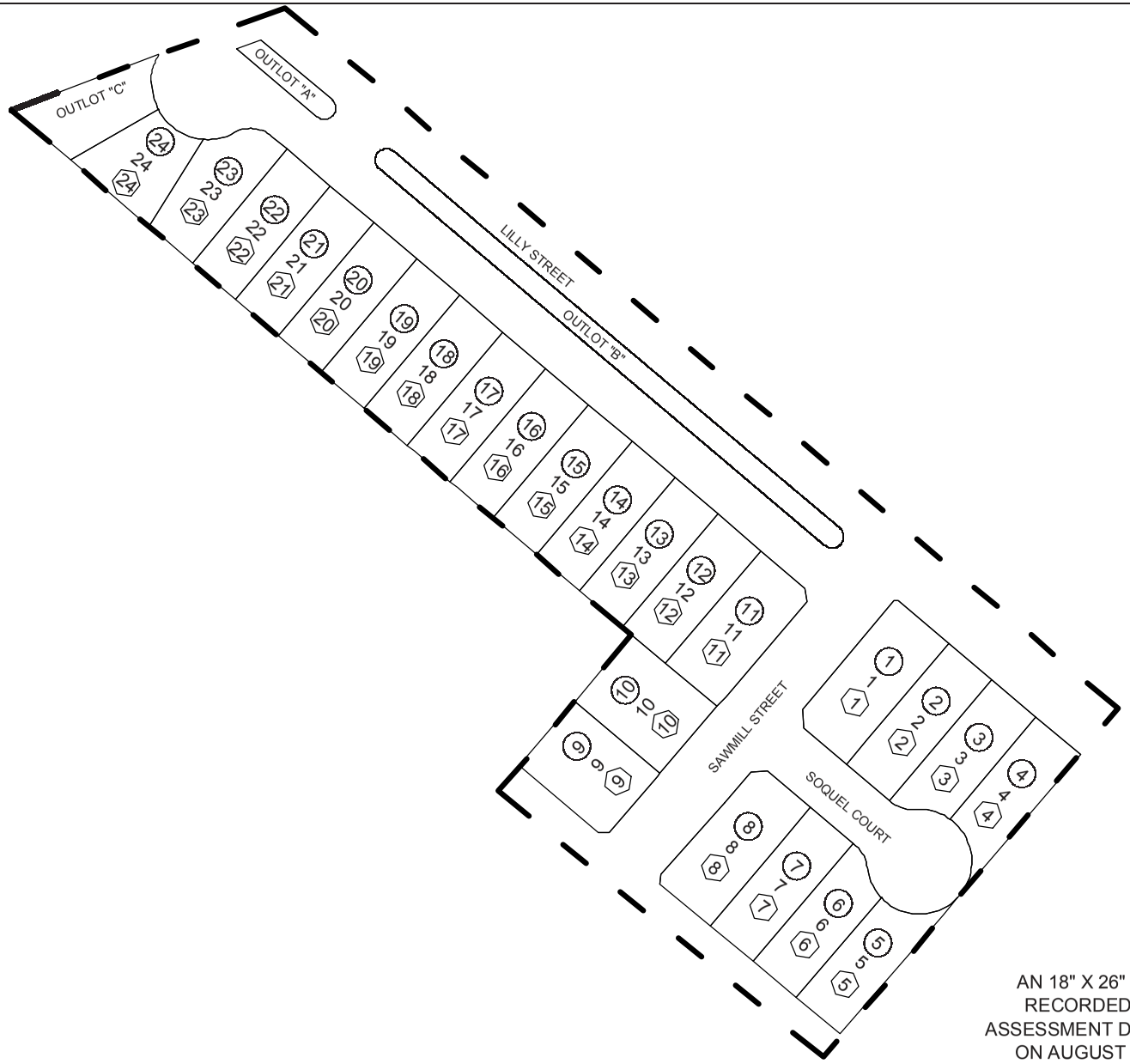
AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(##)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 15C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CLINTON ELM RANCHOS PHASE III
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

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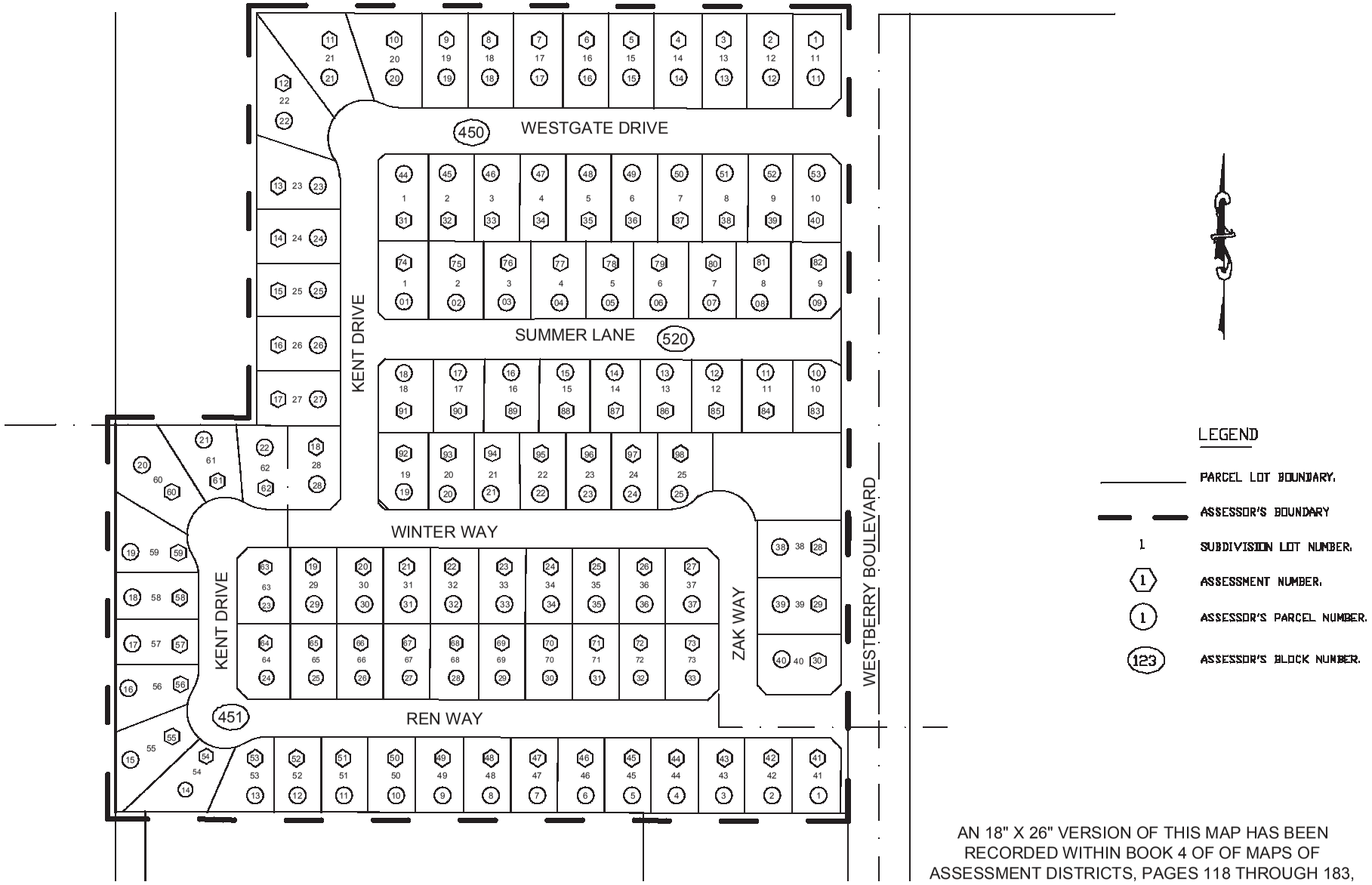
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 16
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

SUGAR PINE ESTATES

REV. JULY 2010



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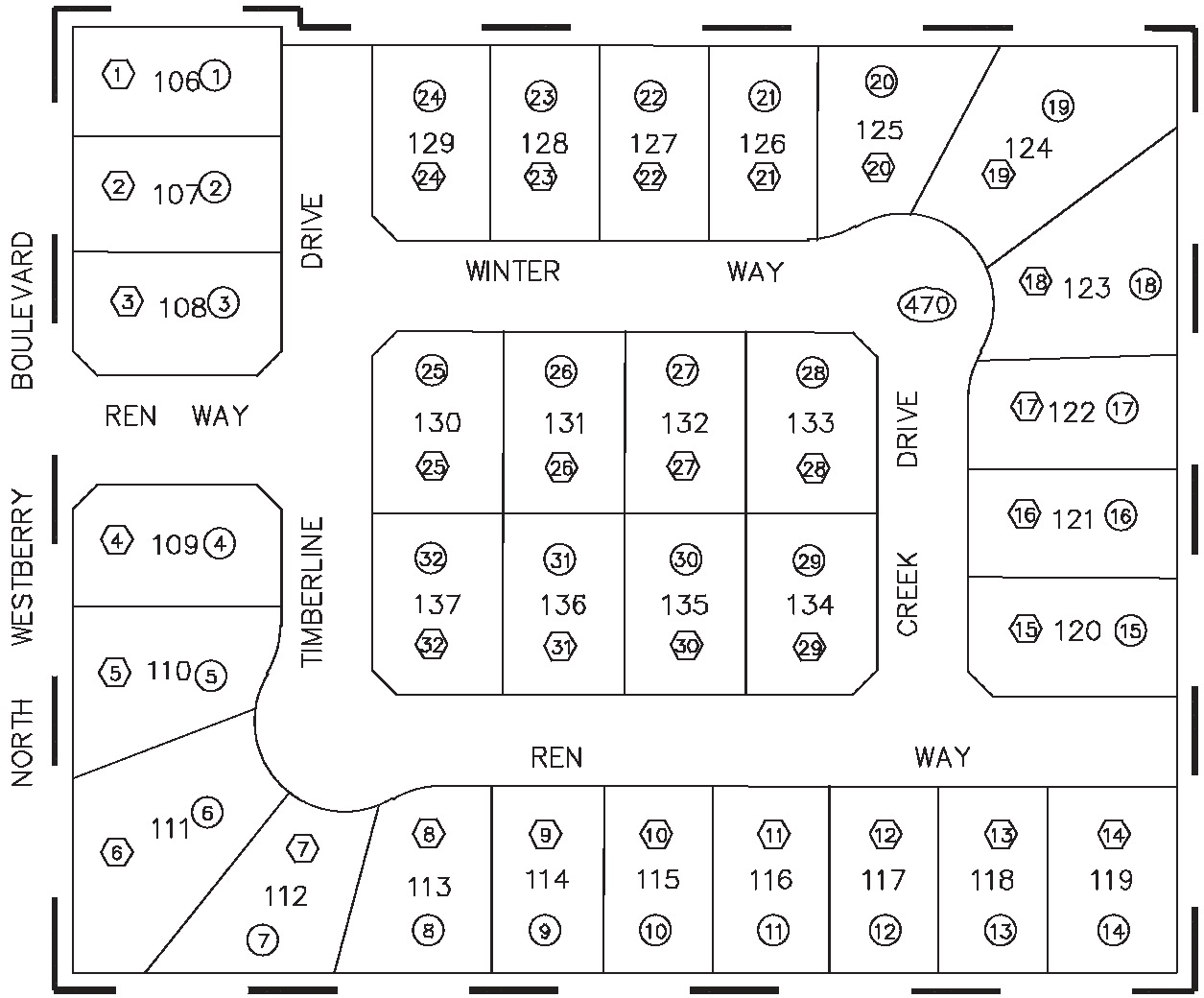
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASES 1 AND 2

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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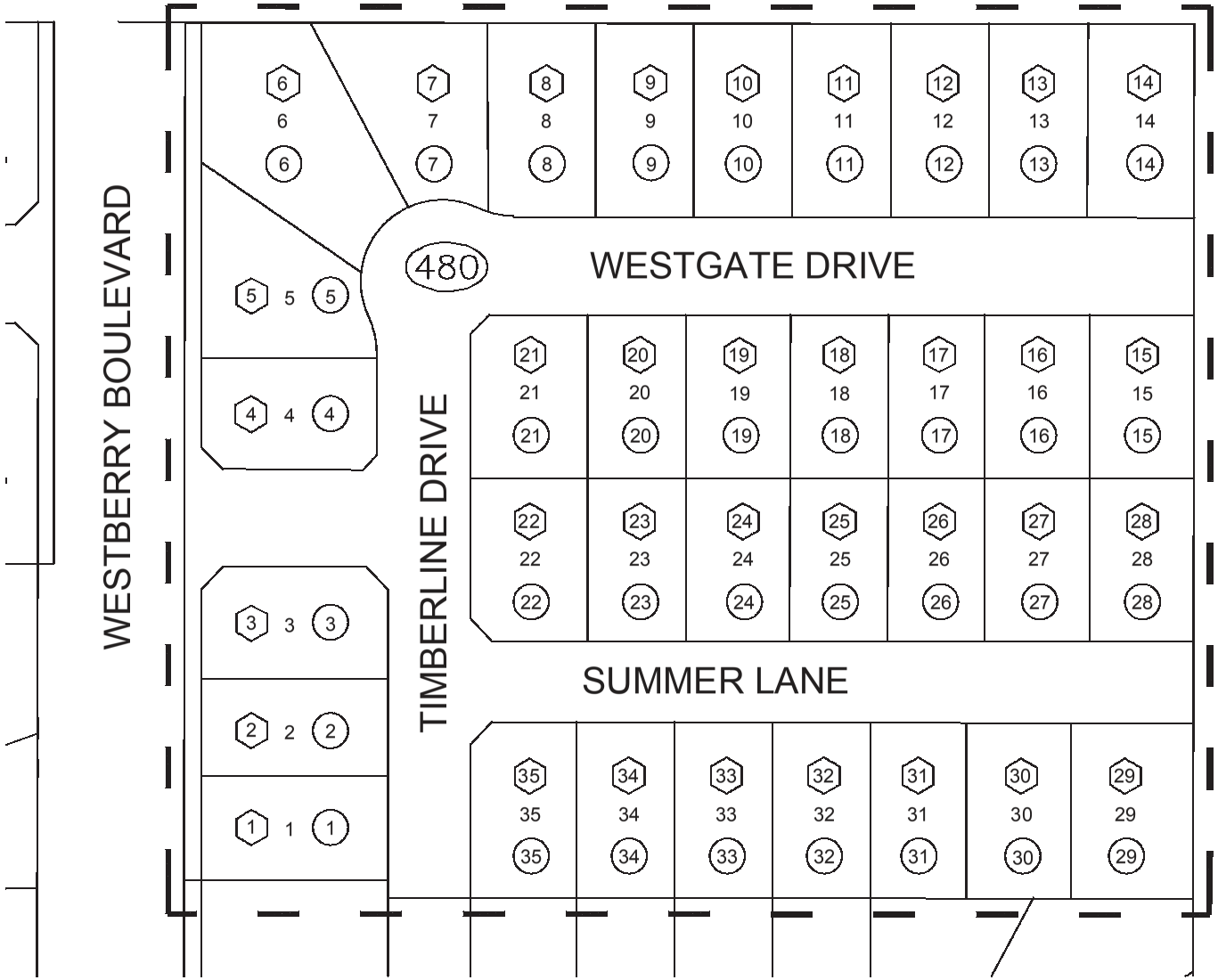
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO X
PHASE 3
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 123 ASSESSOR'S BLOCK NUMBER.

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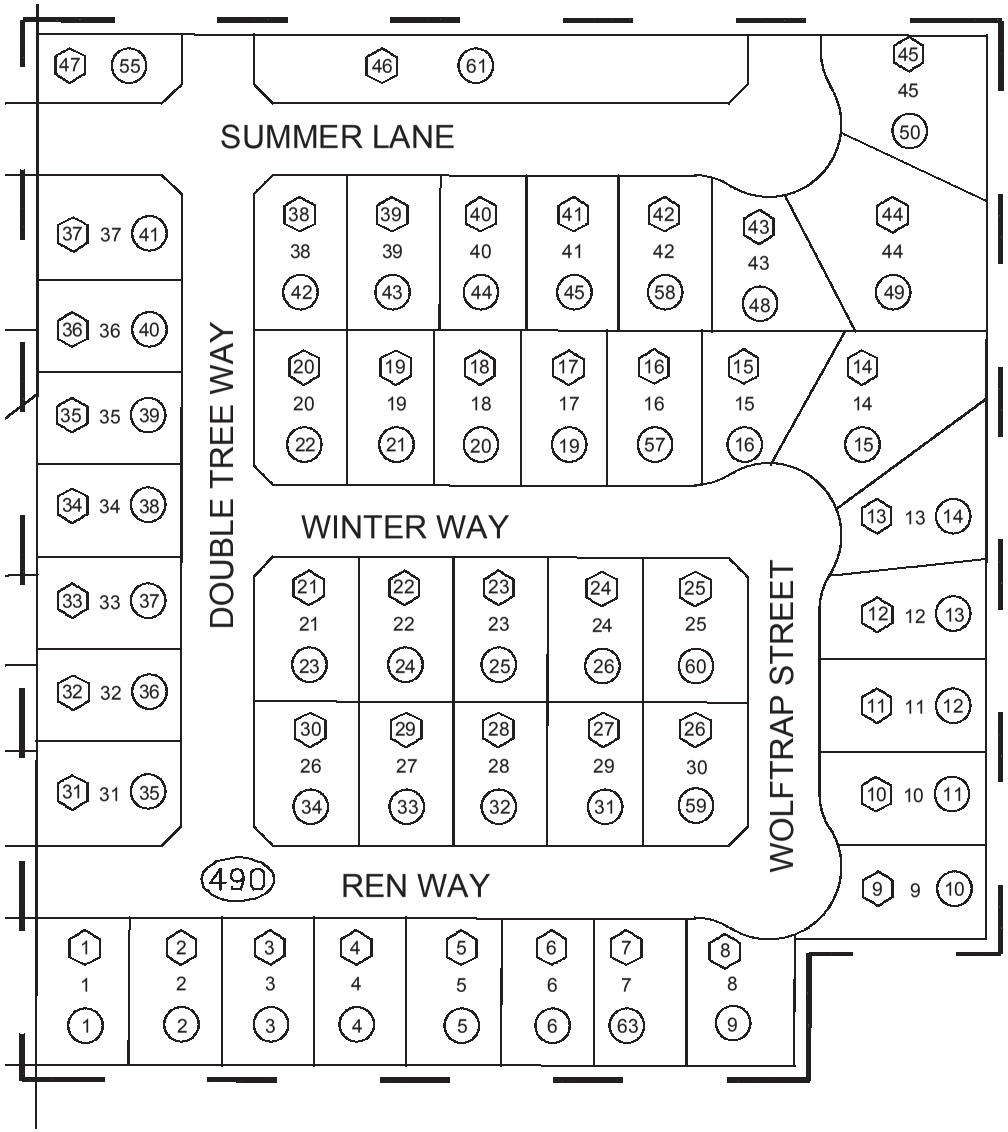
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO X
PHASE 4

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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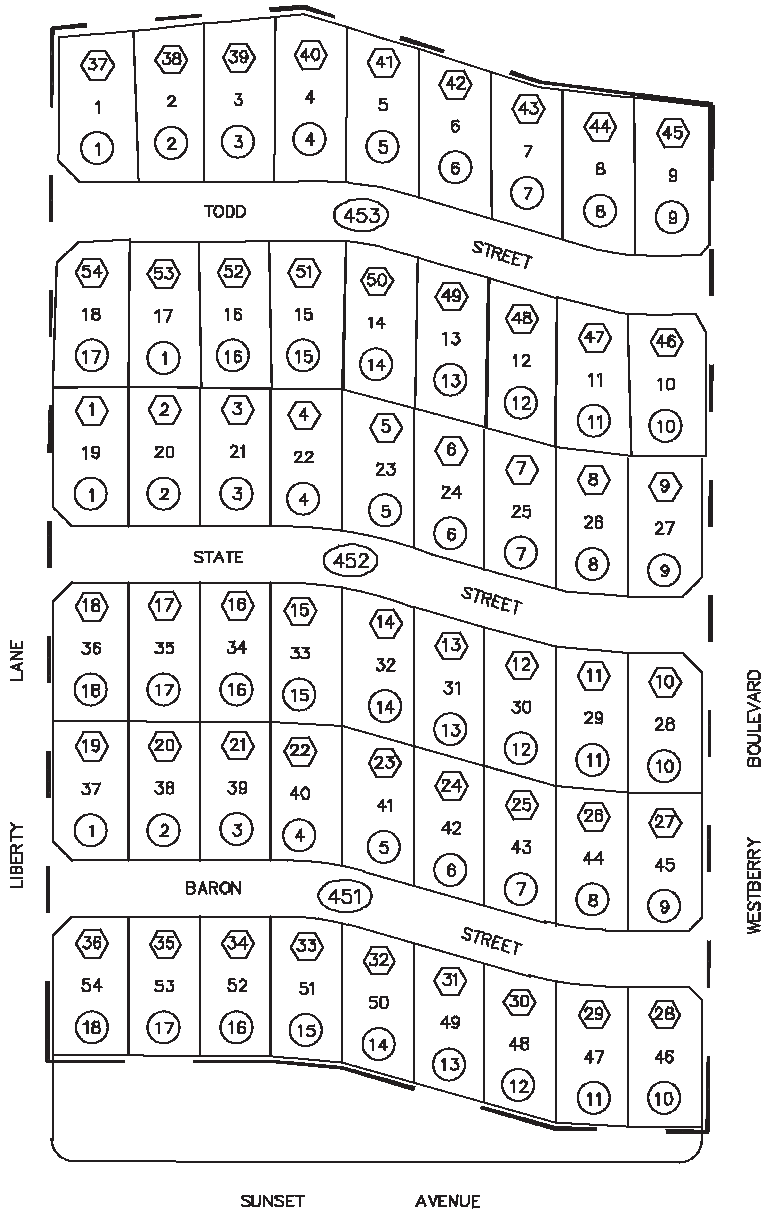
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 17D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO XI
PHASE 1
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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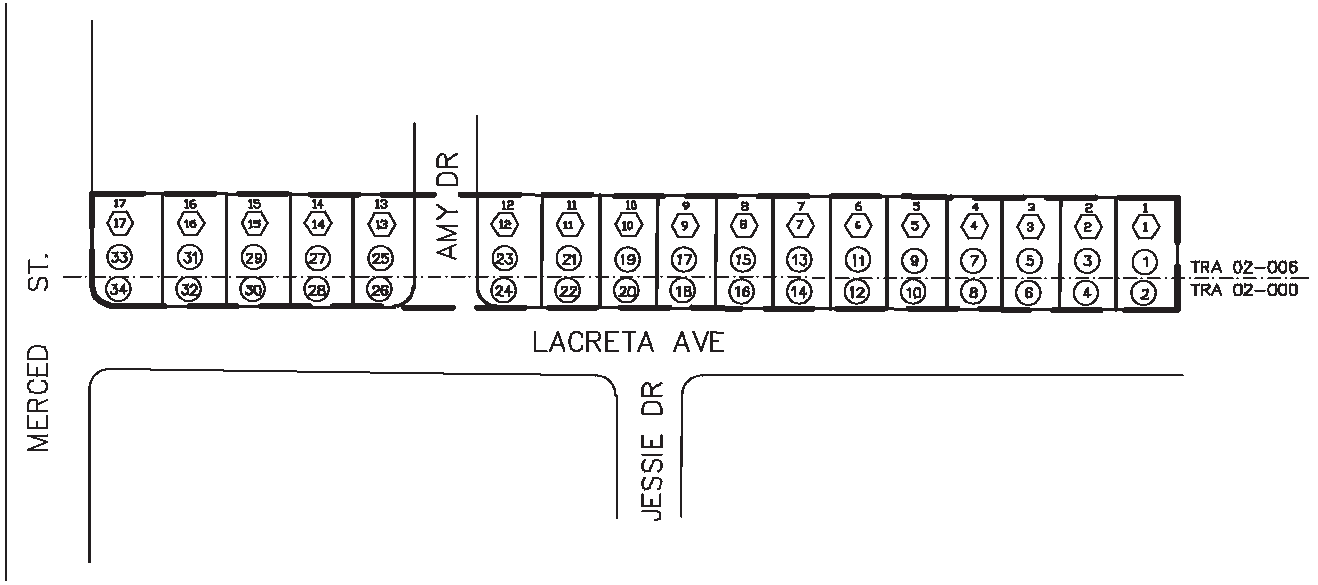
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 18
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LINCOLN PLACE
PHASES 1, 2 AND 3
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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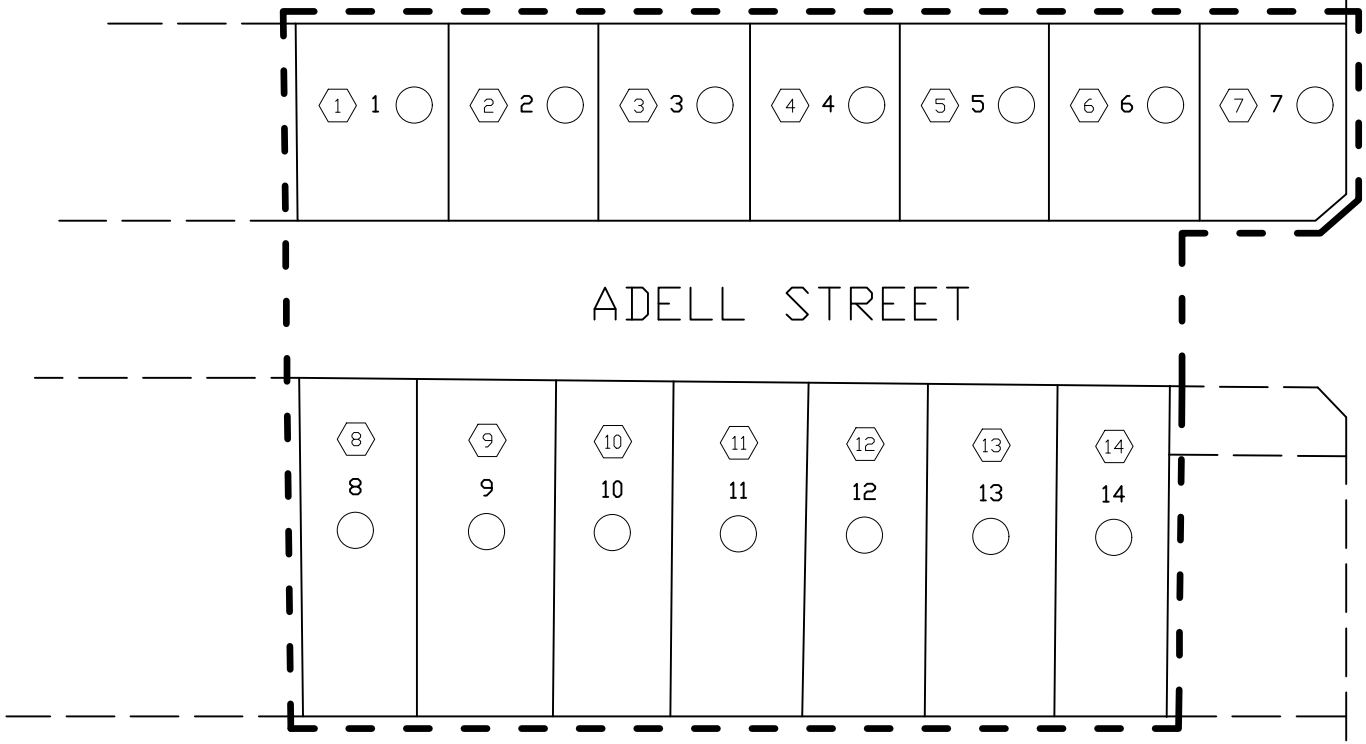
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA JOLLA
PHASE 1
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- (1) ASSESSMENT NUMBER
- (1) APN NUMBER.

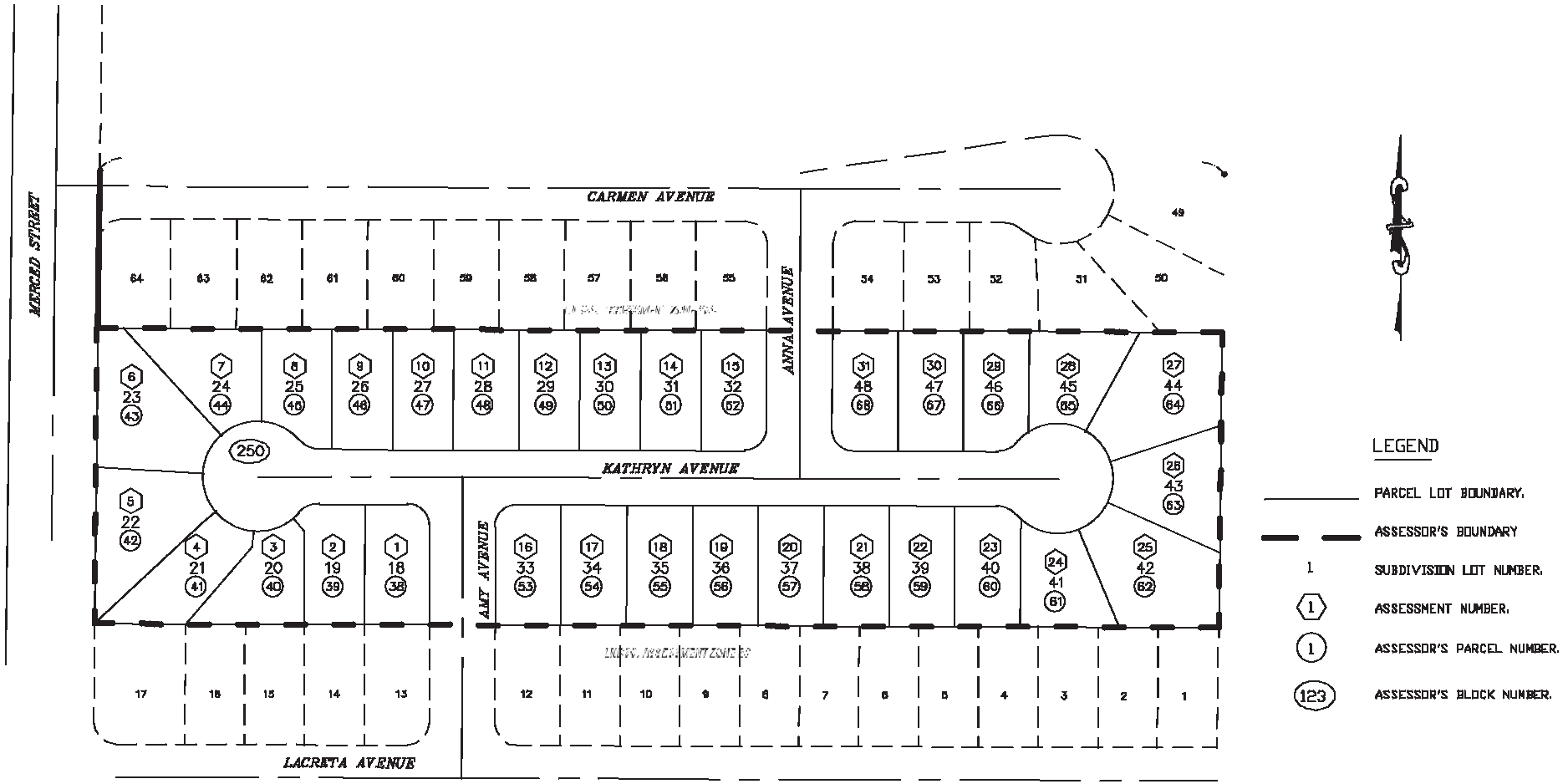
NTS

ASSESSMENT DIAGRAM
INCLUSION OF SUBDIVISION 18-S-01
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

BELLAVA & BERK HOMES
SUBDIVISION 18-S-01

REV. NOVEMBER 2019



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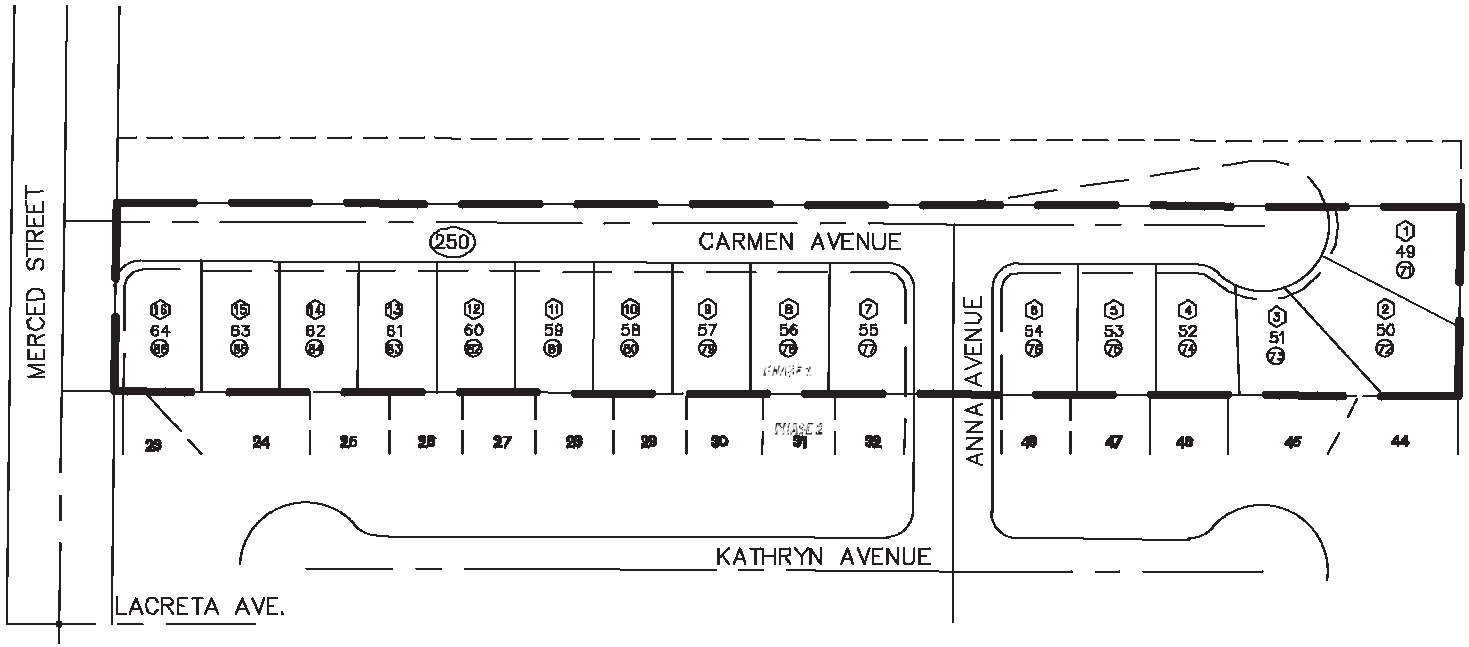
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LA JOLLA
PHASE 2

REV. JULY 2010



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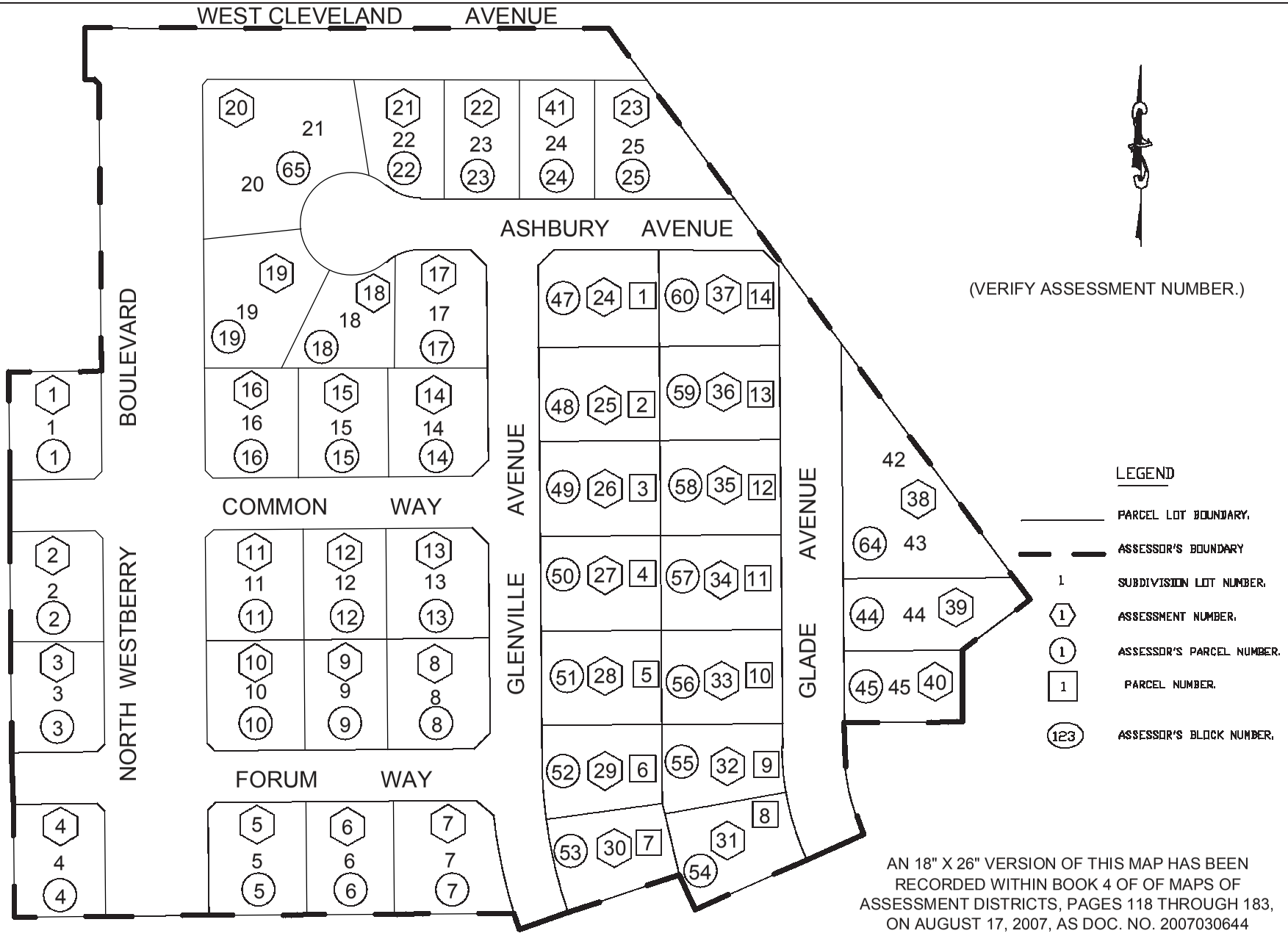
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 20C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA JOLLA
PHASE 3
REV. JULY 2010



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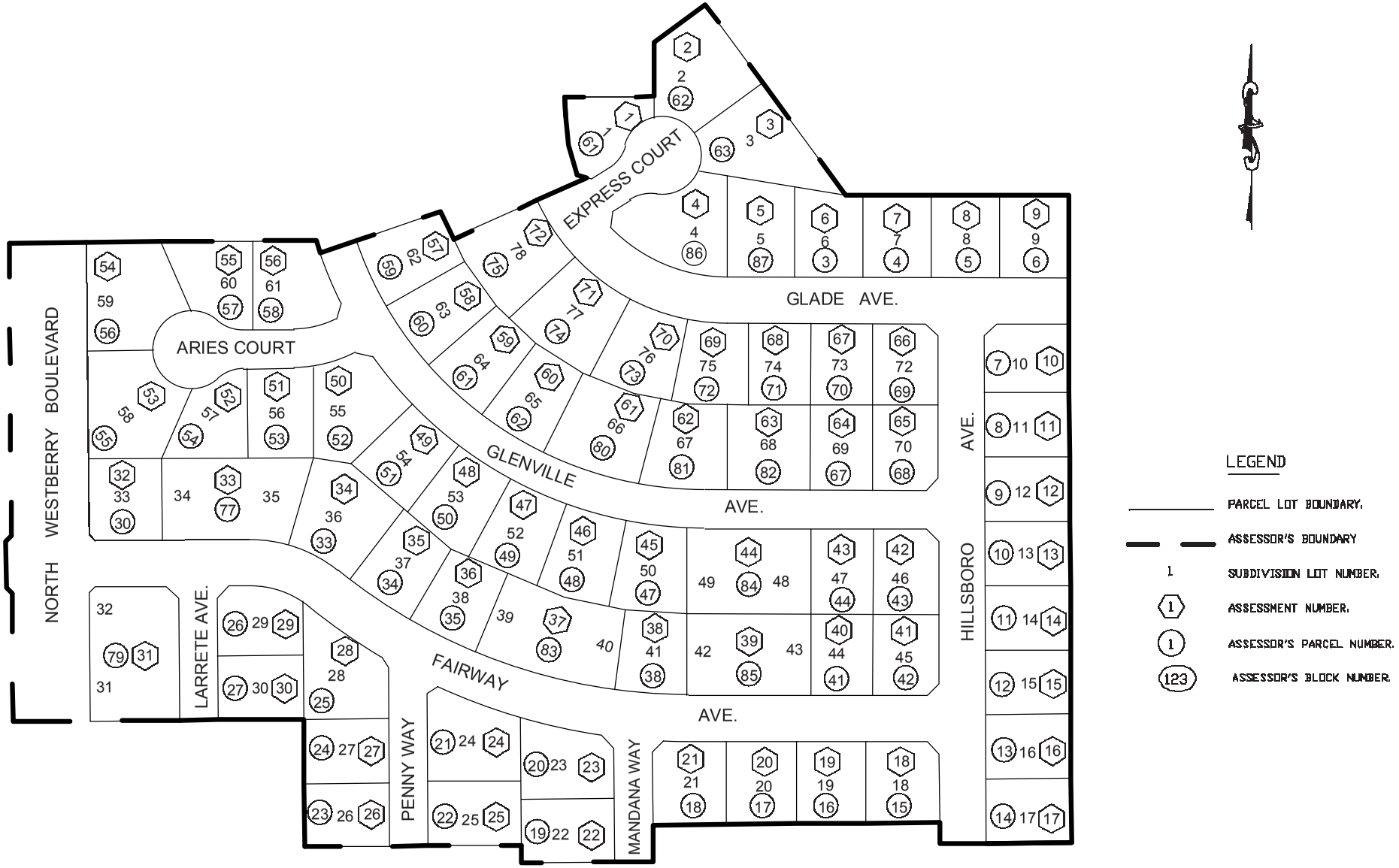
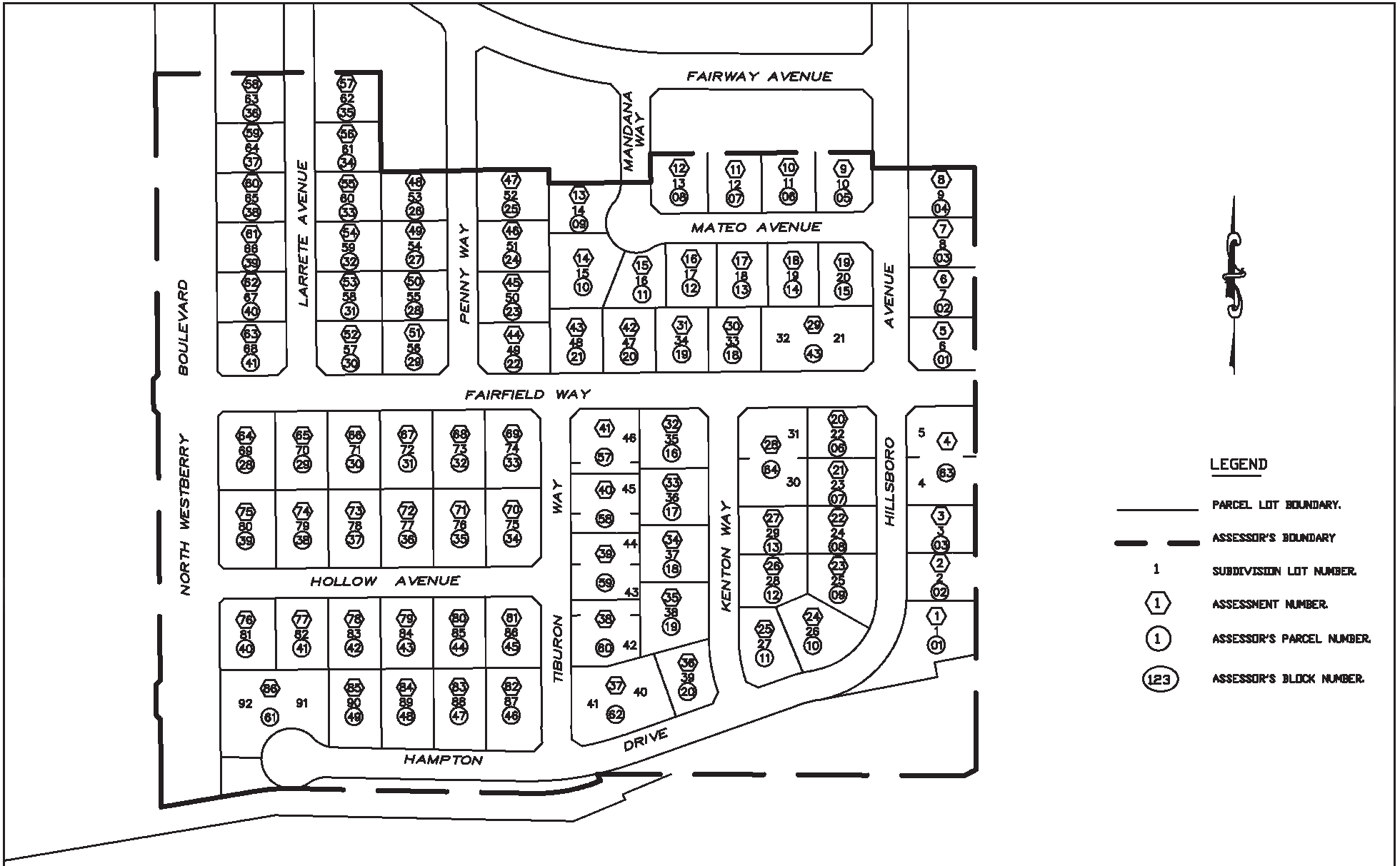
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
Phase I
REV. JULY 2010



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE-21B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

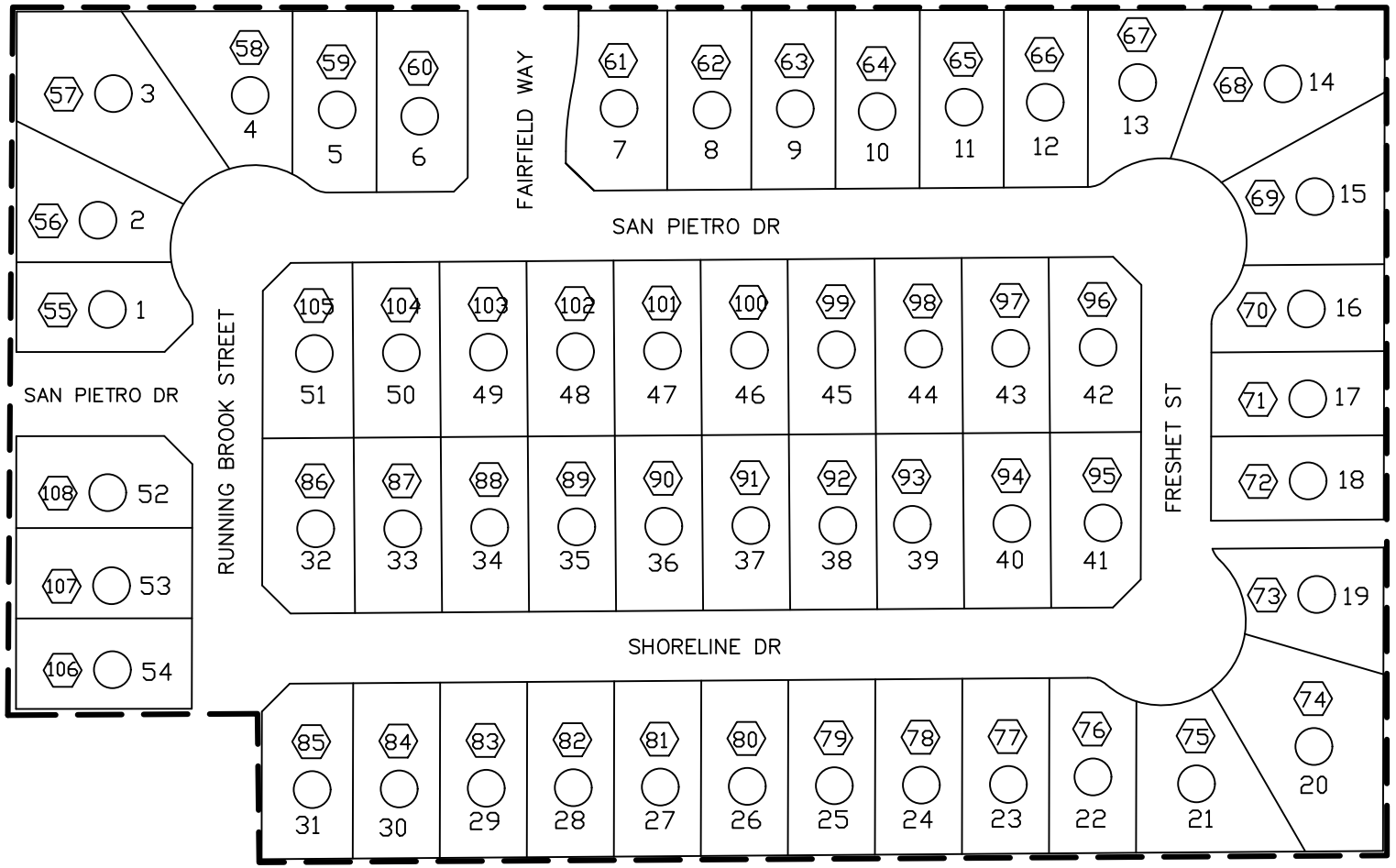
CITY OF MADERA
HOME RANCH
Phase II
REV. APRIL 2015



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
HOME RANCH
PHASE III
REV. JULY 2009

EXHIBIT "B"

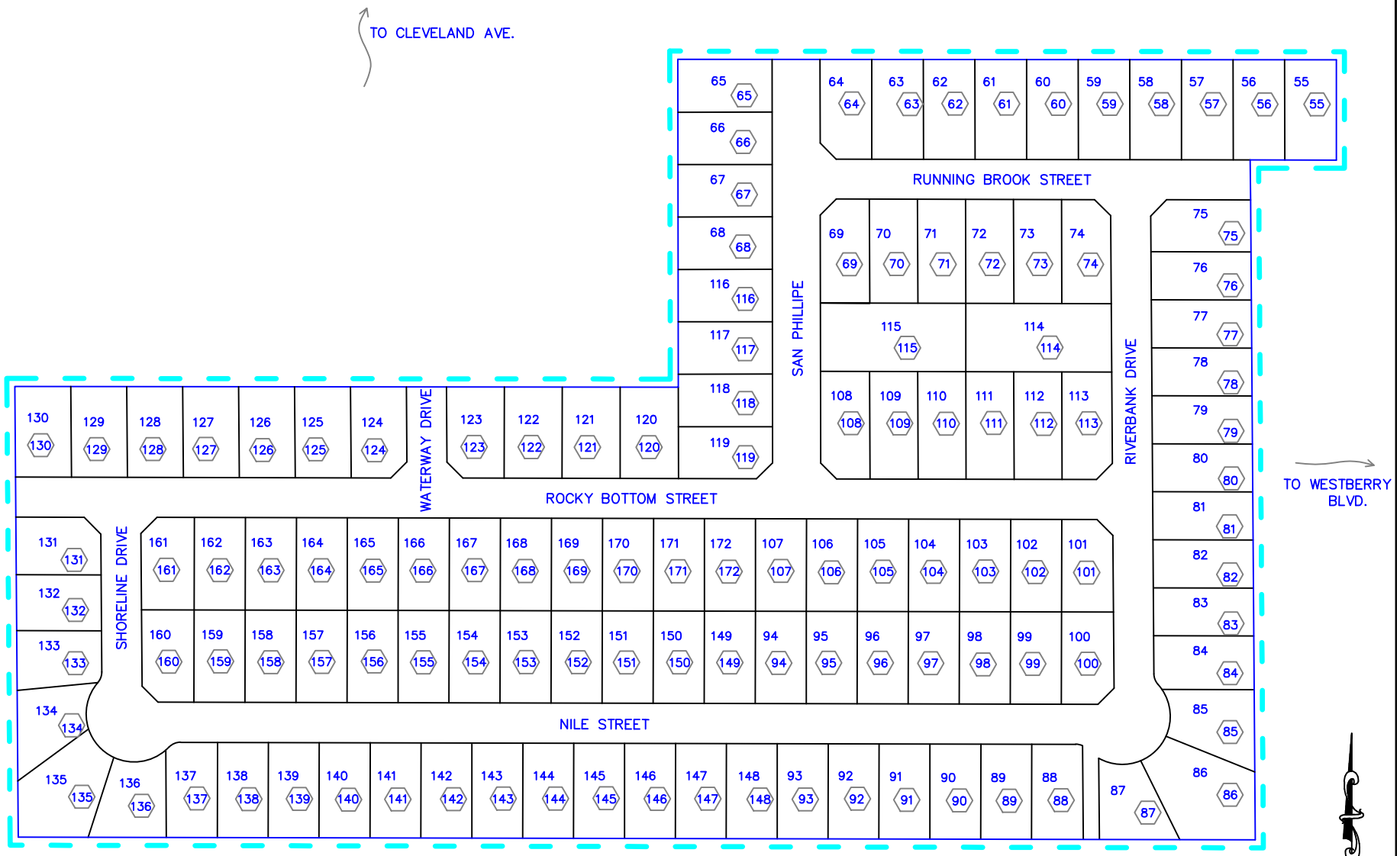


LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡1	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21 D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
MELANIE MEADOWS
PHASE I
REV. NOV 2018



ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

MELANIE MEADOWS II & III
SUBDIVISION 19-S-04

REV. OCTOBER 2019

SEE PAGE 2

PAGE 1 OF 2

LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

NTS

ASSESSMENT DIAGRAM
INCLUSION OF RANCHO SANTA FE - TRACT 19-S-06
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

RANCHO SANTA FE
TRACT 19-S-06

REV. MARCH 2020

SEE PAGE 1

PAGE 2 OF 2

LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

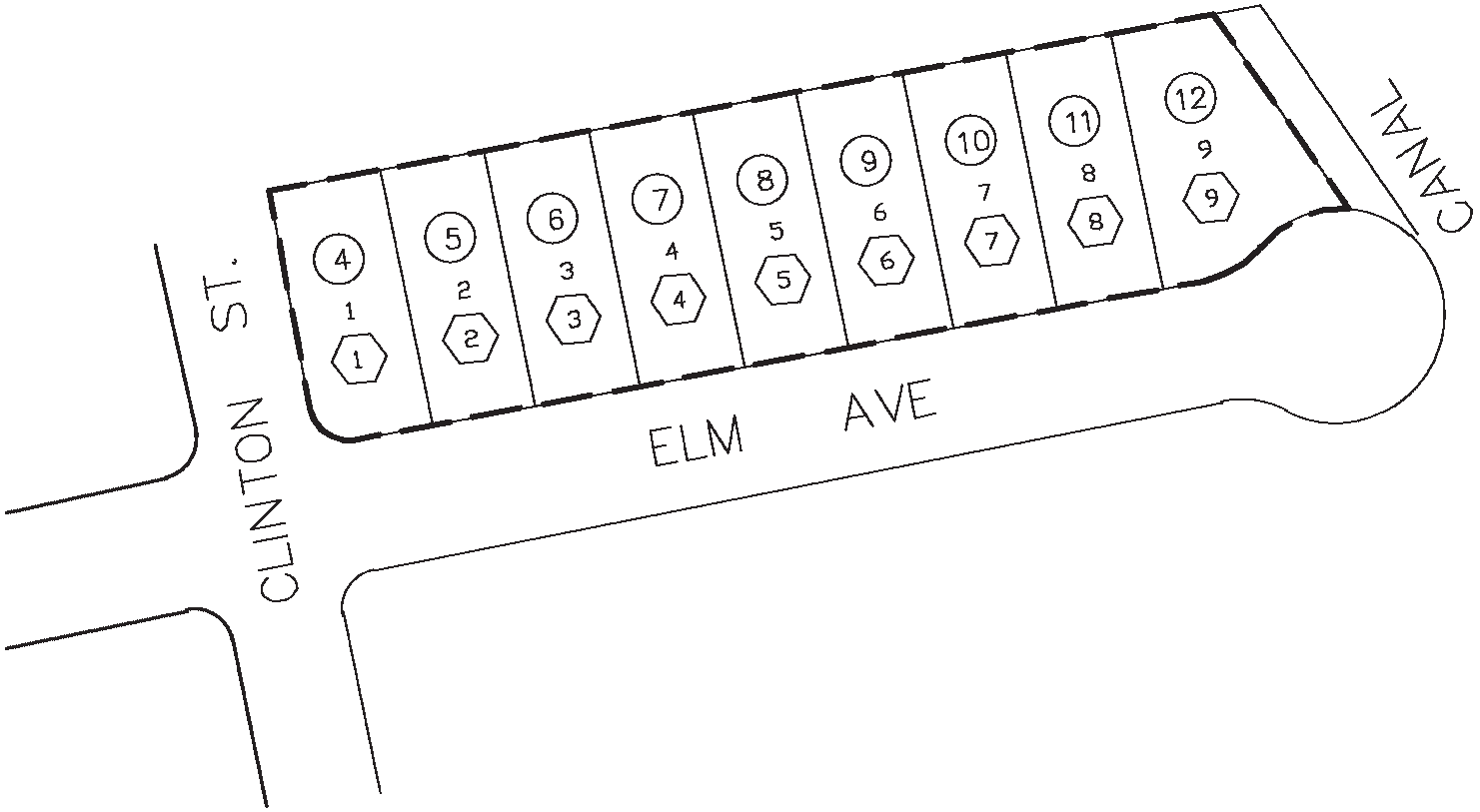
NTS

ASSESSMENT DIAGRAM
INCLUSION OF RANCHO SANTA FE - TRACT 19-S-06
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 21D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

RANCHO SANTA FE
TRACT 19–S–06

REV. MARCH 2020



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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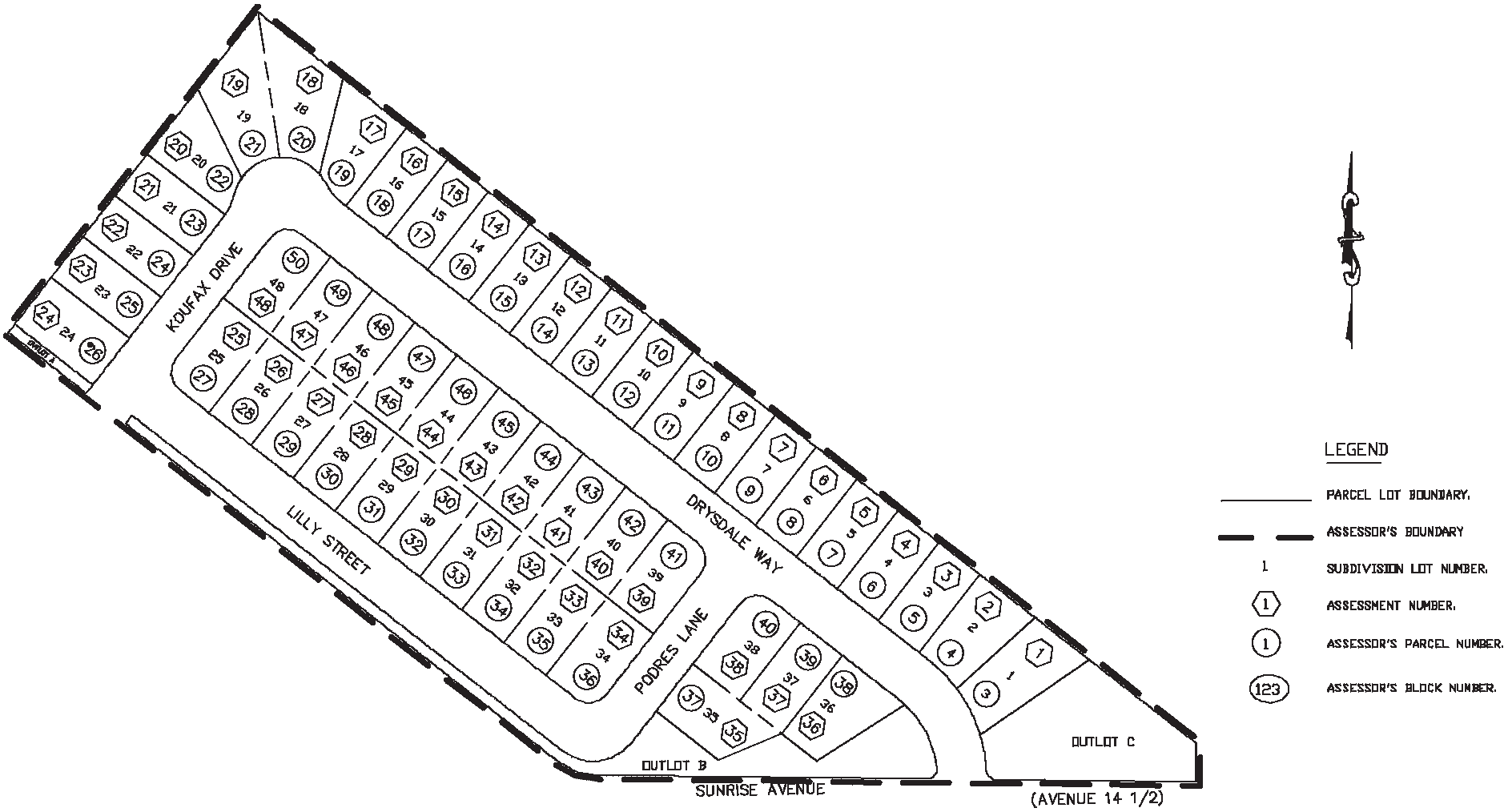
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 23
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ELM ESTATES II SUBDIVISION
REV. JULY 2010



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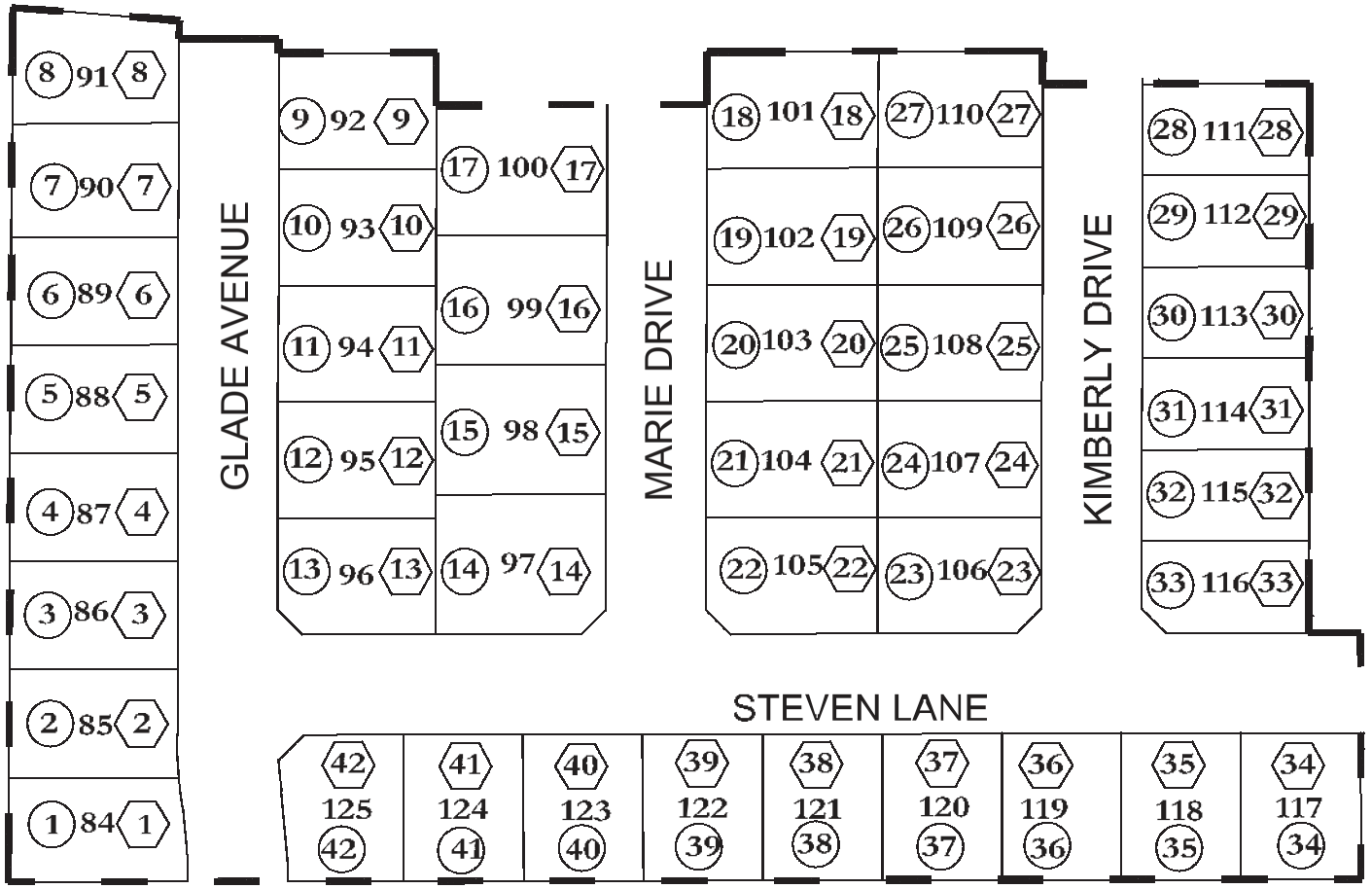
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 24
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VISTA DEL SIERRA SUBDIVISION
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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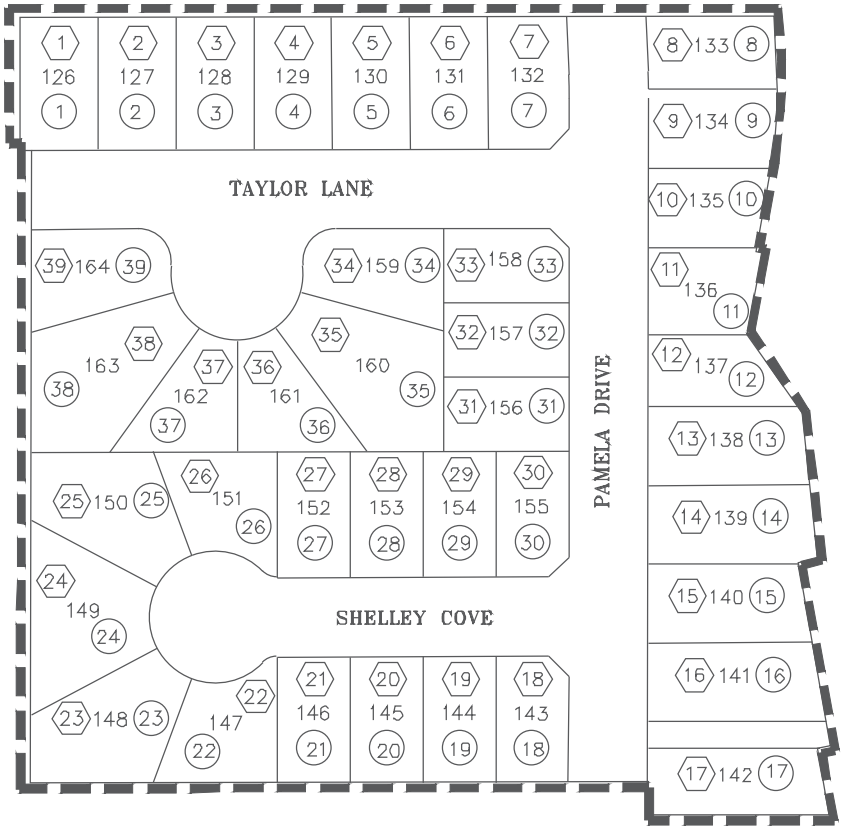
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
COTTONWOOD III
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

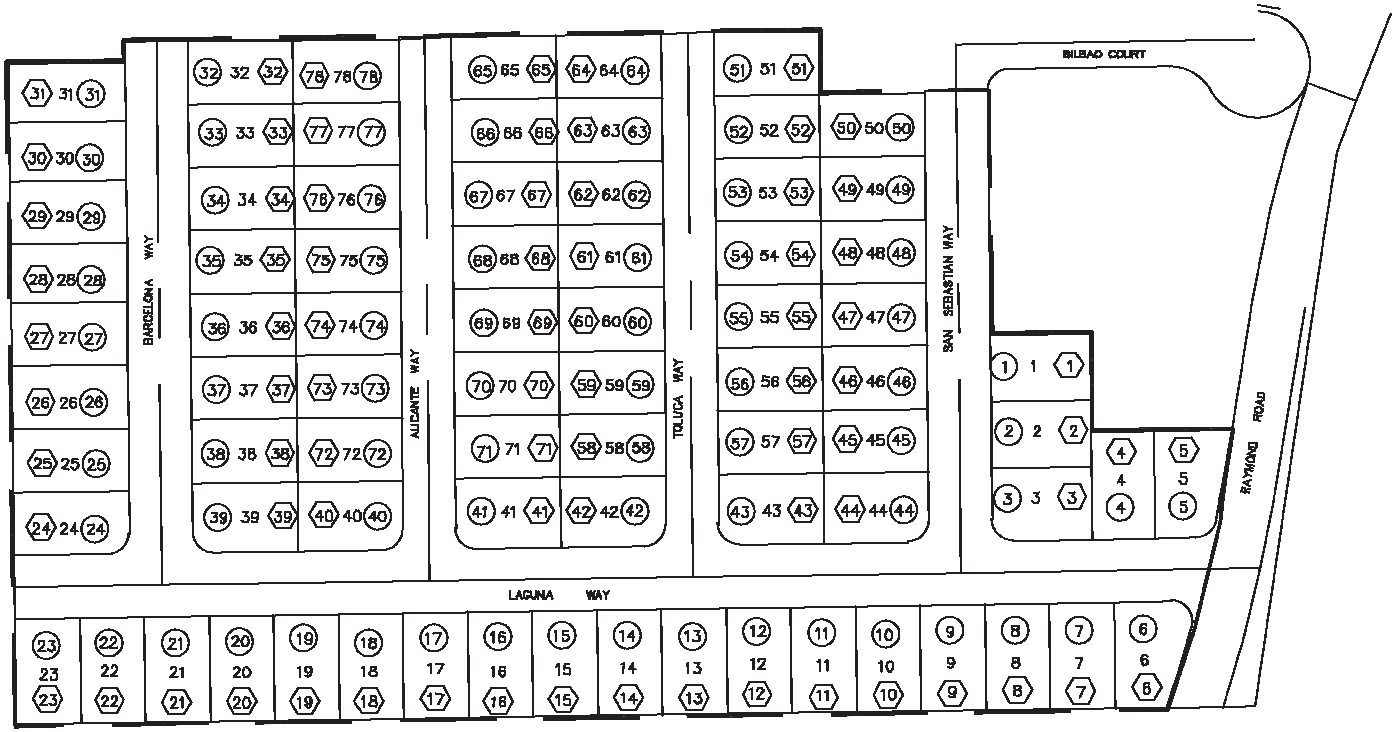
SCALE: NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 25D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

COTTONWOOD ESTATES
PHASE 4

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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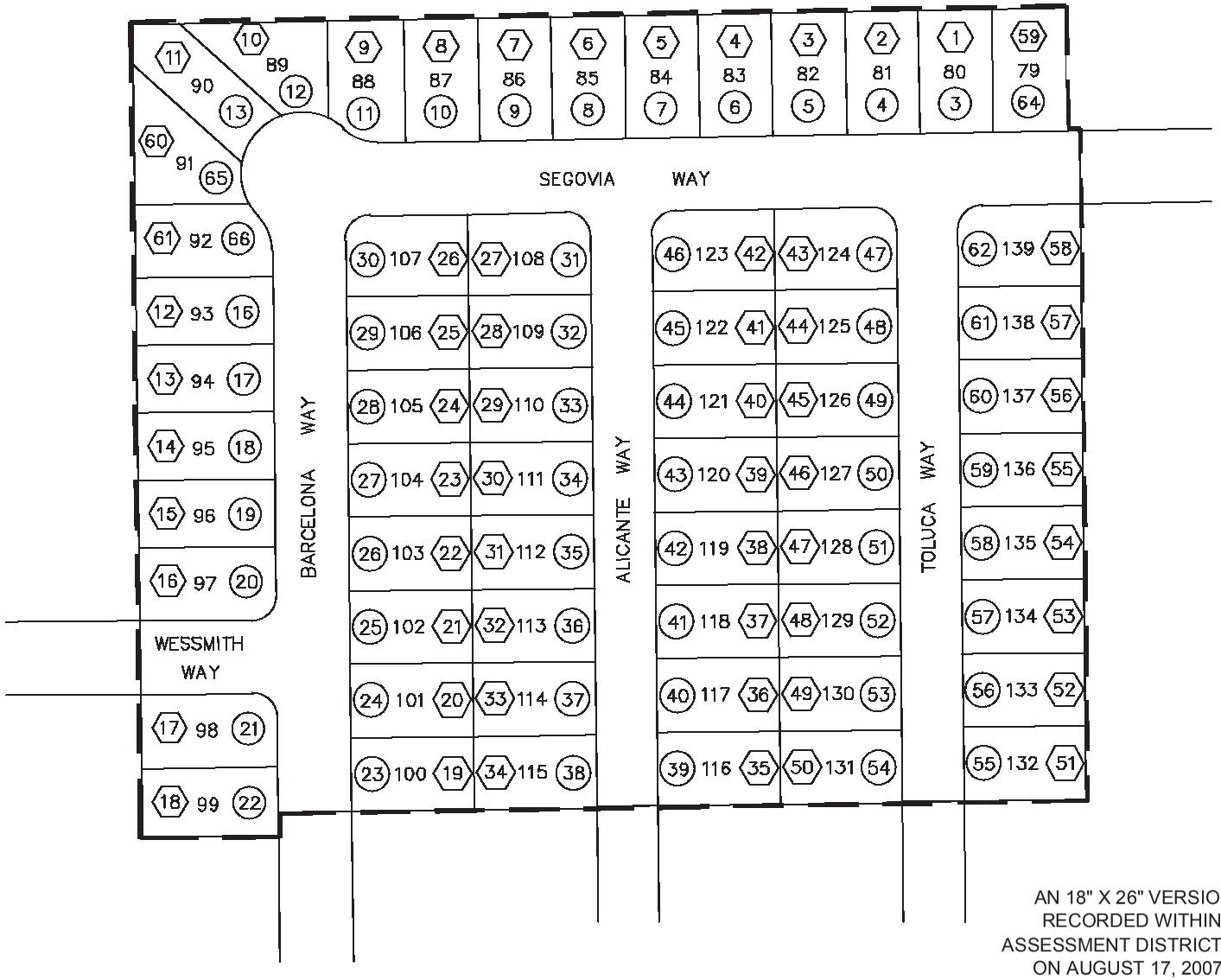
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES
PHASES 1 AND 2
REV. JULY 2010



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ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES PHASE III
REV. JULY 2010

LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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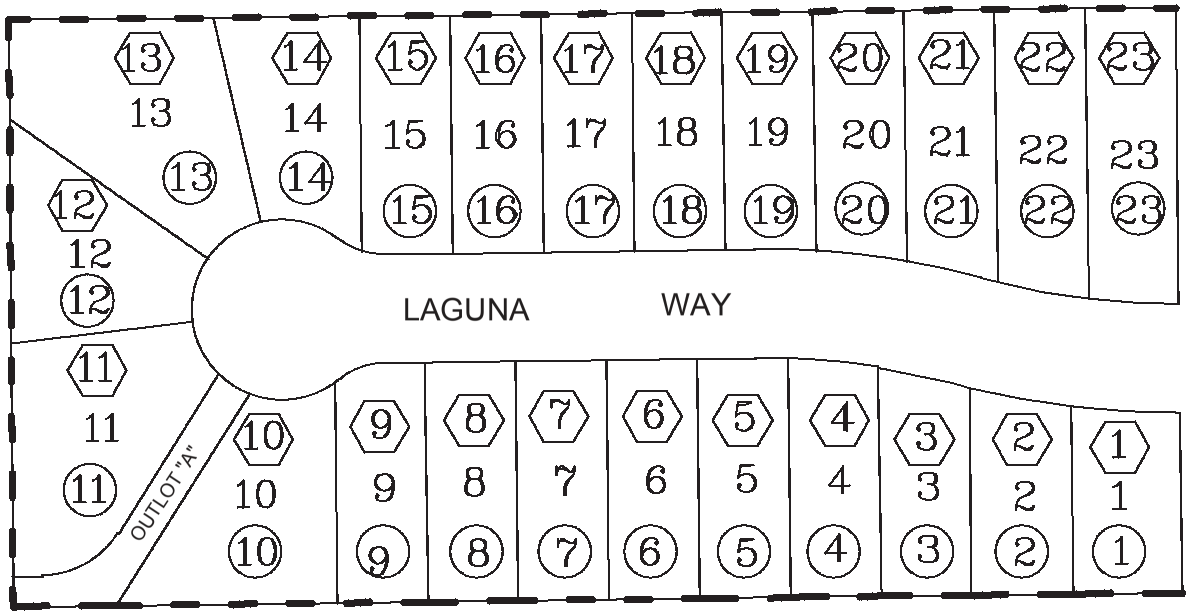
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CORDOVA ESTATES
PHASE IV
REV. JULY 2010



N

LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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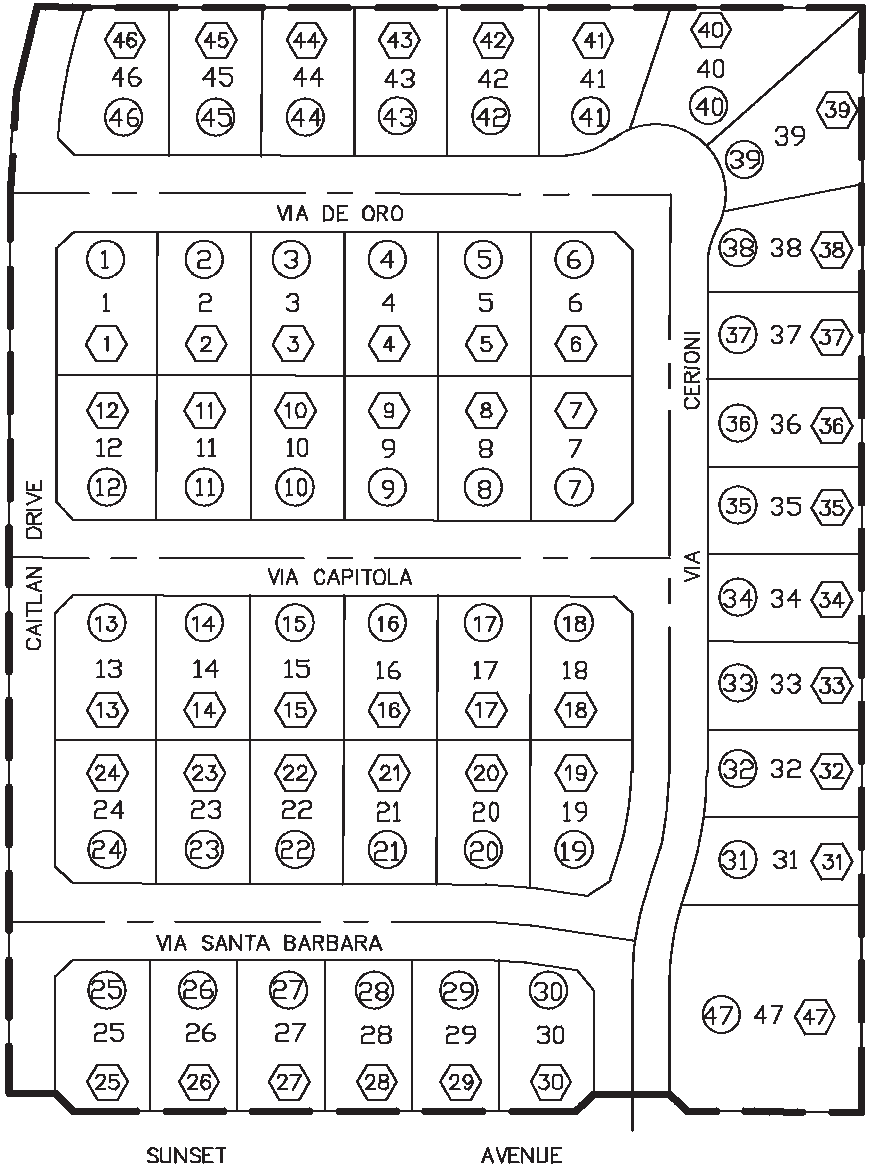
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 26D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OAKWOOD ESTATES
REV. JULY 2010



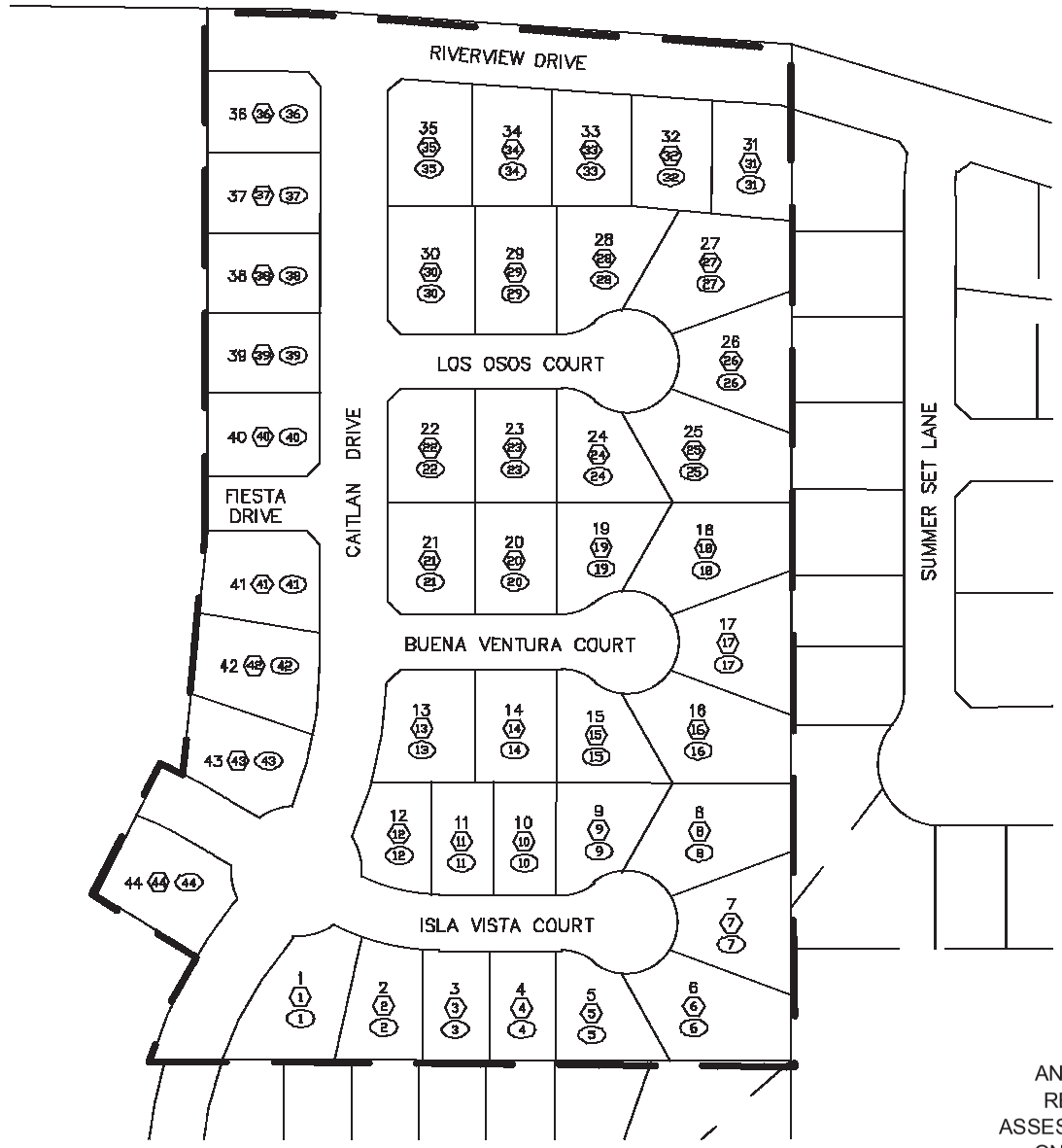
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST I SUBDIVISION
REV. JULY 2010



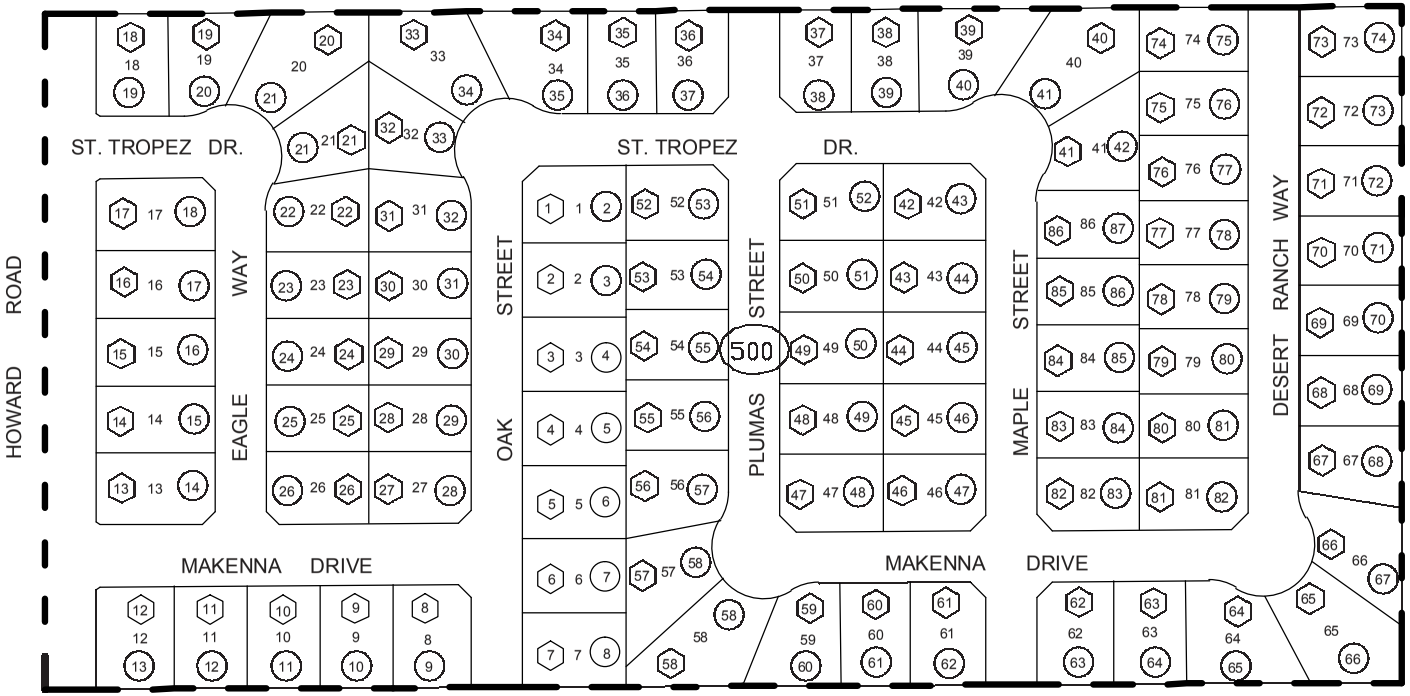
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VINEYARD WEST II SUBDIVISION
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

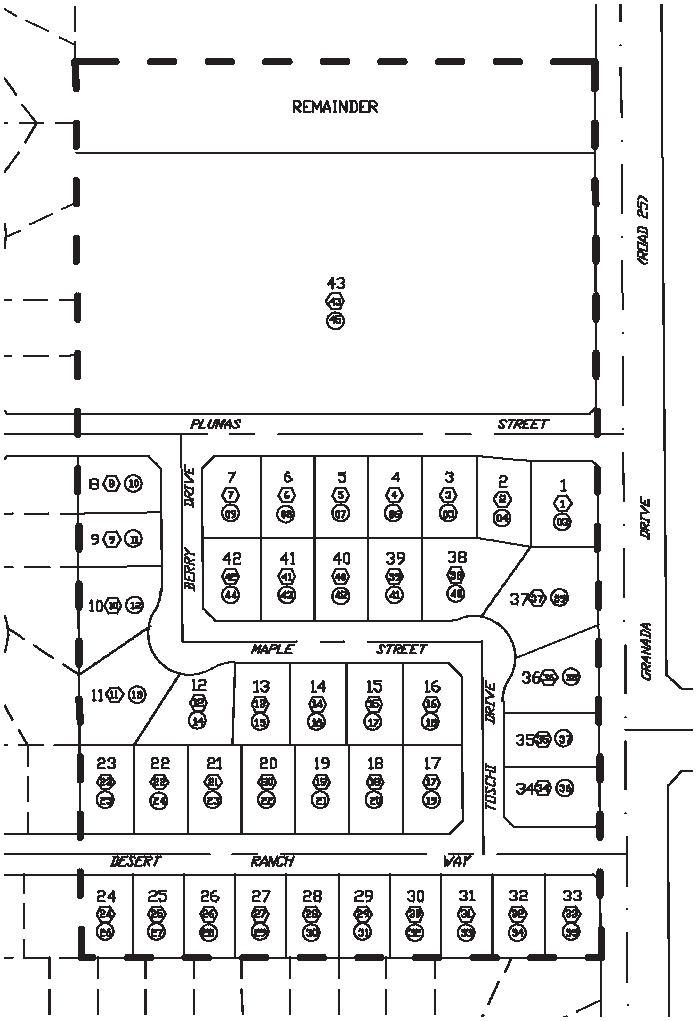
AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAPISTRANO XII

REV. JULY 2010



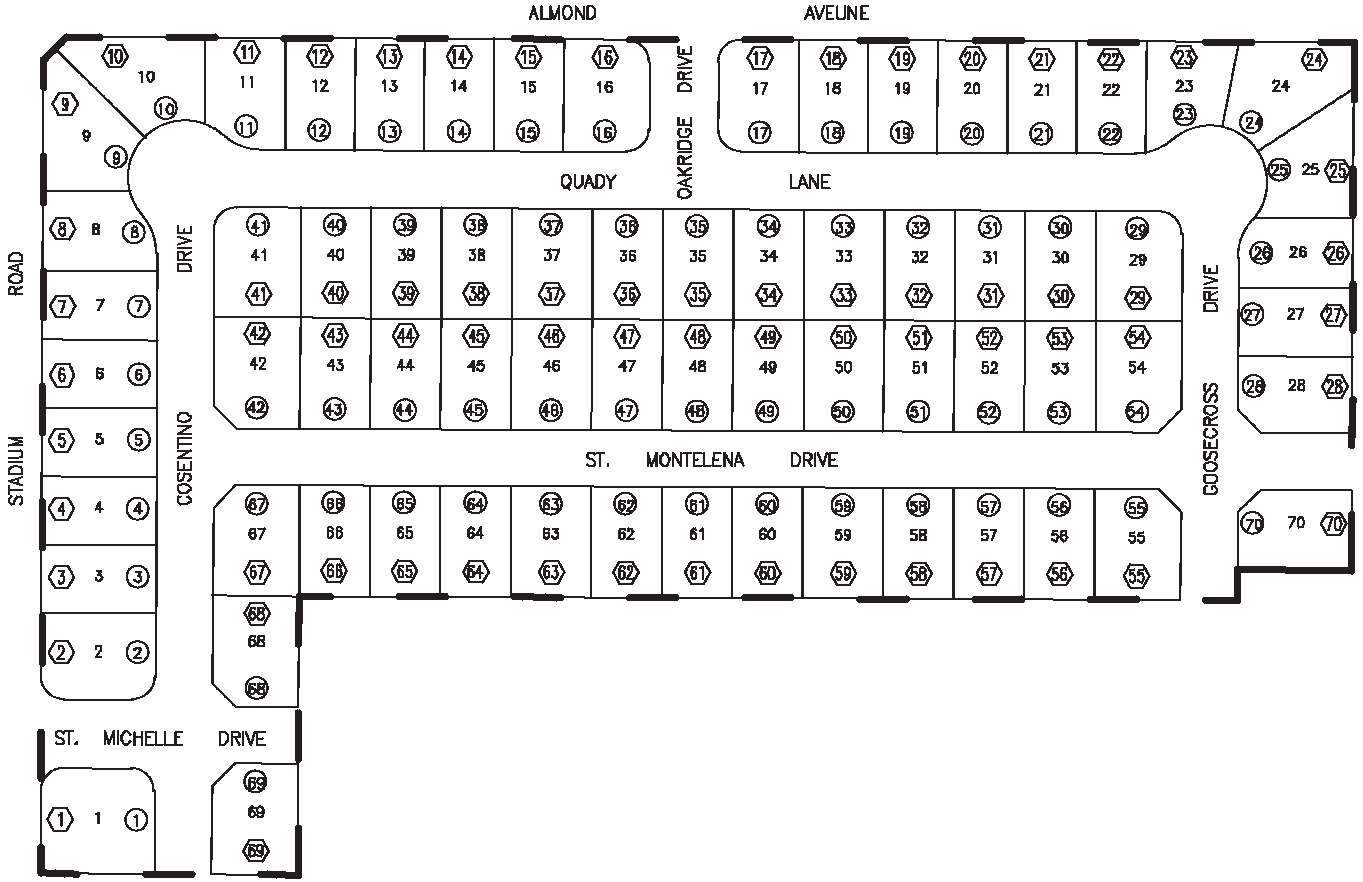
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 28B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CAPISTRANO XIII SUBDIVISION
REV. JULY 2010



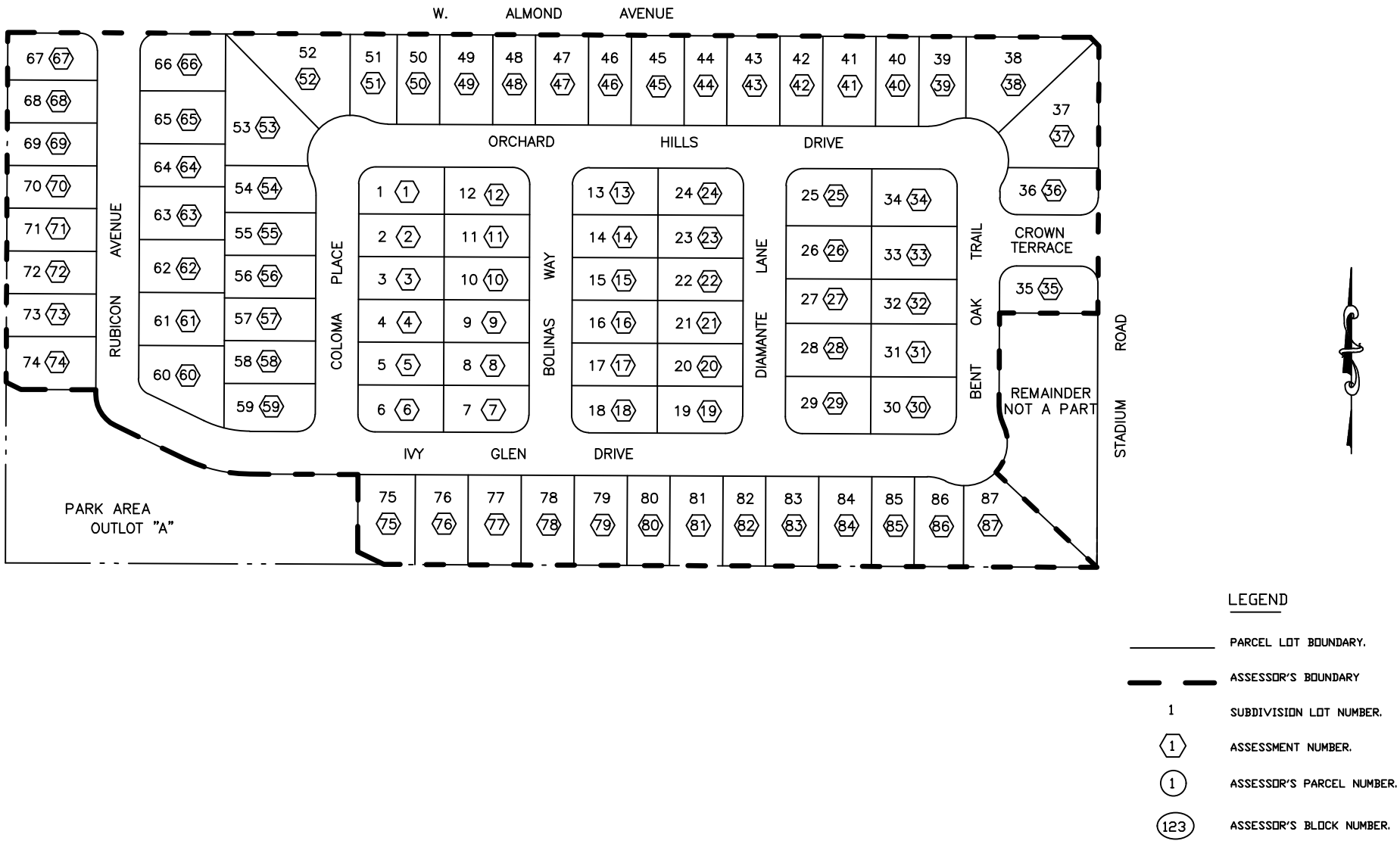
LEGEND

———	PARCEL LOT BOUNDARY.
– – –	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡1	ASSESSMENT NUMBER.
①1	ASSESSOR'S PARCEL NUMBER.
⬭123	ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE I
REV. JULY 2010

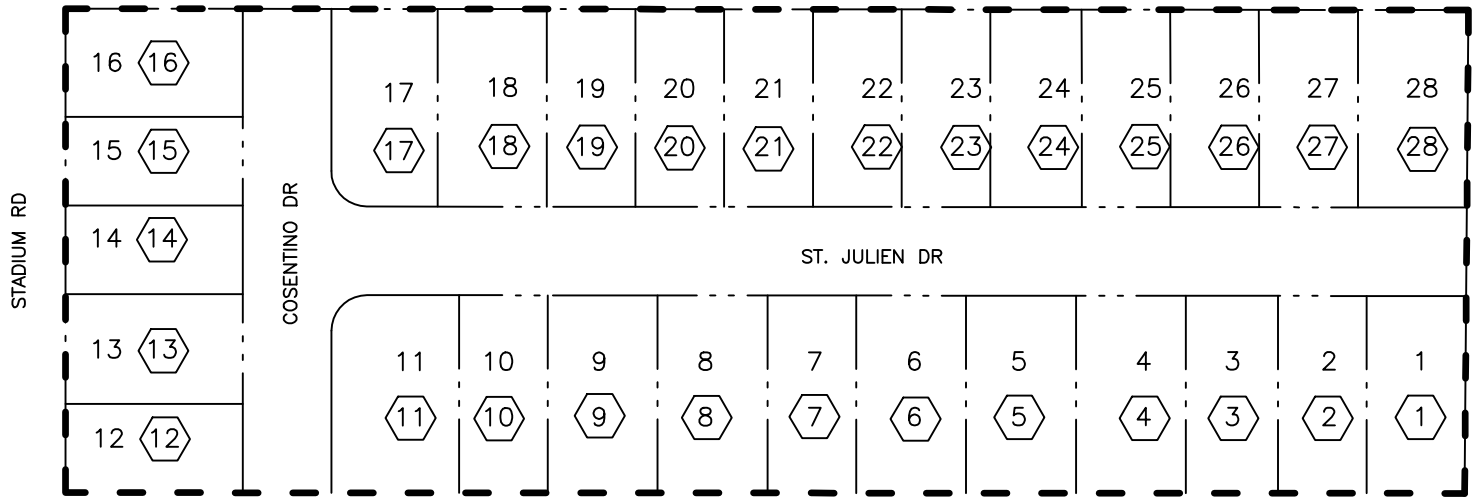


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA SPEZIA II SUBDIVISION
REV. OCT. 2020



LEGEND

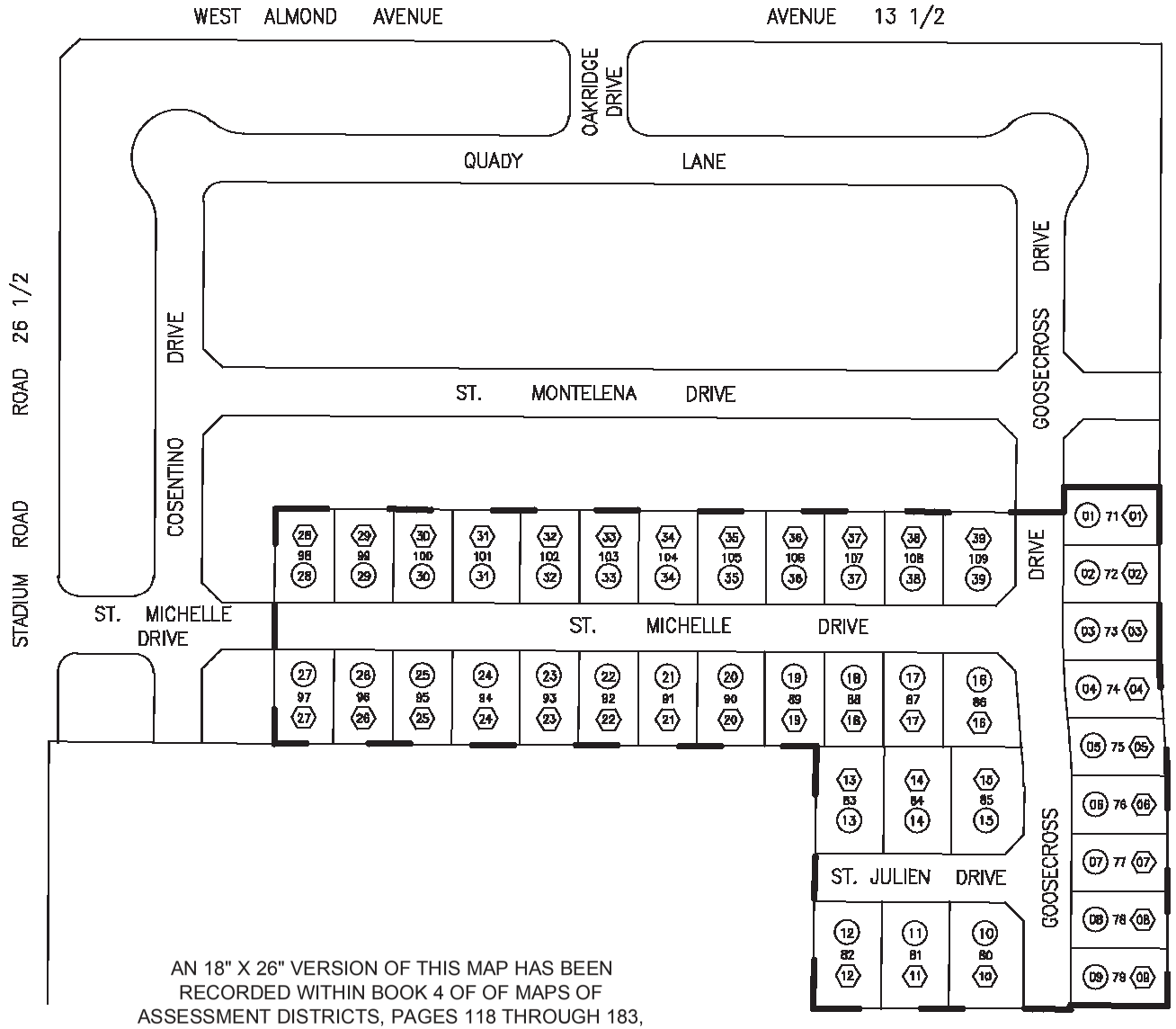
———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
⬡1	ASSESSMENT NUMBER.
(1)	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LA SPEZIA III SUBDIVISION

REV. OCT. 2020

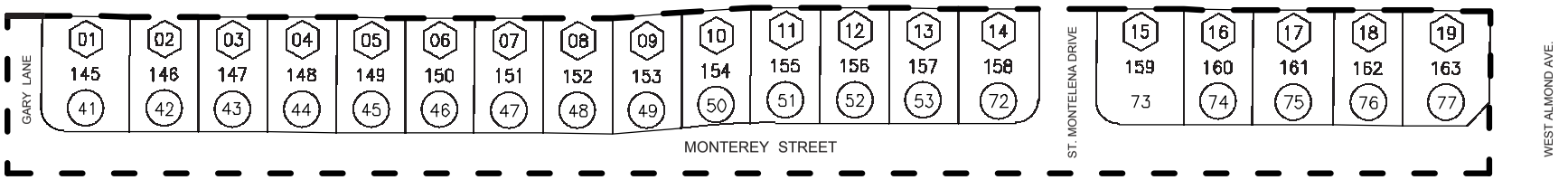


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS II
REV. JULY 2010



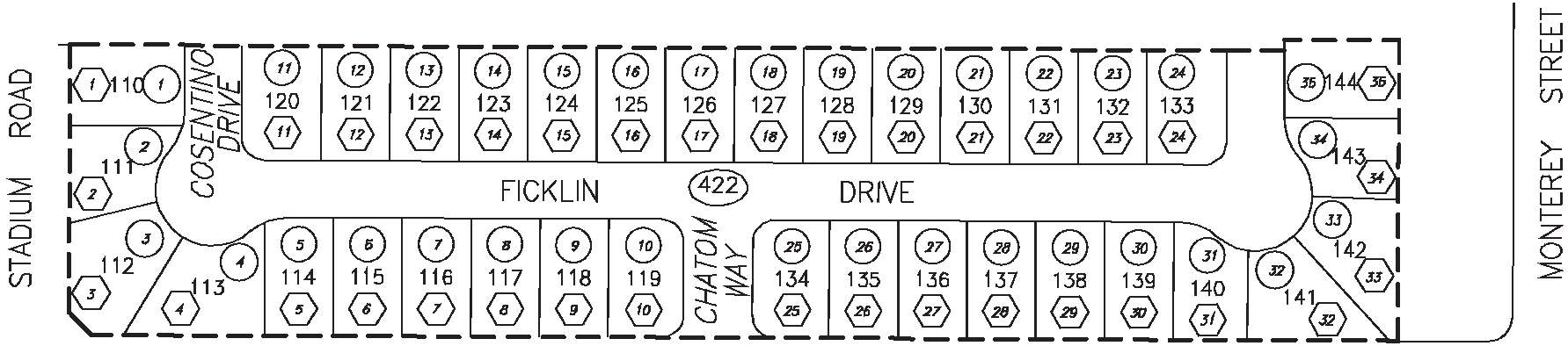
LEGEND

———	PARCEL LOT BOUNDARY.
— — —	ASSESSOR'S BOUNDARY
1	SUBDIVISION LOT NUMBER.
(1)	ASSESSMENT NUMBER.
1	ASSESSOR'S PARCEL NUMBER.
(123)	ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS PHASE III
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
①1	ASSESSOR'S PARCEL NUMBER
⬭###	ASSESSOR'S BLOCK NUMBER

SCALE: NTS

ASSESSMENT DIAGRAM

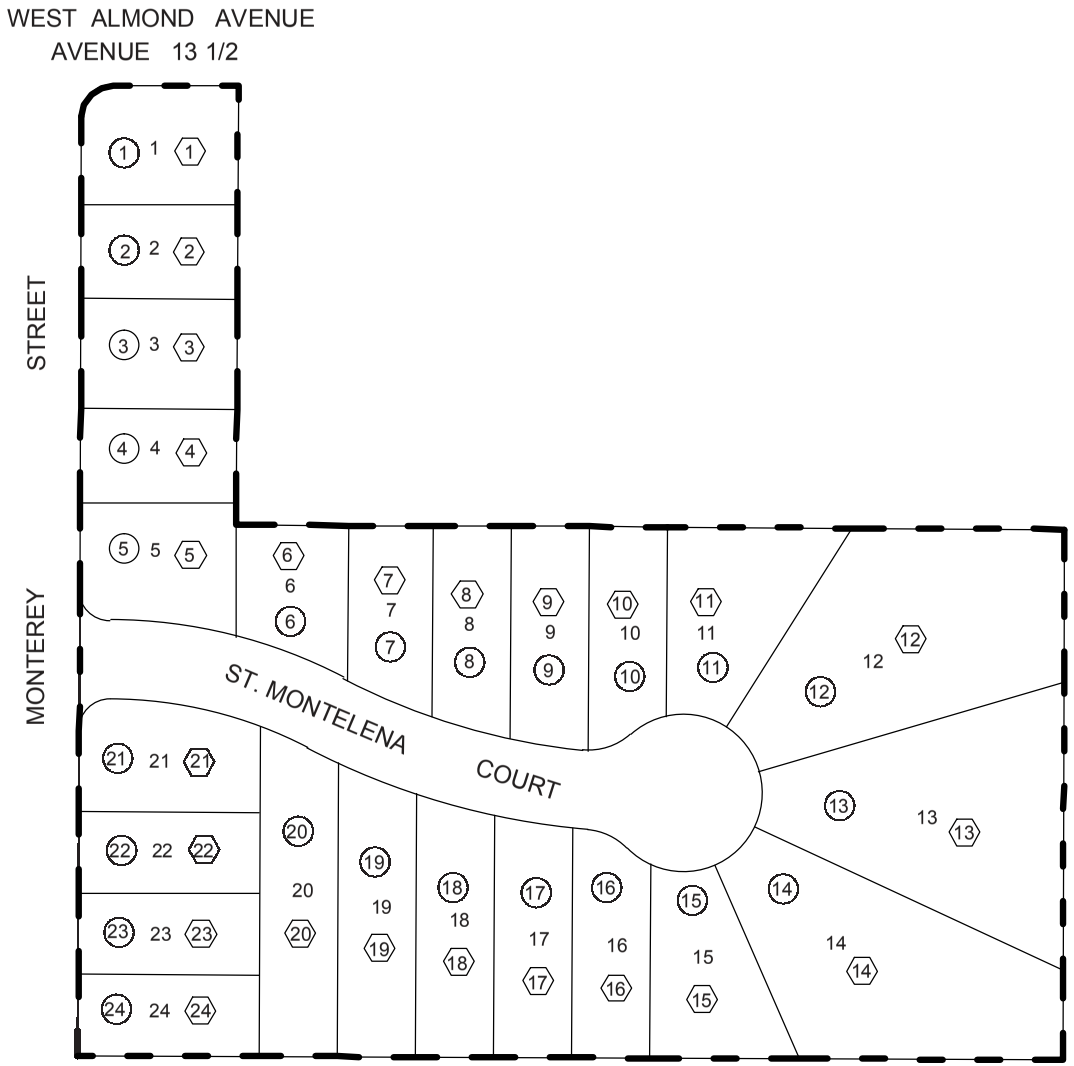
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29D

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CHATEAU AT THE VINEYARDS PHASE IV

REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

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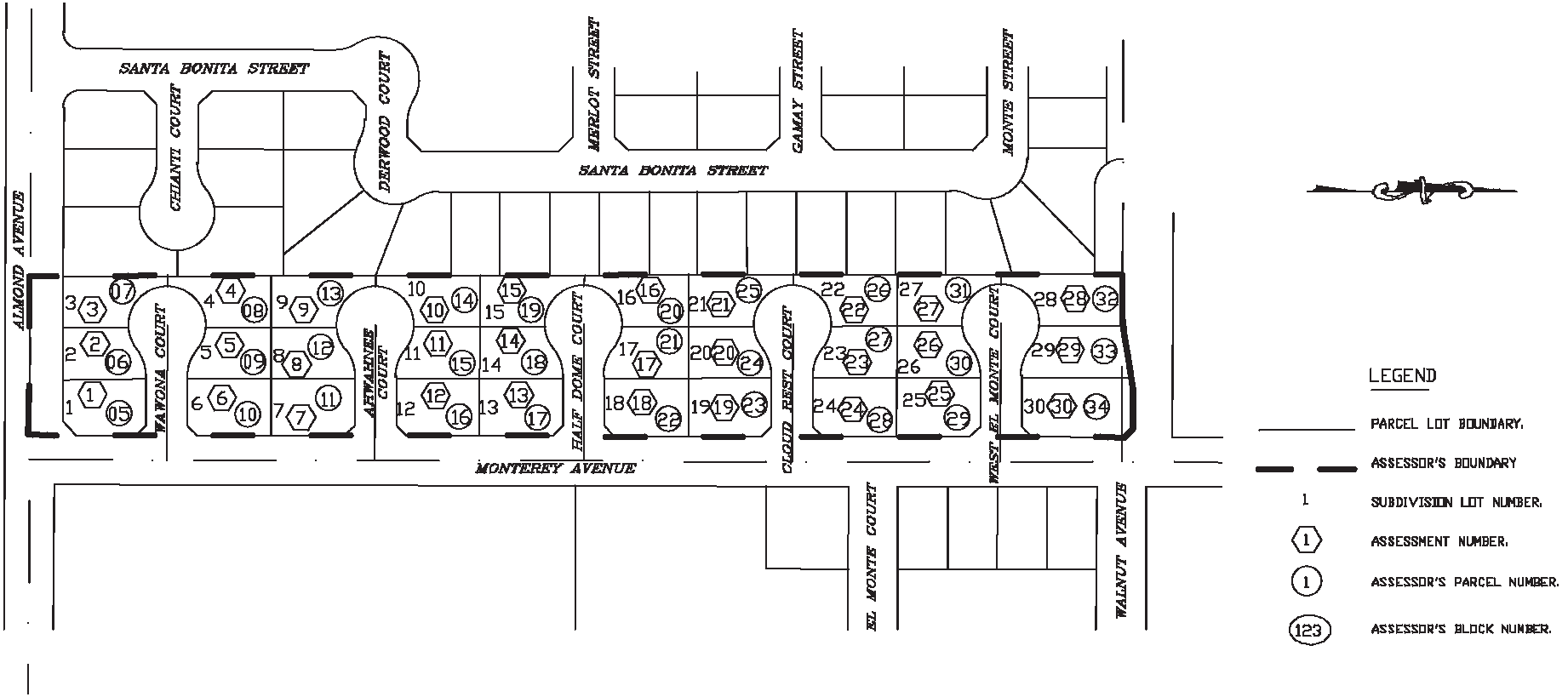
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 29E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CHATEAU AT THE VINEYARDS EAST
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 30
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
YOSEMITE ESTATES SUBDIVISION
REV. JULY 2010

LEGEND

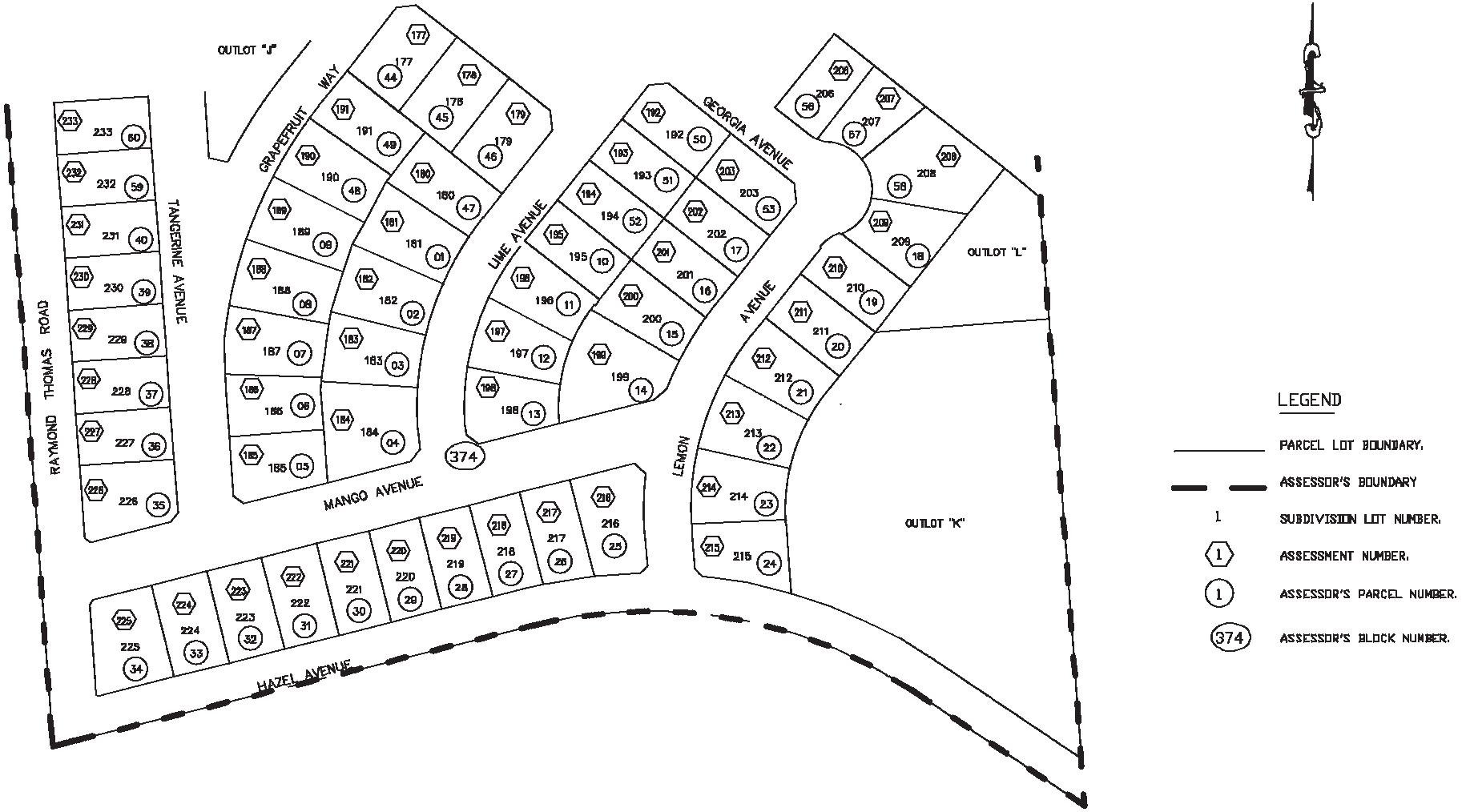
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
THE HIGHLANDS AT RANCHO VALENCIA PHASE I
REV. JULY 2010

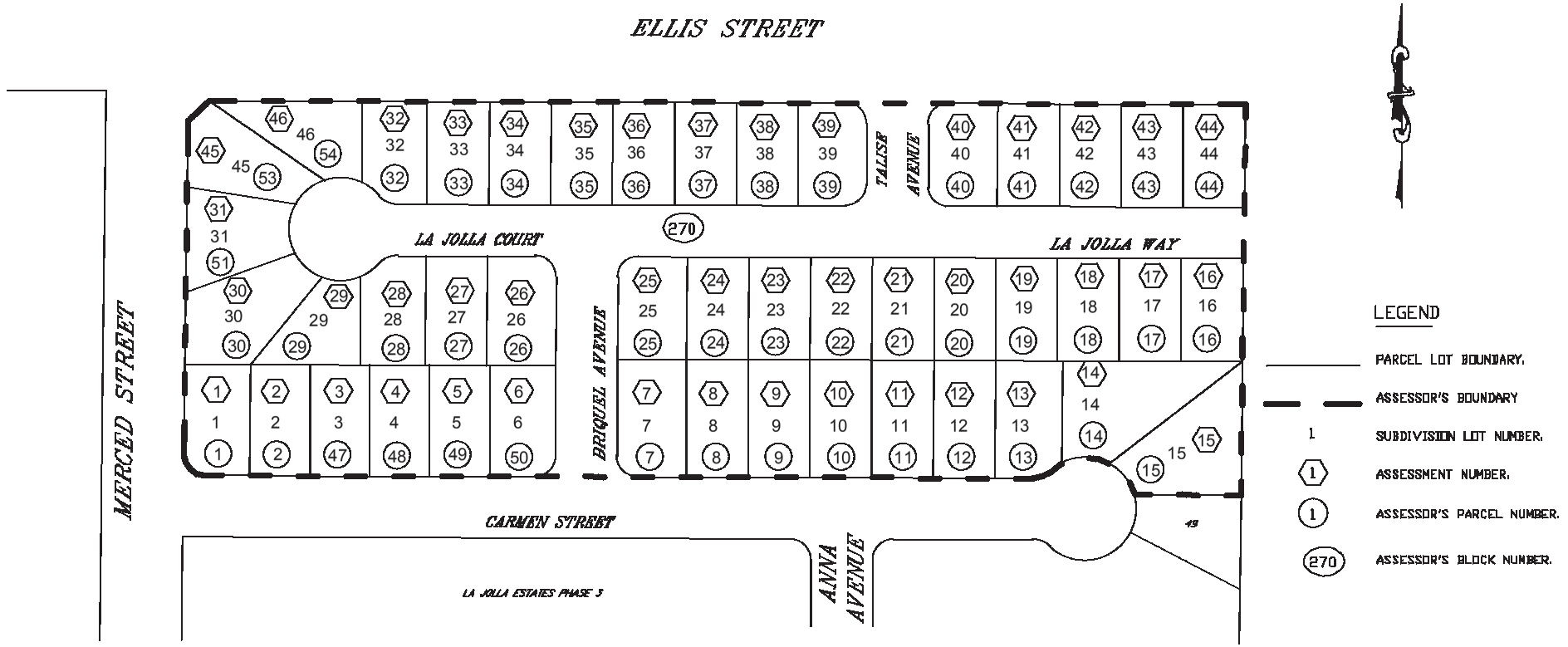
SEE PAGE 3



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 31B (PAGE 4 of 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

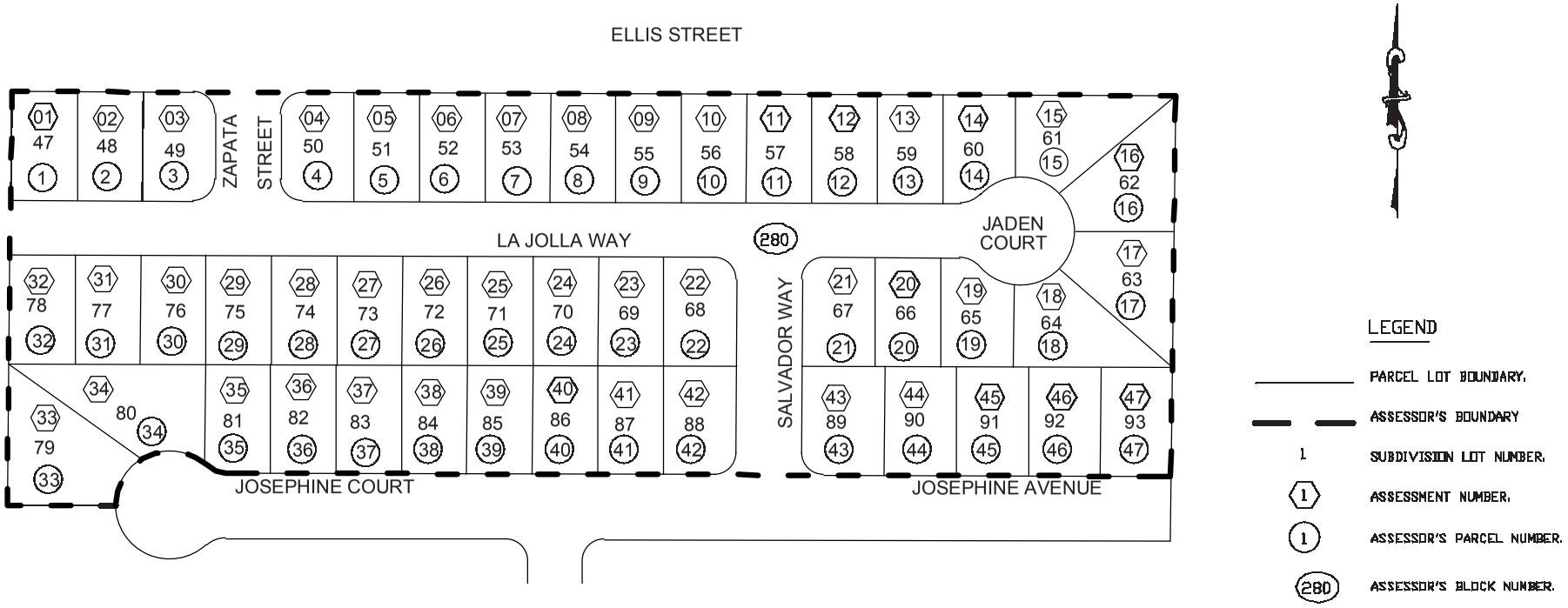
CITY OF MADERA
HIGHLANDS AT RANCHO VALENCIA PHASE II
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN
RECORDED WITHIN BOOK 4 OF OF MAPS OF
ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183,
ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32 A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE I
REV. JULY 2010



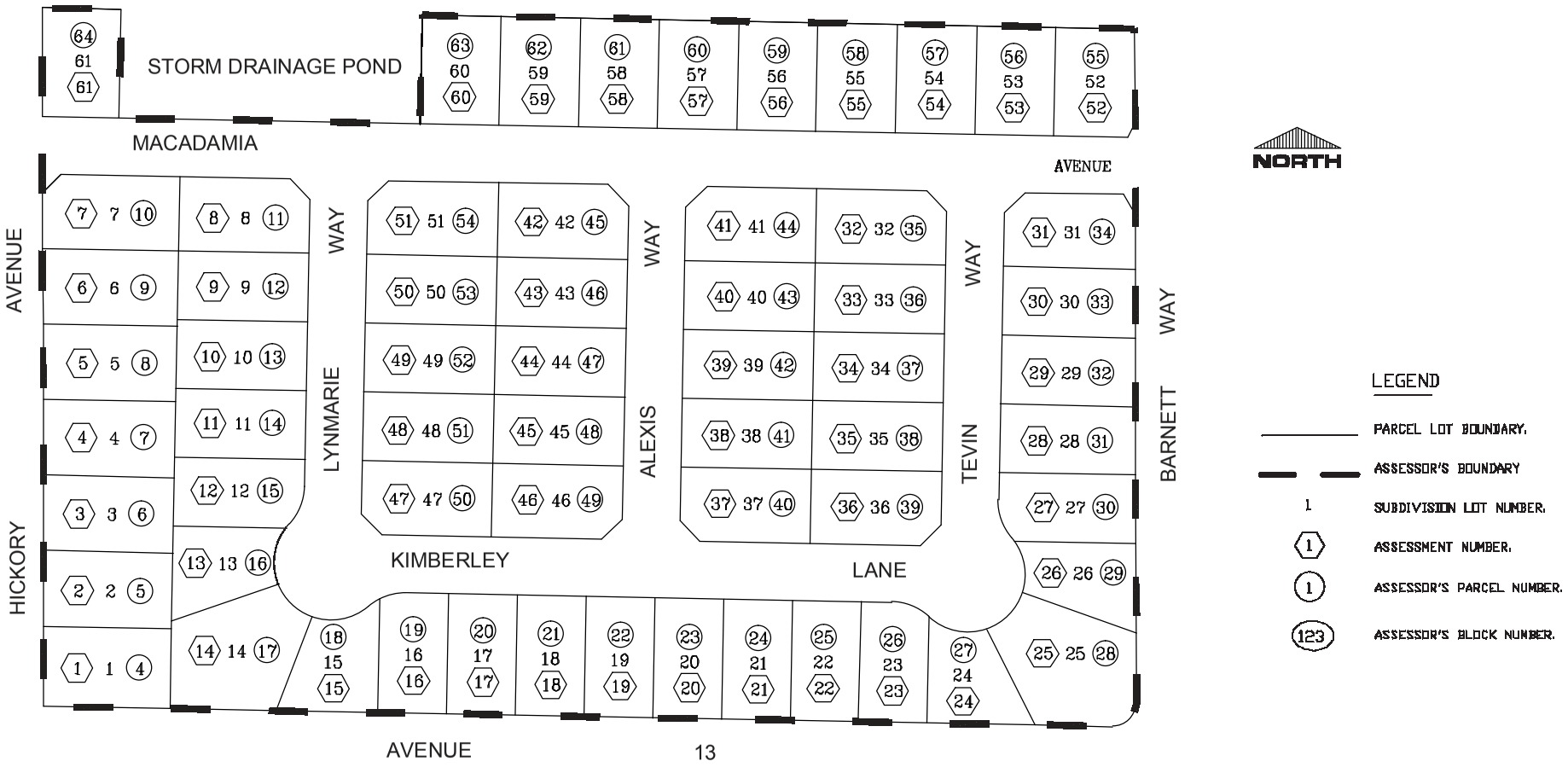
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (280) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 32B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

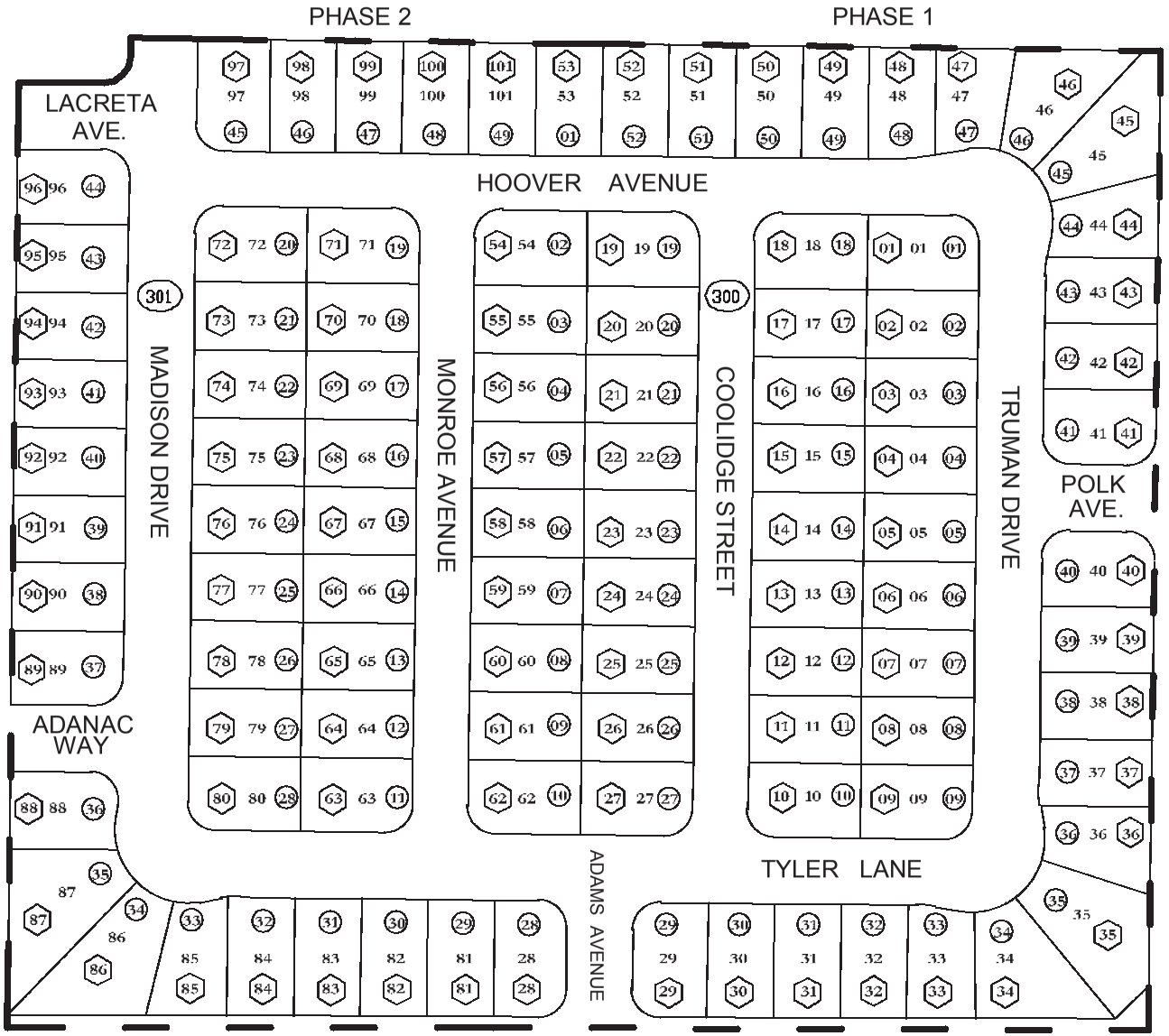
CITY OF MADERA
LA JOLLA ESTATES NORTH PHASE II
REV. JULY 2010



AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 33
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SOUTH STAR ESTATES
REV. JULY 2010



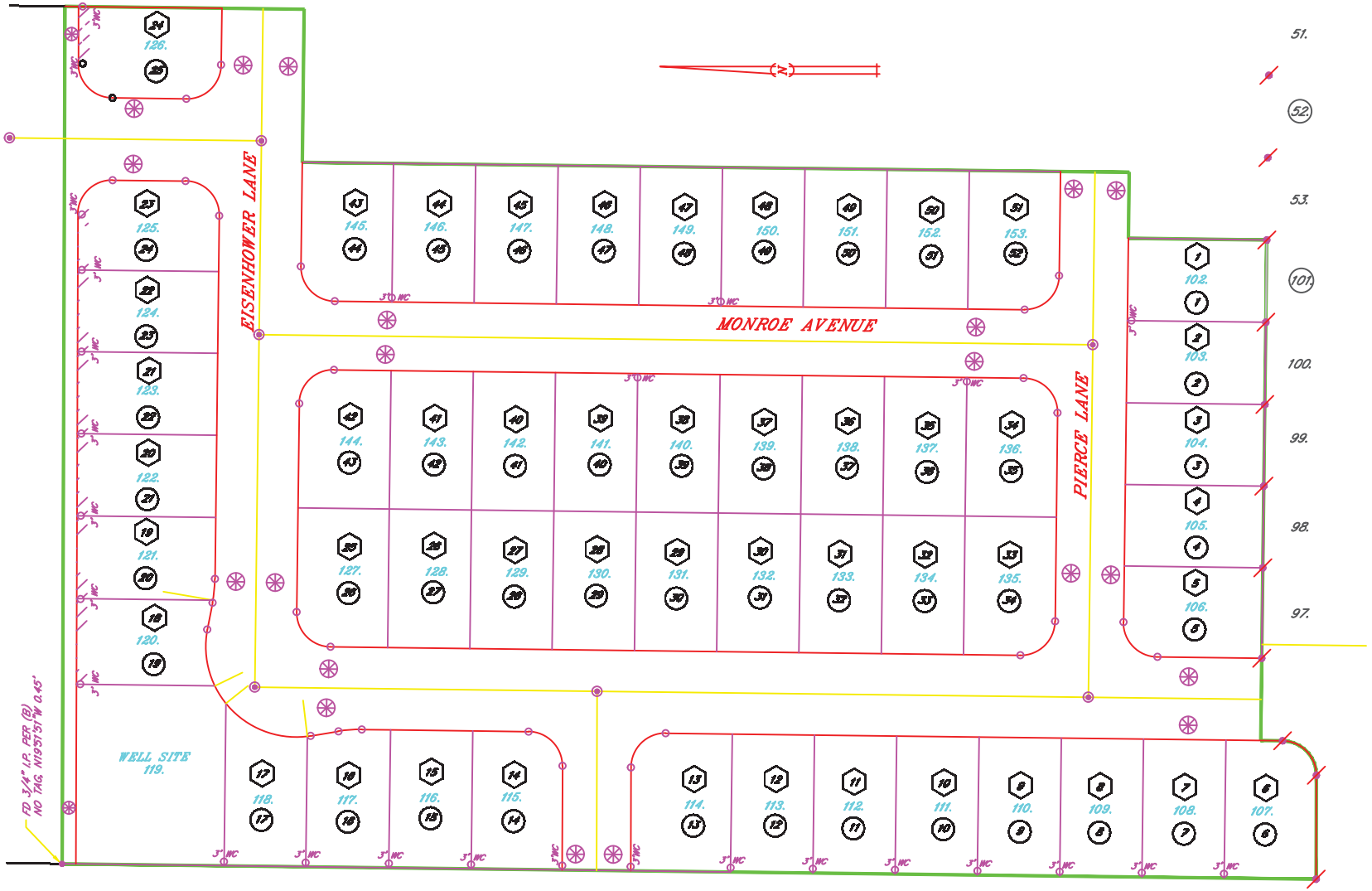
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 301 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
KENNEDY ESTATES PHASE I & II
REV. JULY 2010



LEGEND

———	PARCEL LOT BOUNDARY
———	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
(1)	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(##)	ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM

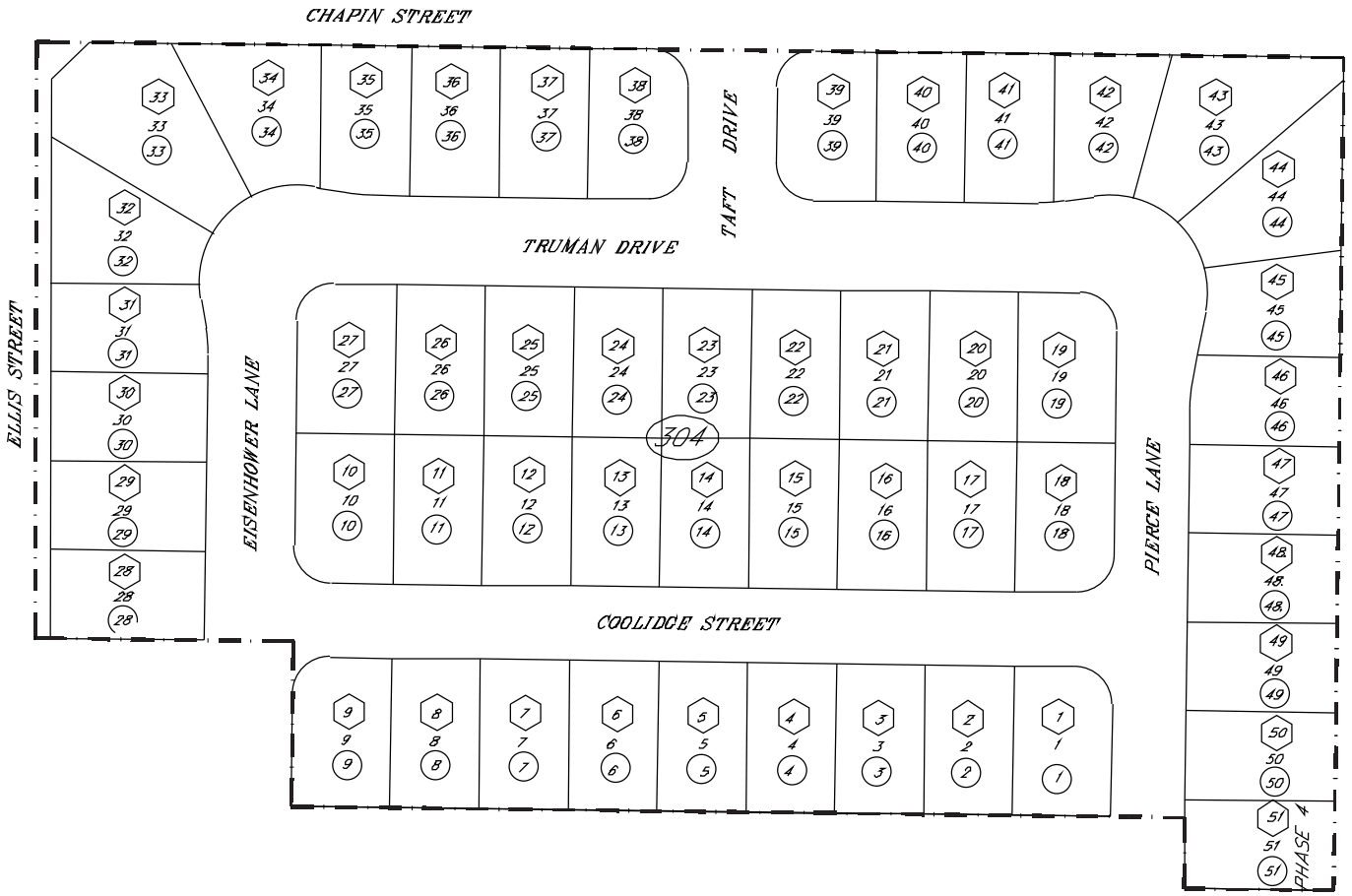
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34B

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

KENNEDY ESTATES PHASE 3

REV. JULY 2010



LEGEND

— — — —	PARCEL LOT BOUNDARY
- - - - -	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
(1)	ASSESSOR'S PARCEL NUMBER
(101)	ASSESSOR'S BLOCK NUMBER

SCALE: 1" = 100'

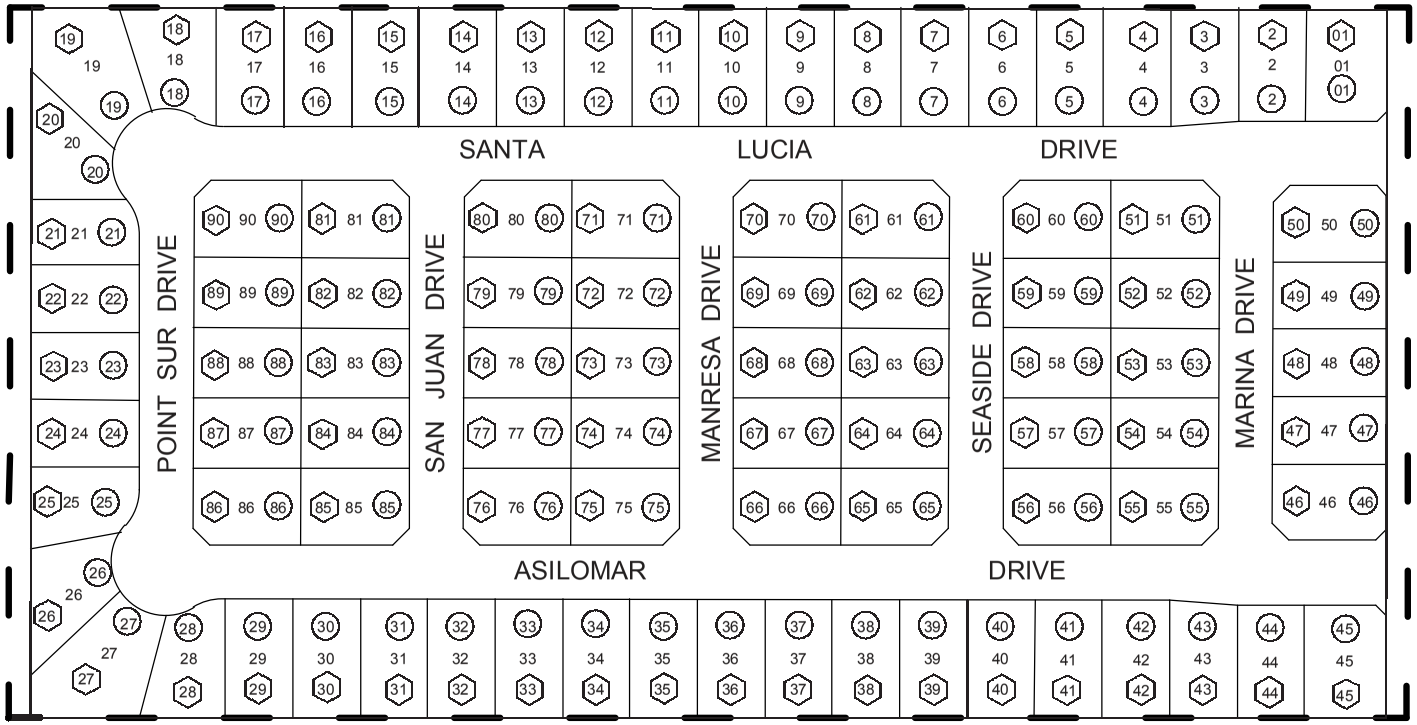
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 34C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

KENNEDY ESTATES
PHASE 4

REV. JULY 2010



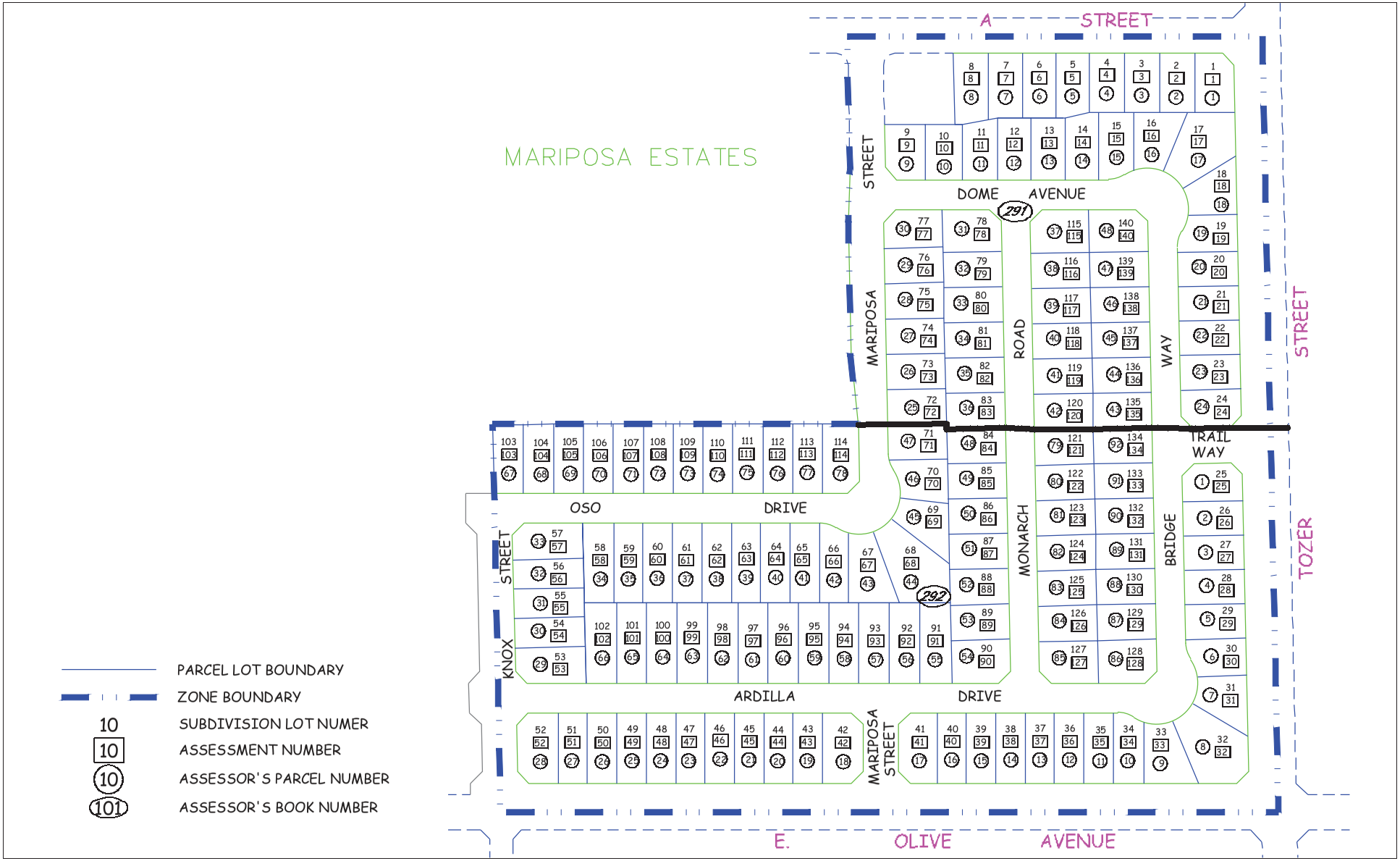
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (272) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 35
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SANTA BARBARA ESTATES
REV. JULY 2010

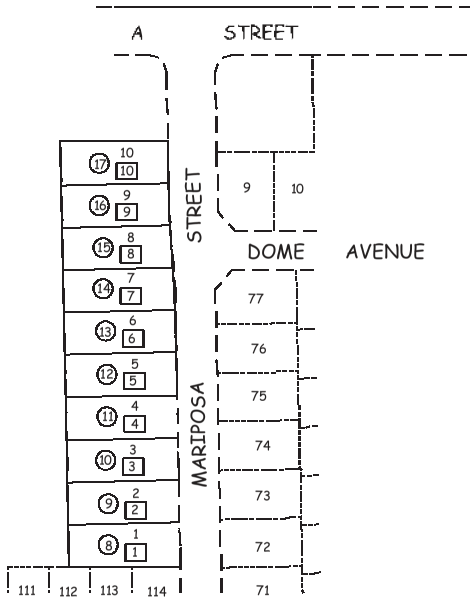


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES

REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

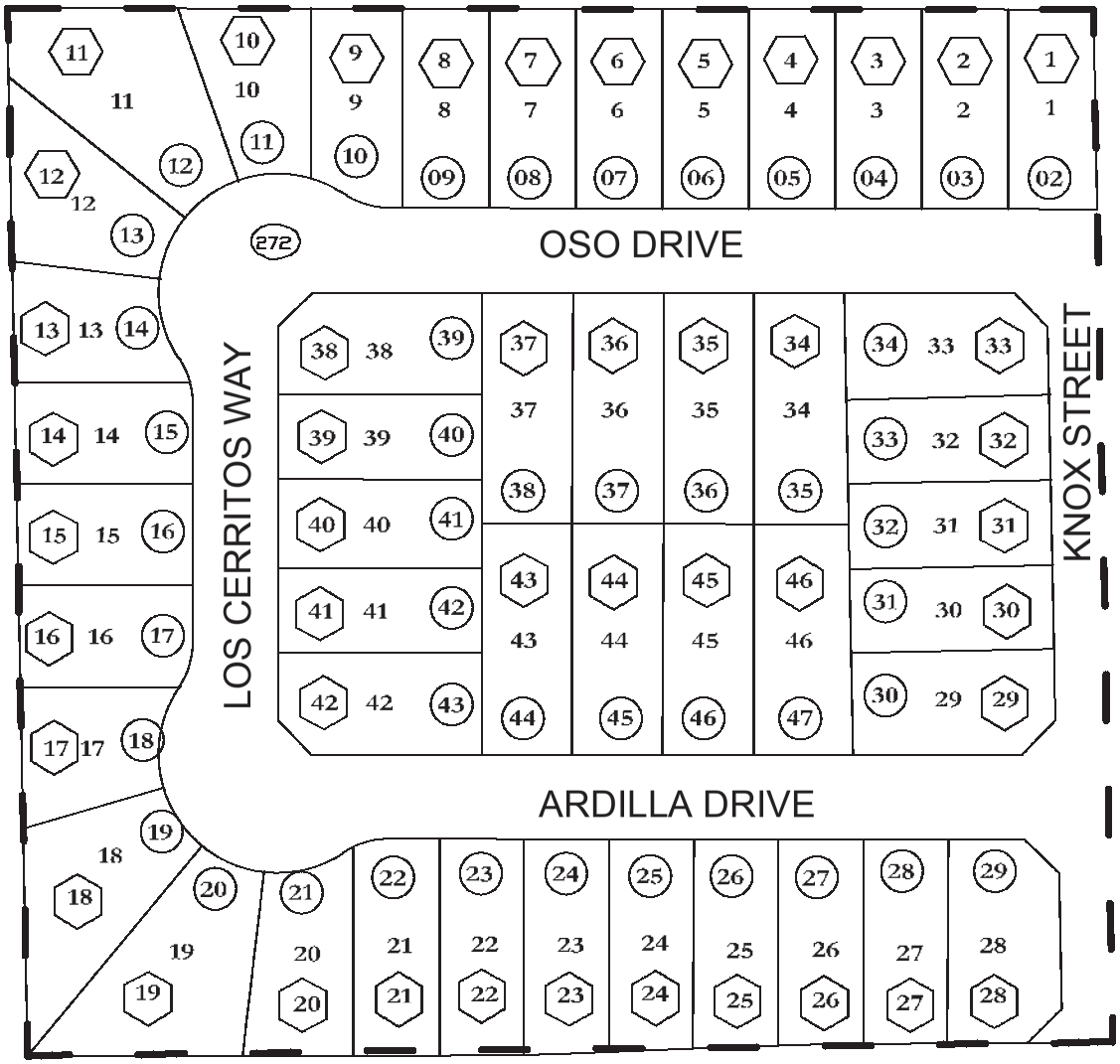
101 ASSESSOR'S BOOK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 36B
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT
MARIPOSA ESTATES PHASE II

REV. JULY 2010



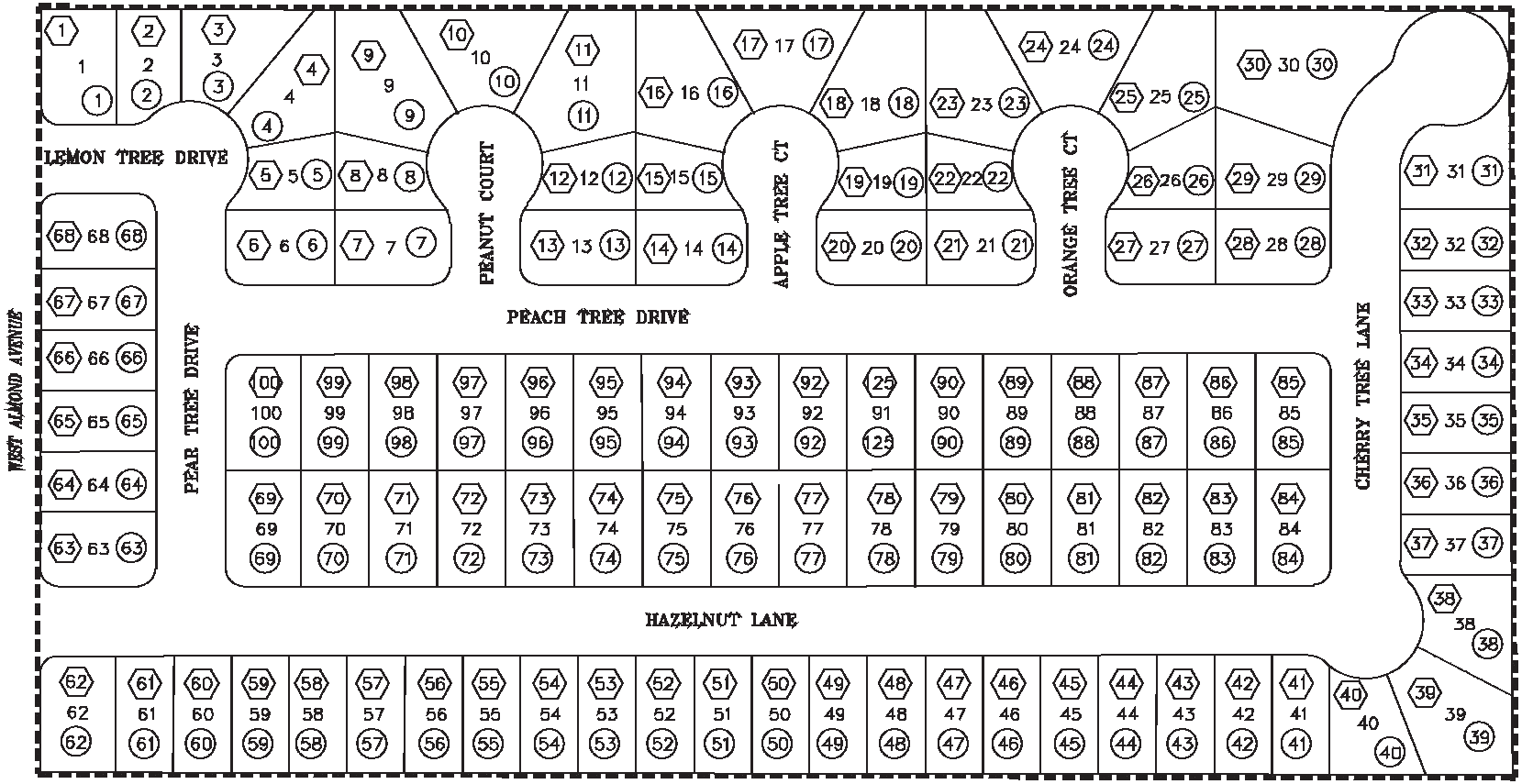
LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- 272 ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 36C
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
OLIVE ESTATES
REV. JULY 2010



LEGEND

- PARCEL LOT BOUNDARY
- ZONE BOUNDARY
- 1 SUBDIVISION LOT NUMBER
- (1) ASSESSMENT NUMBER
- (1) ASSESSOR'S PARCEL NUMBER
- (101) ASSESSOR'S BLOCK NUMBER

SCALE: 1" = 100'

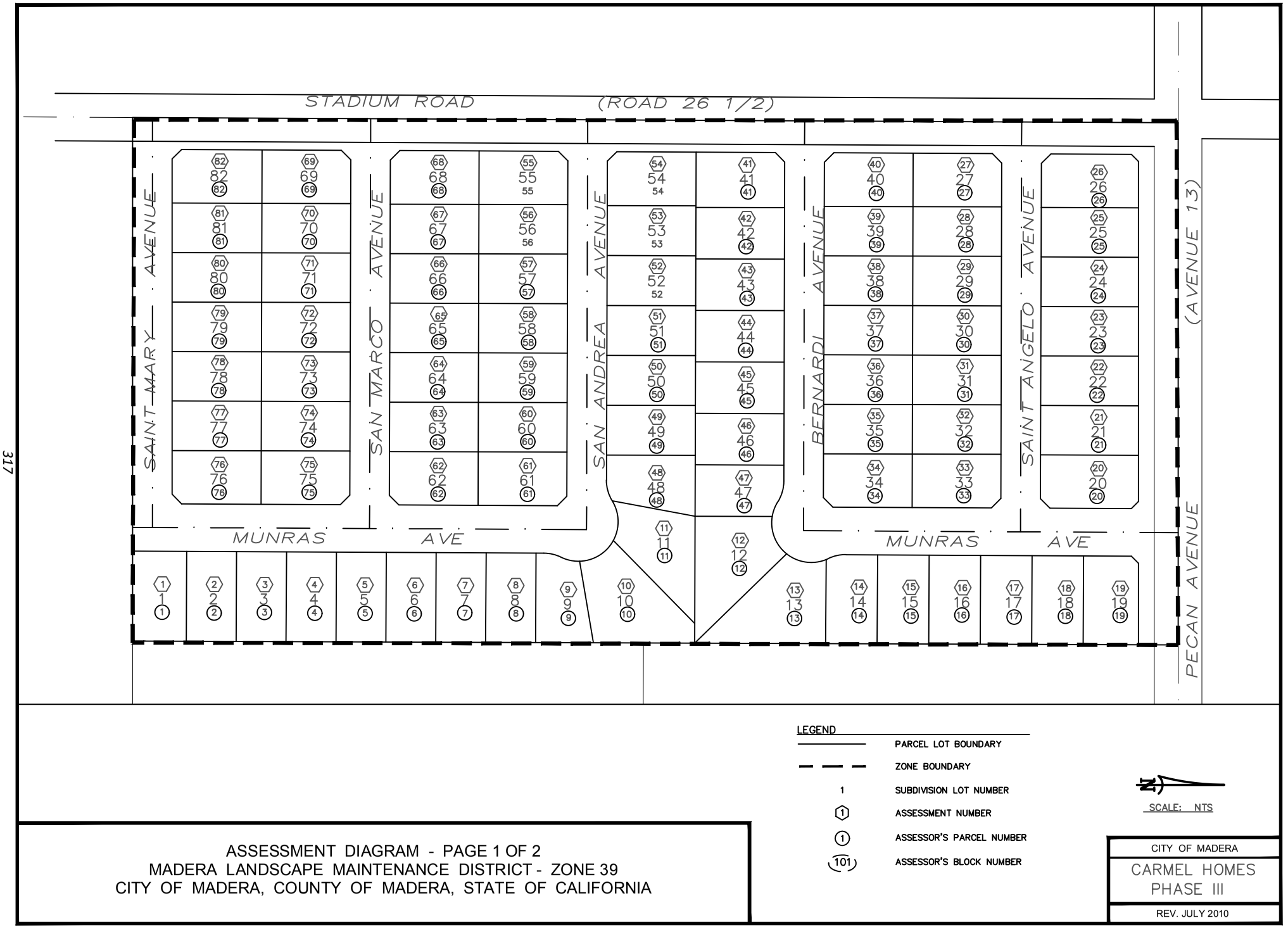
0 50 100 200

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 37
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

ALMOND TREE ESTATES

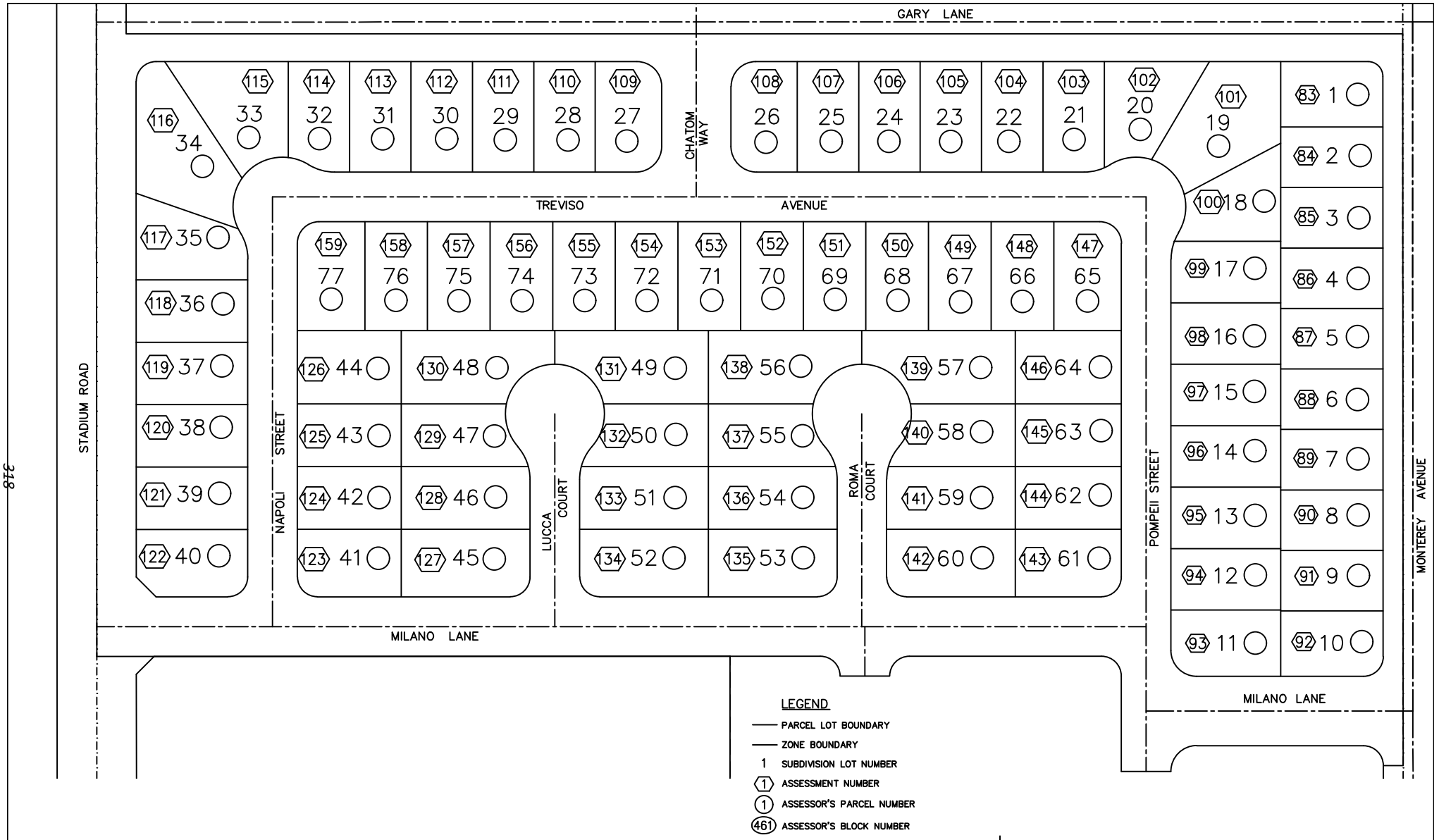
REV. JULY 2010



317

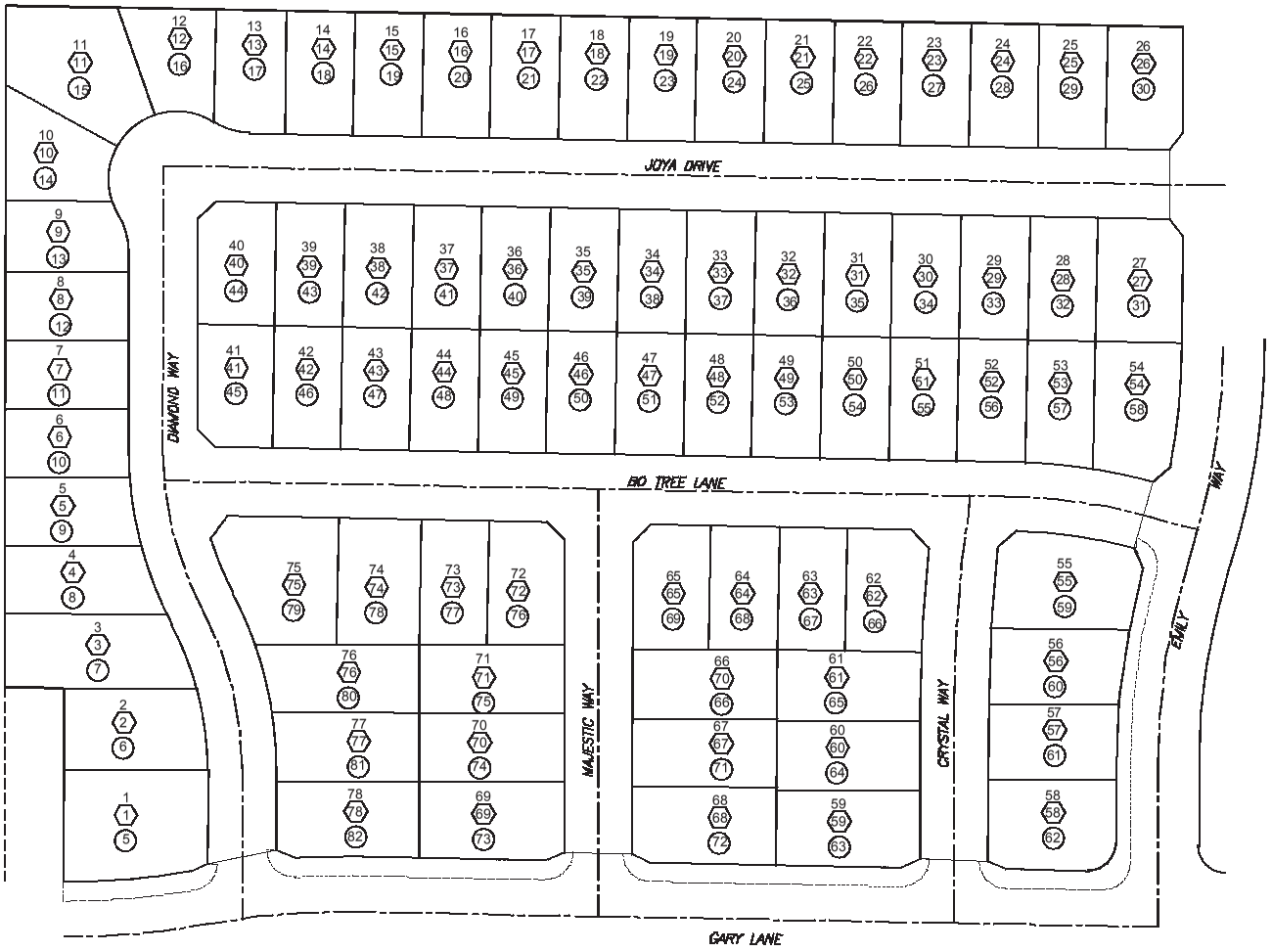
ASSESSMENT DIAGRAM - PAGE 1 OF 2
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 39
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
CARMEL HOMES
PHASE III
REV. JULY 2010



ASSESSMENT DIAGRAM – PAGE 2 OF 2
MADERA LANDSCAPE MAINTENANCE DISTRICT – ZONE 39
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
VARBELLA ESTATES
PHASE I
REV. FEBRUARY 2018



LEGEND

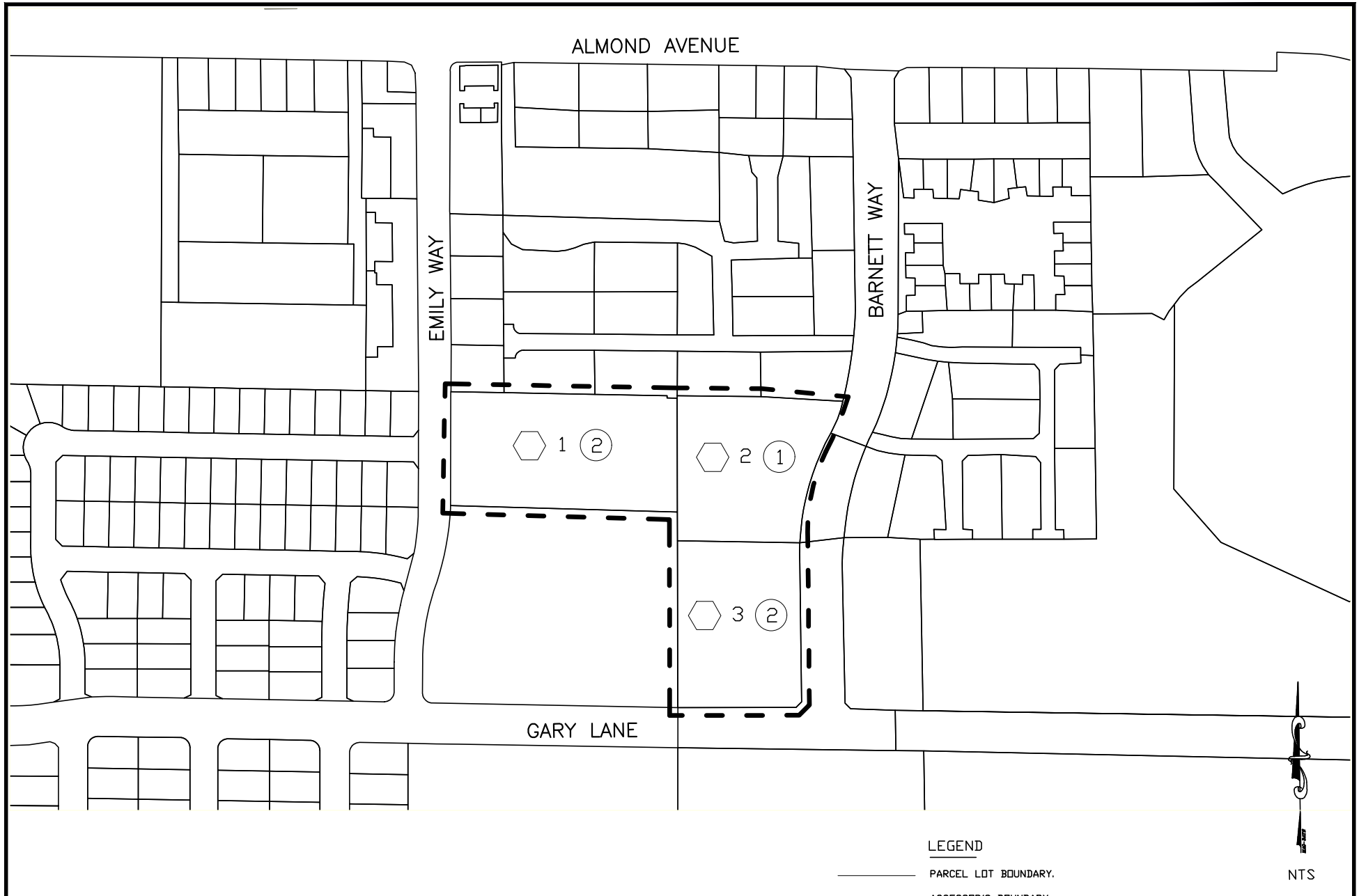
- PARCEL LOT BOUNDARY
- ZONE BOUNDARY
- 1 SUBDIVISION LOT NUMBER
- (1) ASSESSMENT NUMBER
- (1) ASSESSOR'S PARCEL NUMBER
- <1> ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 40
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

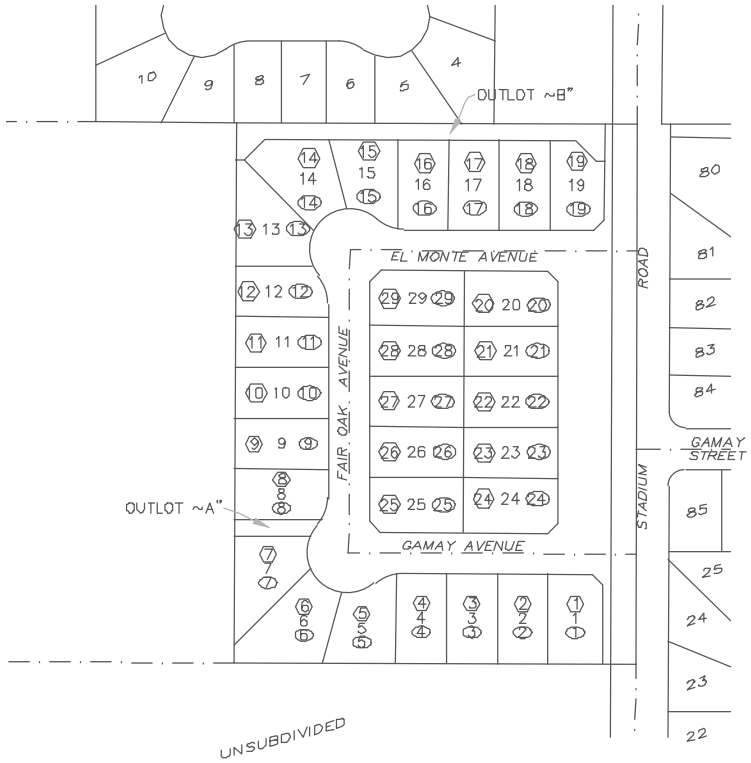
TIERRA VISTA ESTATES

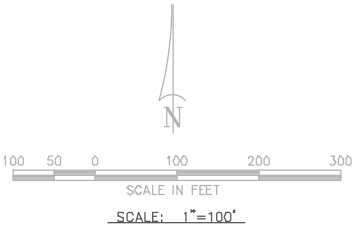
REV. JULY 2010



ASSESSMENT DIAGRAM
INCLUSION OF RAI APARTMENT COMPLEX
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 40
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
RAI APARTMENT COMPLEX
REV. MARCH 2020





LEGEND

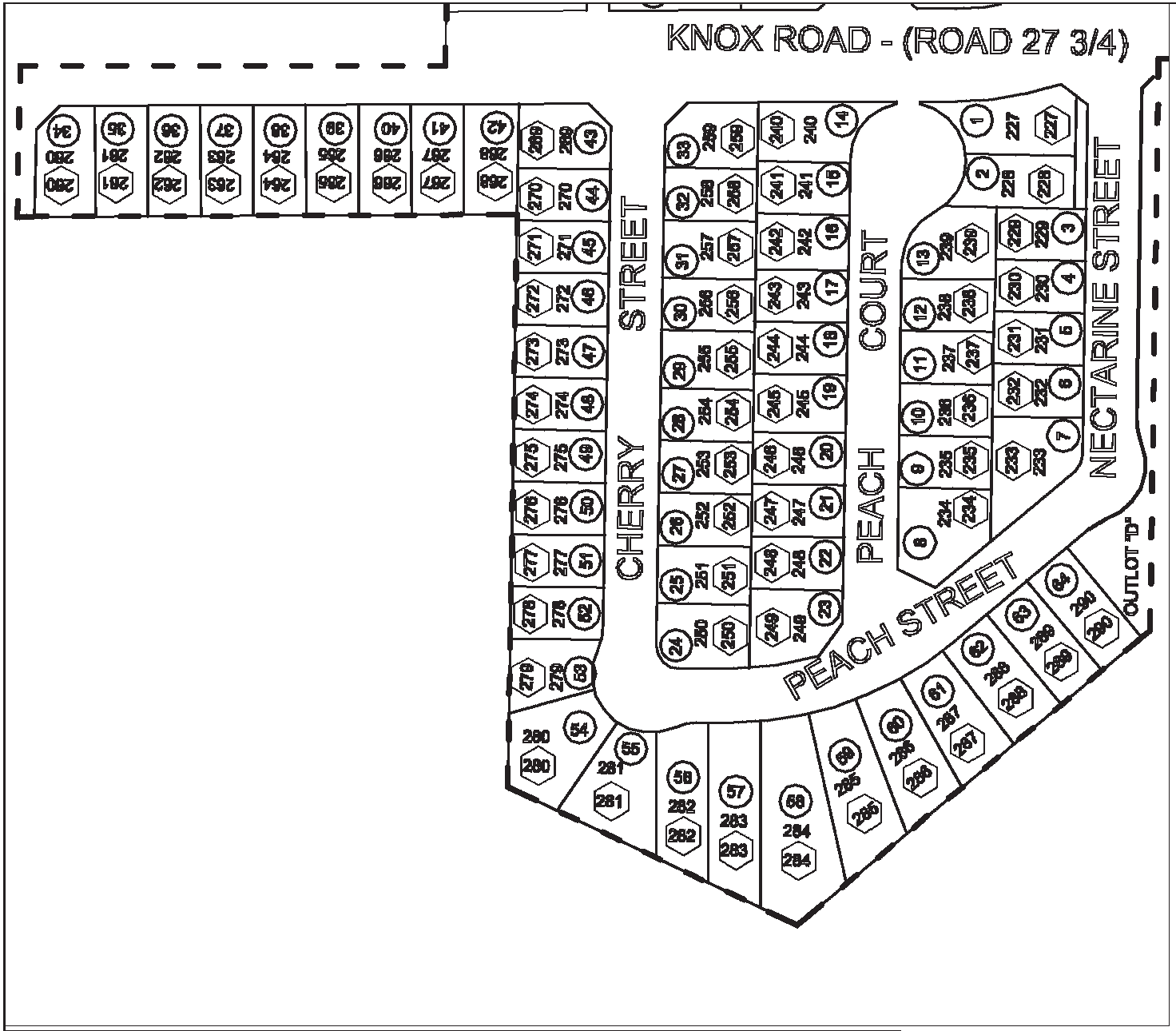
———	PARCEL LOT BOUNDARY.
———	ZONE BOUNDARY.
1	SUBDIVISION LOT NUMBER.
⟨1⟩	ASSESSMENT NUMBER.
⟨1⟩	ASSESSOR'S PARCEL NUMBER.

POND PLACE ESTATES

ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 41

CITY OF MADERA
POND PLACE ESTATES
REV. JULY 2010

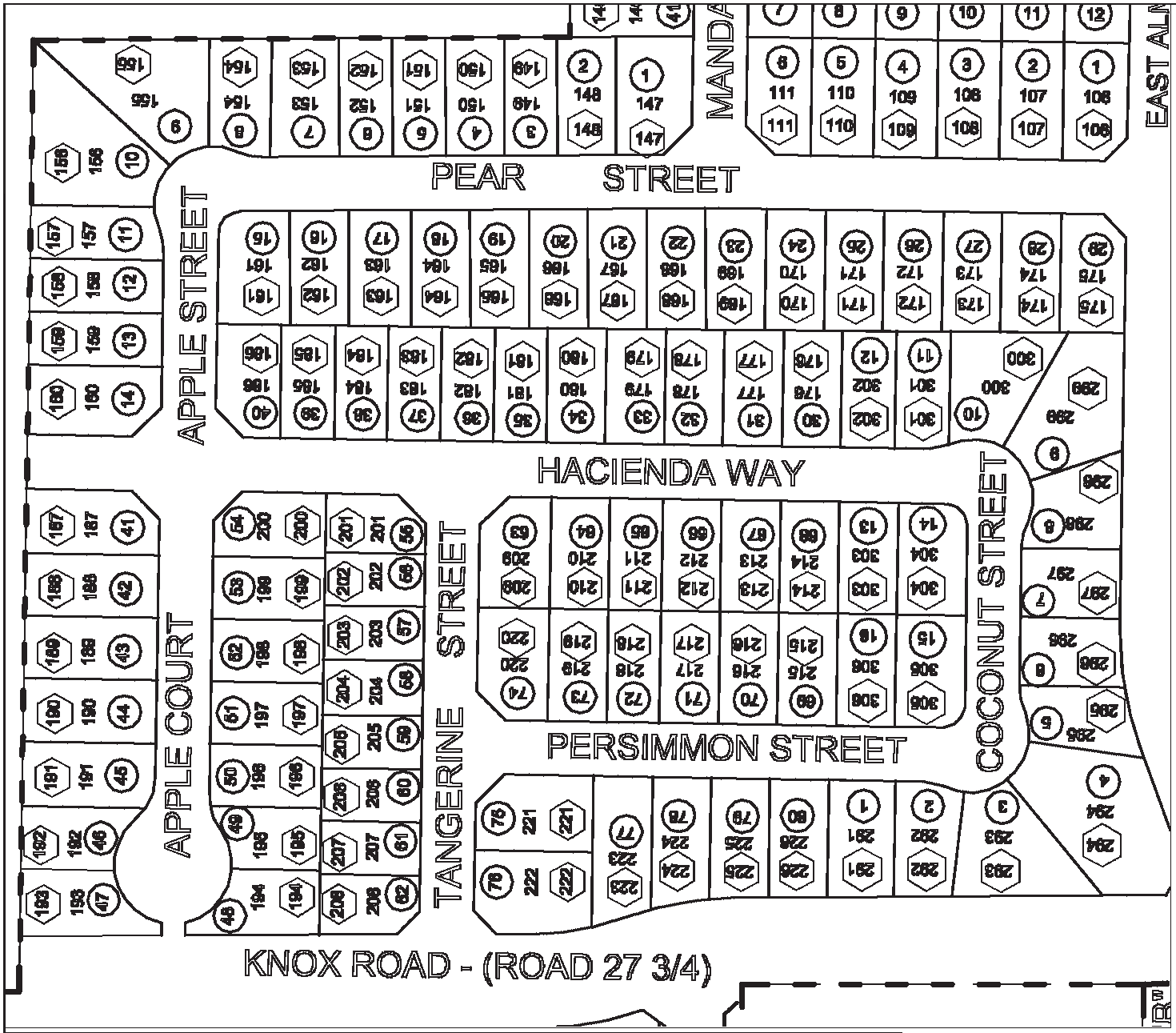


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- 1 ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 1 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

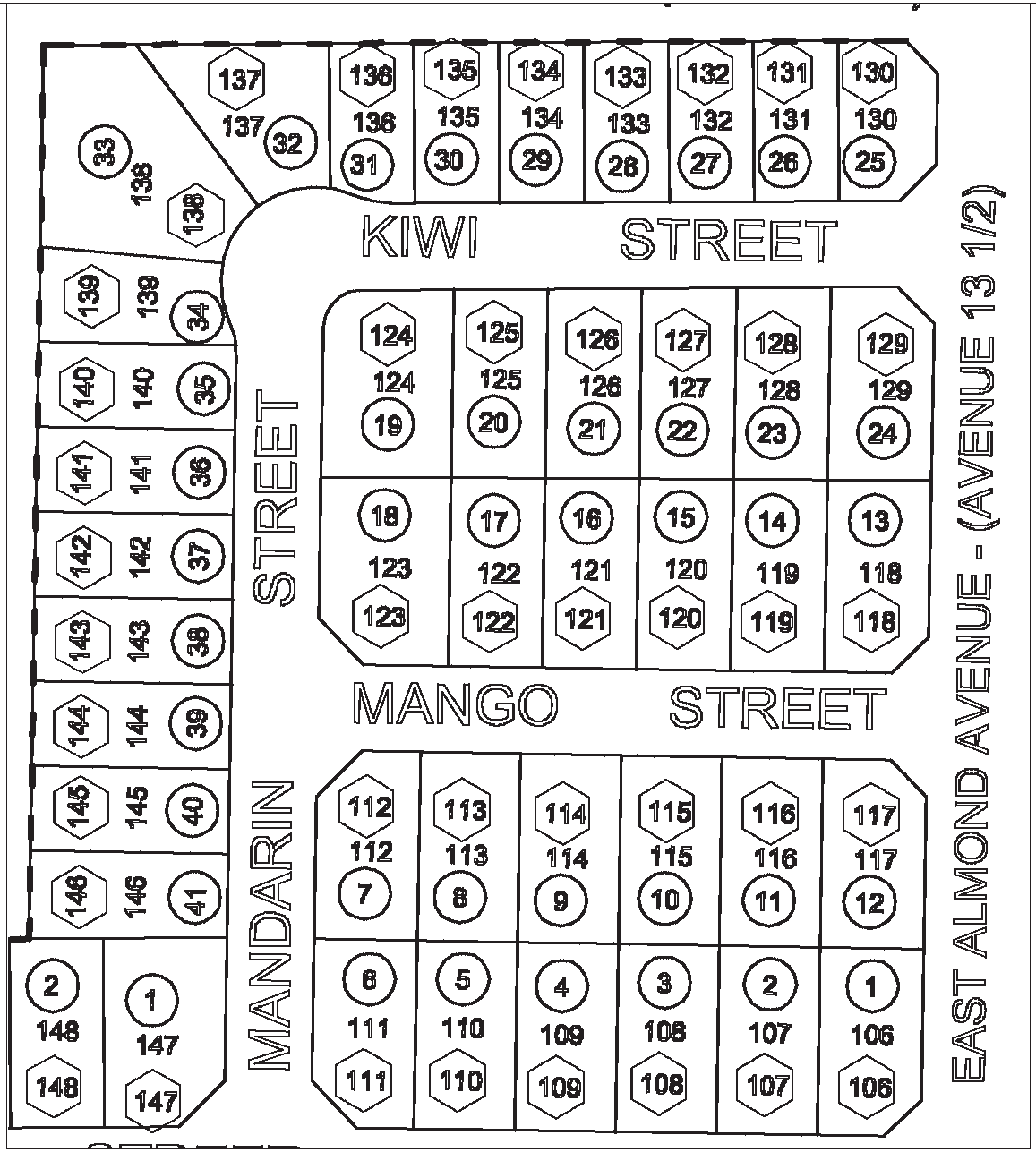


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 2 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

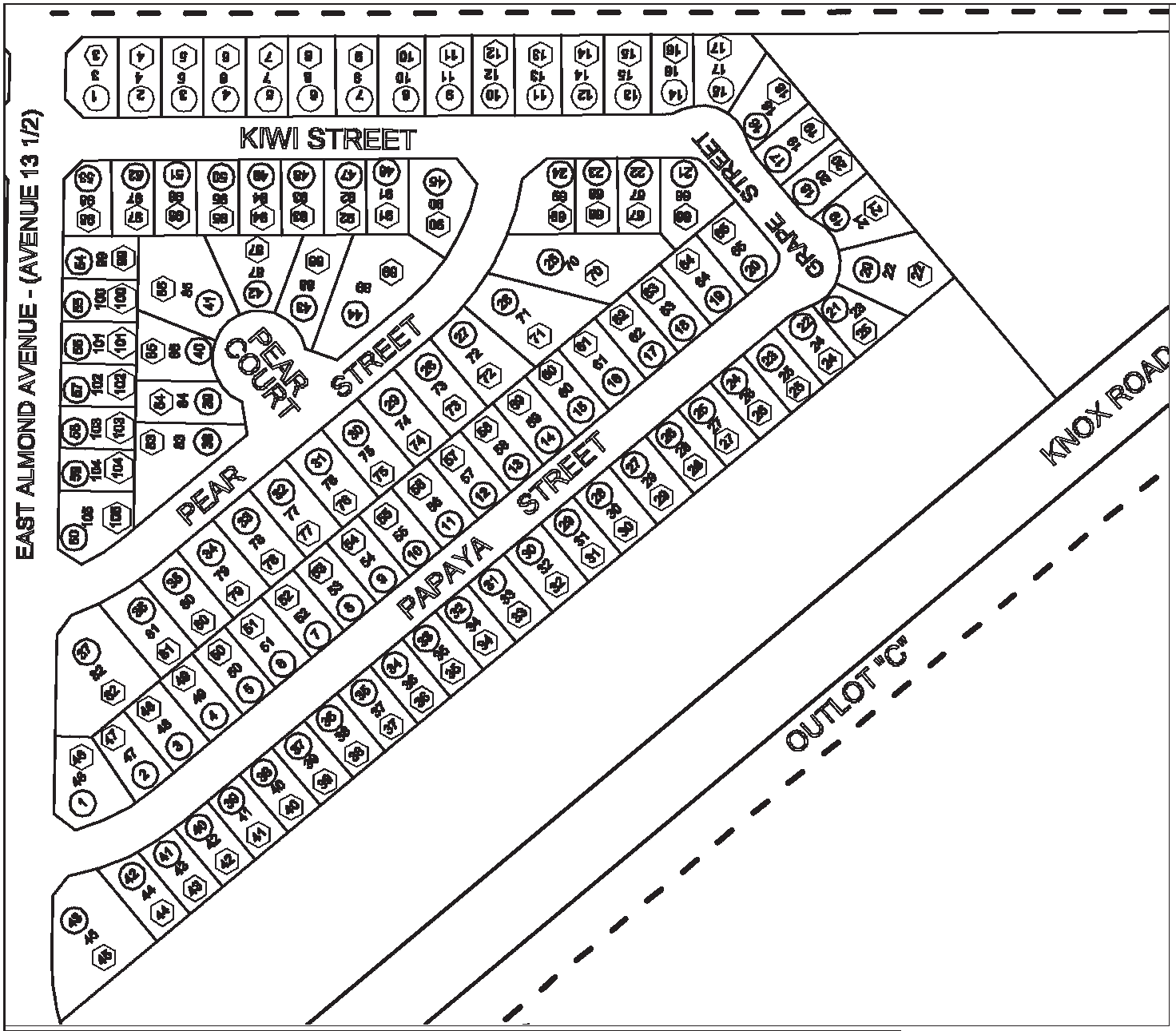


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 3 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

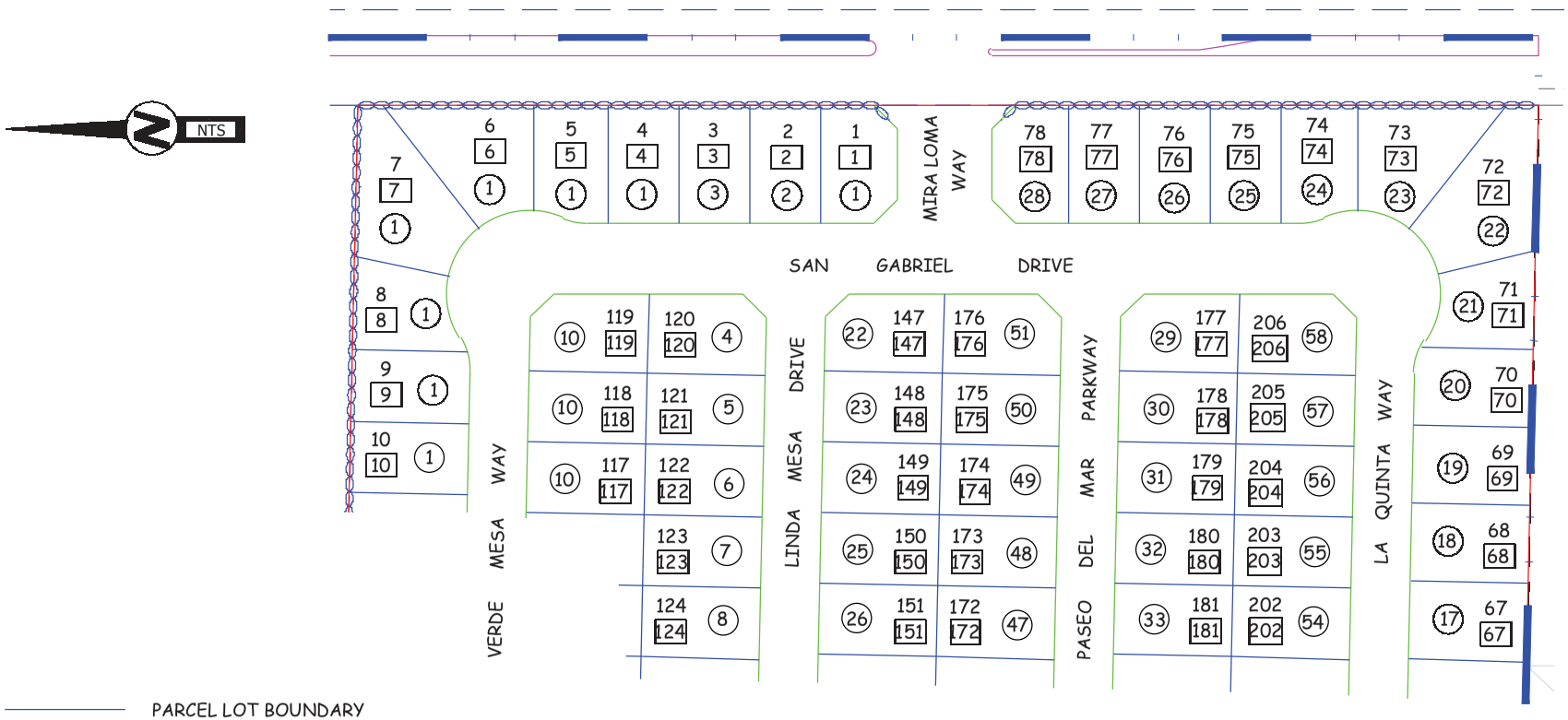


LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43A (PAGE 4 OF 4)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ORCHARD POINTE PHASE I&II
REV. JULY 2010

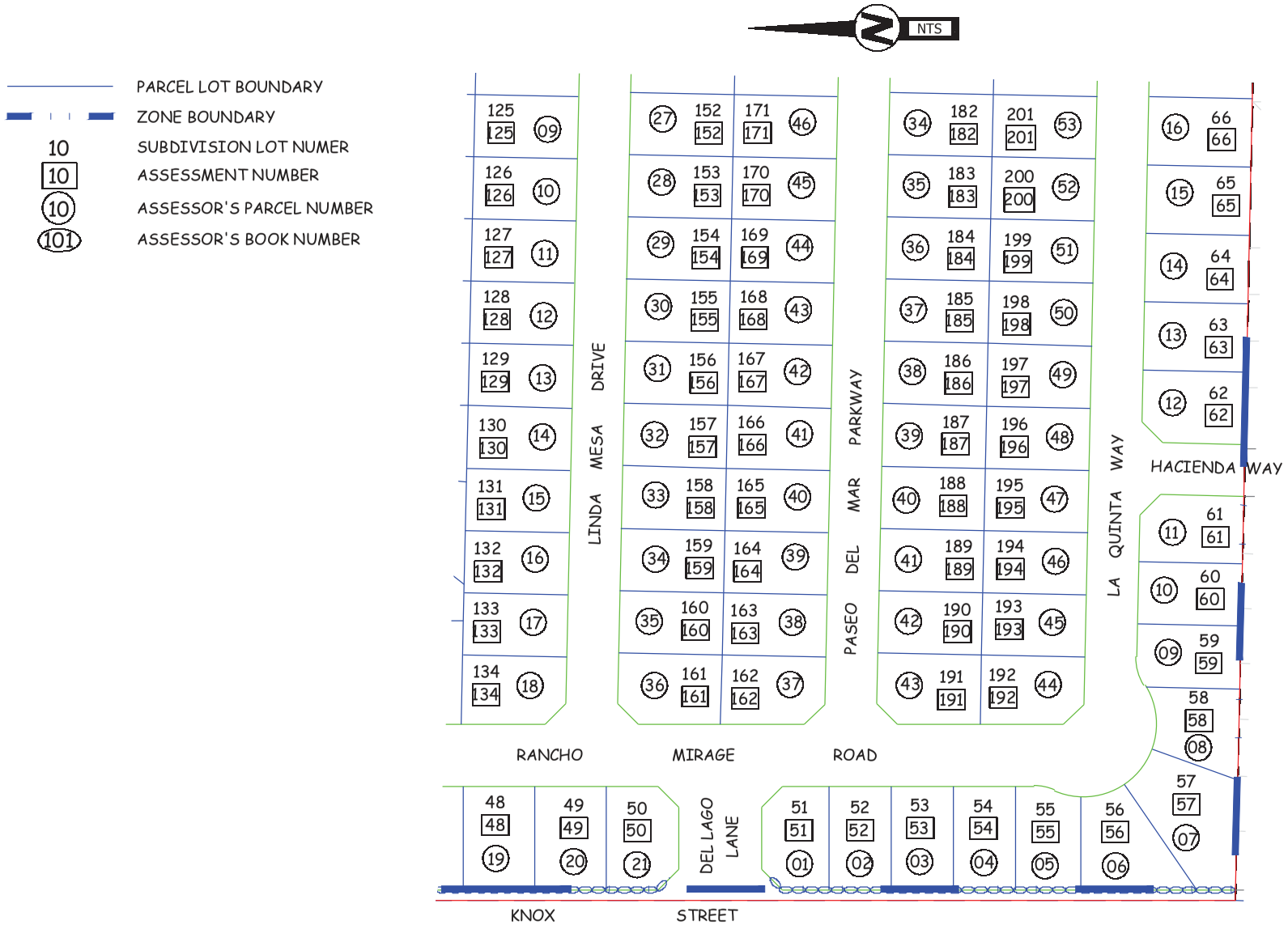


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 1 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATES

REV. JULY 2010

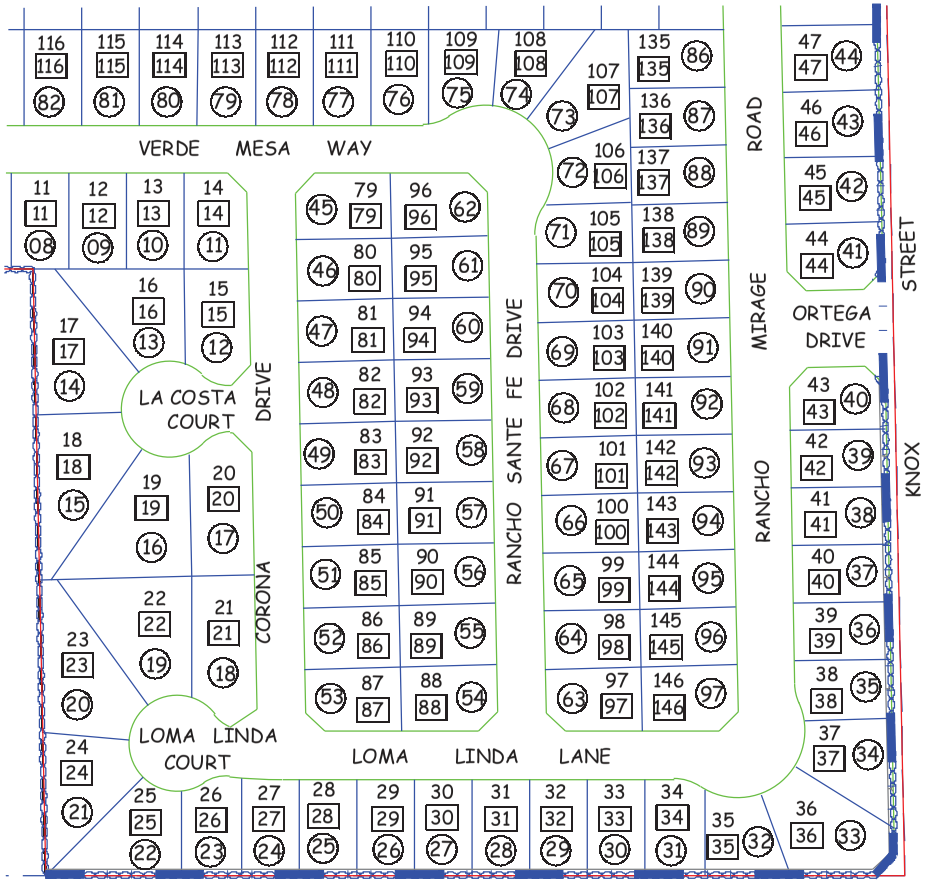


ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 2 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE
DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



PARCEL LOT BOUNDARY

ZONE BOUNDARY

10 SUBDIVISION LOT NUMER

10 ASSESSMENT NUMBER

10 ASSESSOR'S PARCEL NUMBER

101 ASSESSOR'S BOOK NUMBER

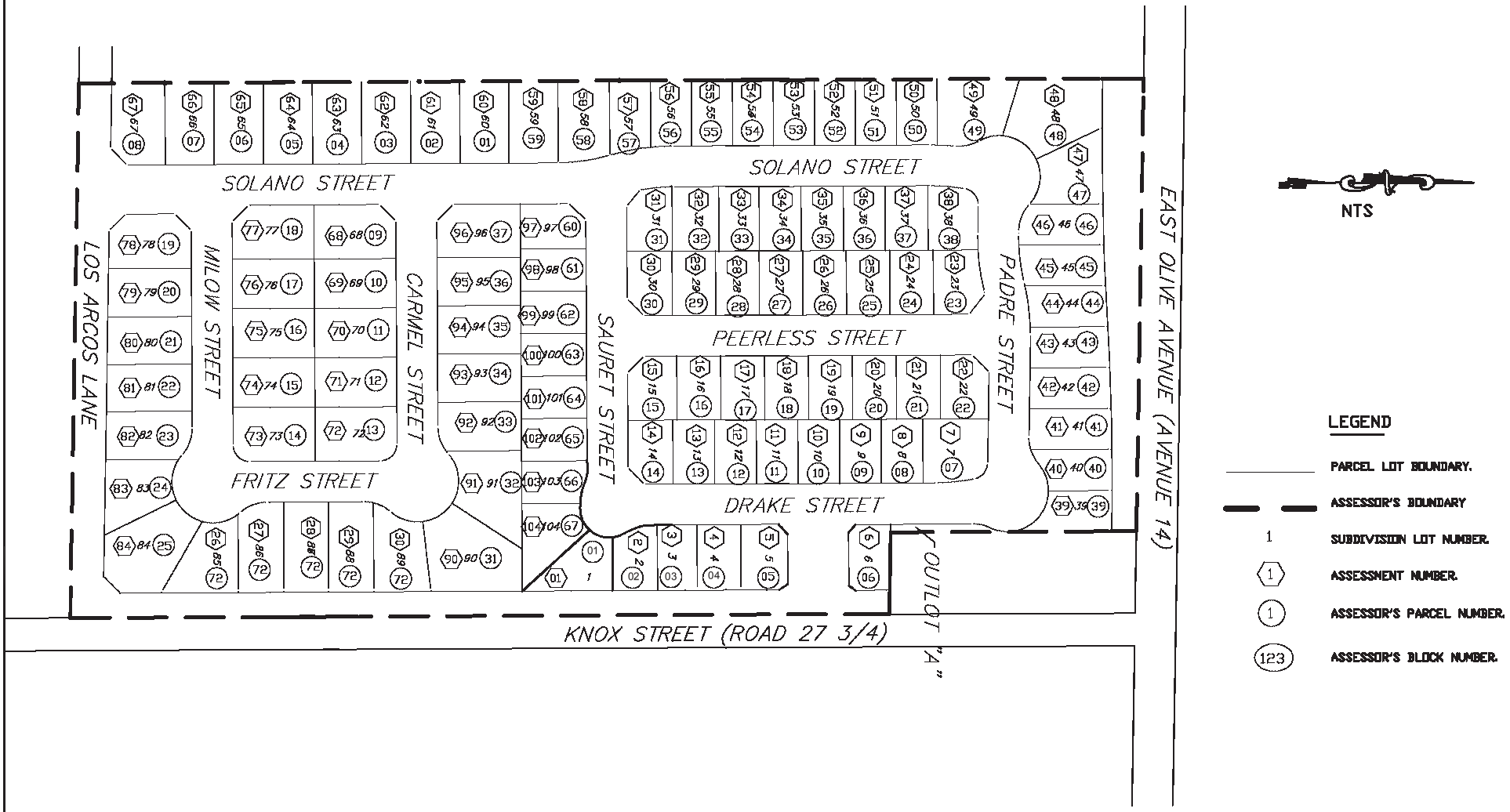
NTS

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 43C (PAGE 3 OF 3)
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LANDSCAPE MAINTENANCE DISTRICT 43C
EL CORONADO ESTATE

REV. JULY 2010



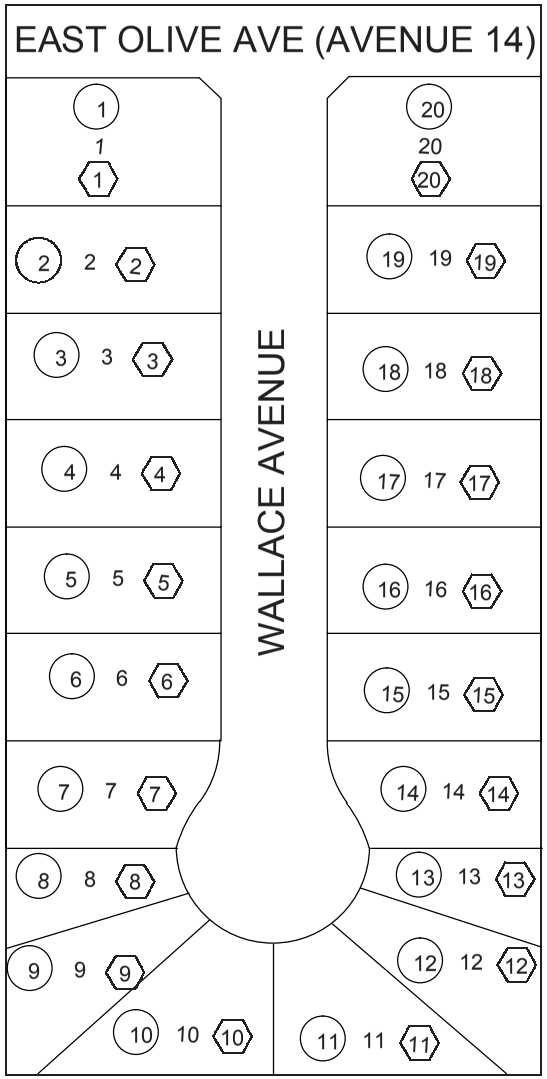
NTS

LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43D
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
ALMOND VILLAGE ESTATES
REV. JULY 2009



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION LOT NUMBER.

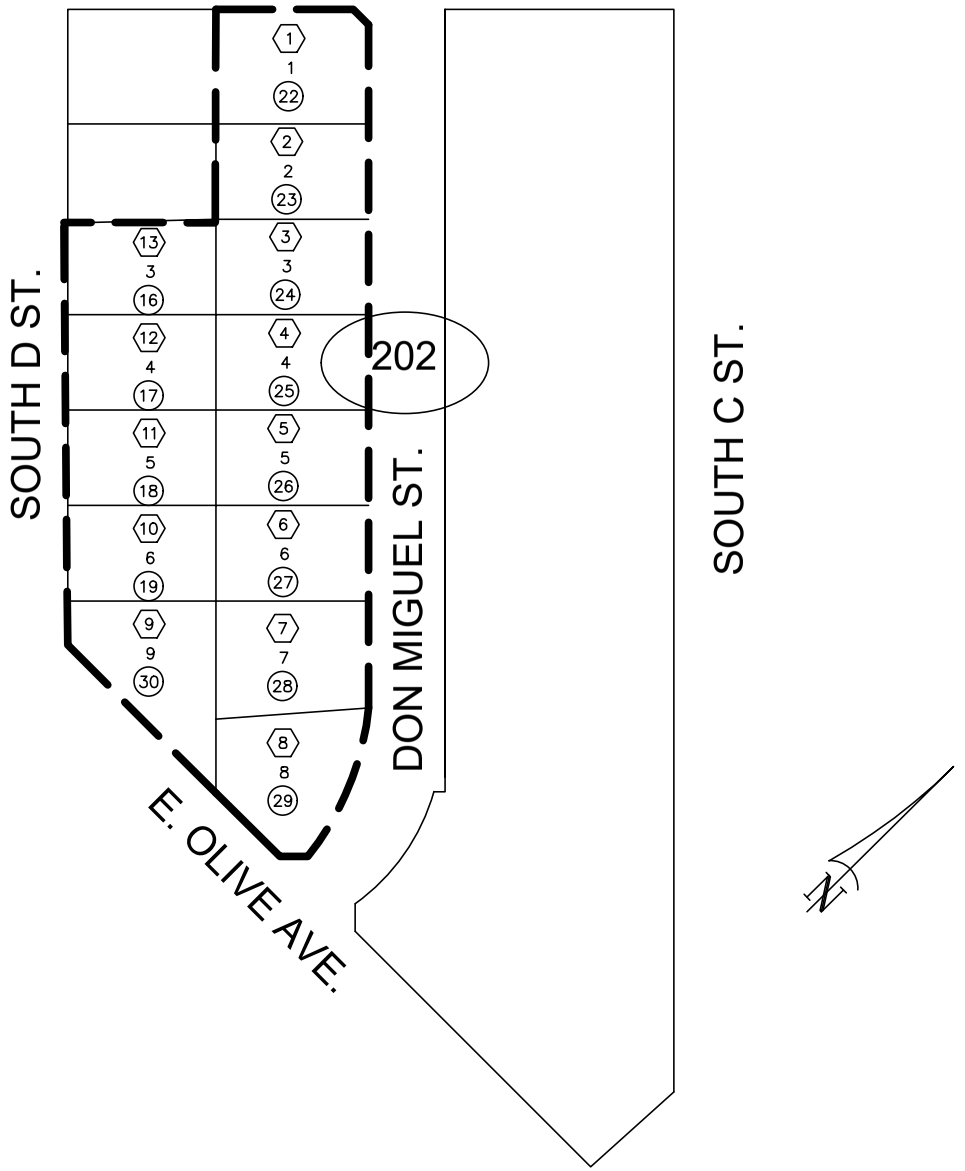
(1) ASSESSMENT NUMBER.

(1) ASSESSOR'S PARCEL NUMBER.

(123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 43E
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
TAYLOR ESTATES
REV. JULY 2010

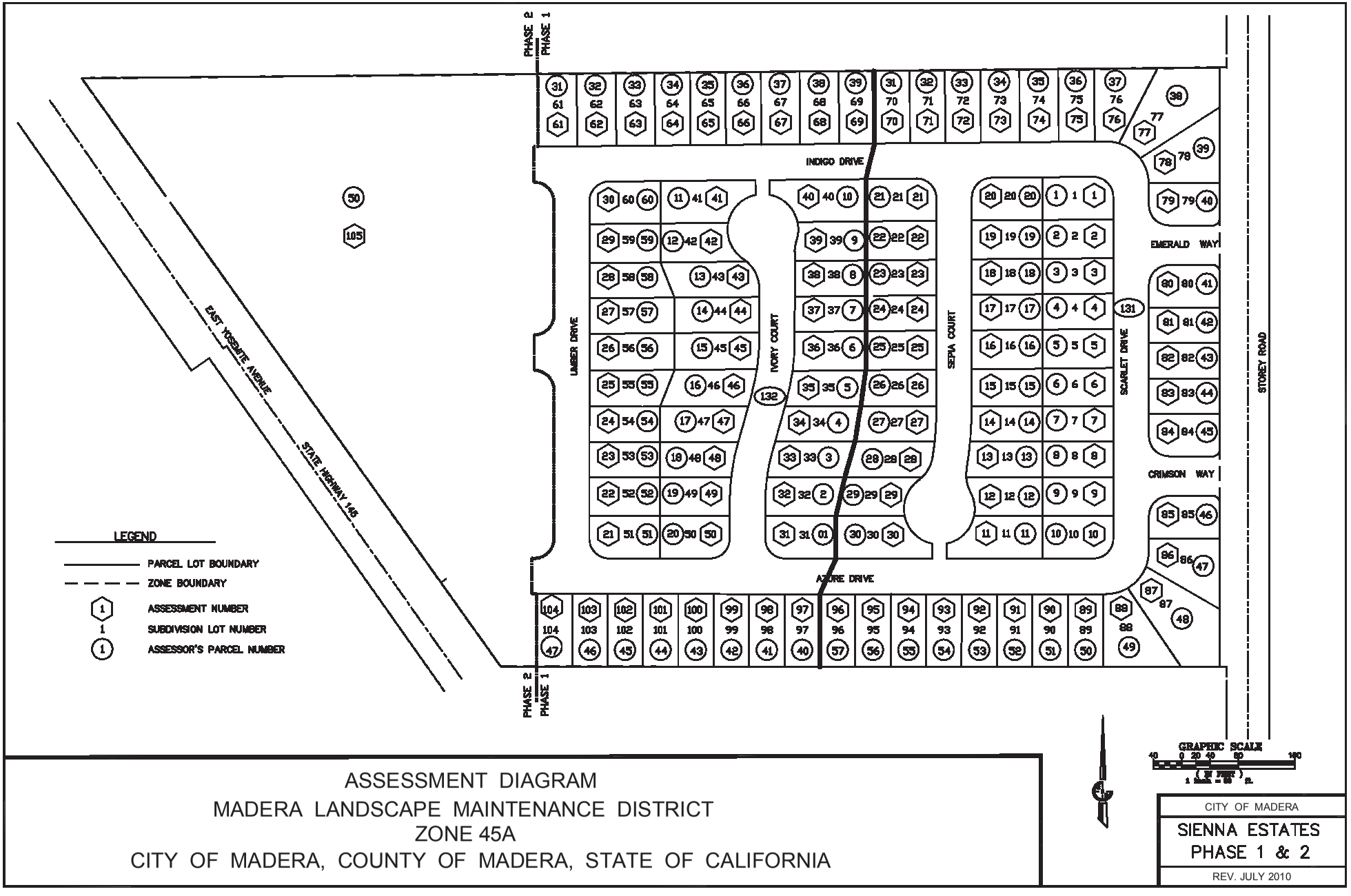


LEGEND

———	PARCEL LOT BOUNDARY
— — —	ZONE BOUNDARY
1	SUBDIVISION LOT NUMBER
⬡1	ASSESSMENT NUMBER
①1	ASSESSOR'S PARCEL NUMBER
⬭###	ASSESSOR'S BLOCK NUMBER

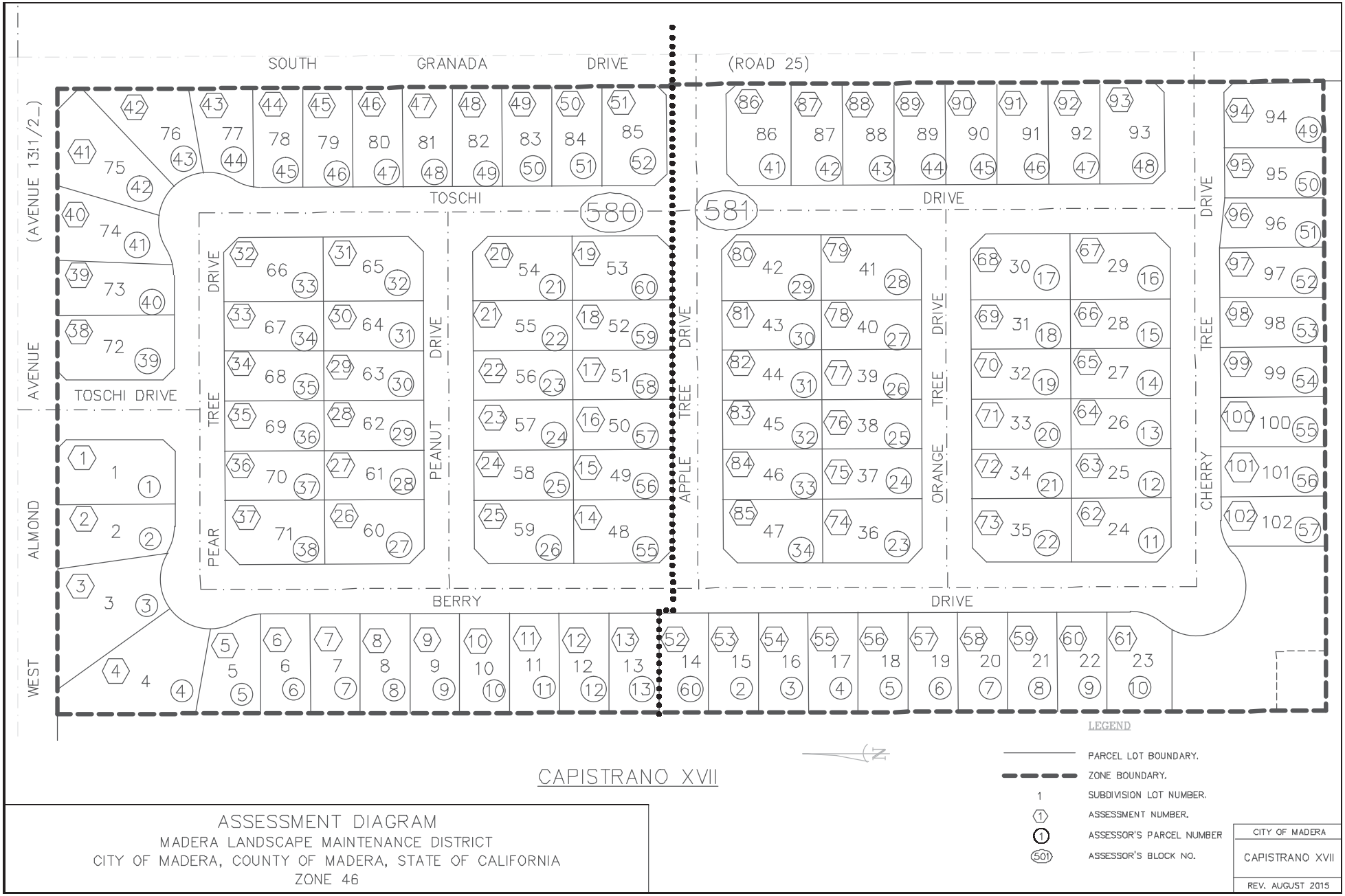
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 44
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SIERRA VISTA ESTATES
REV. FEB. 2019



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE 45A
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

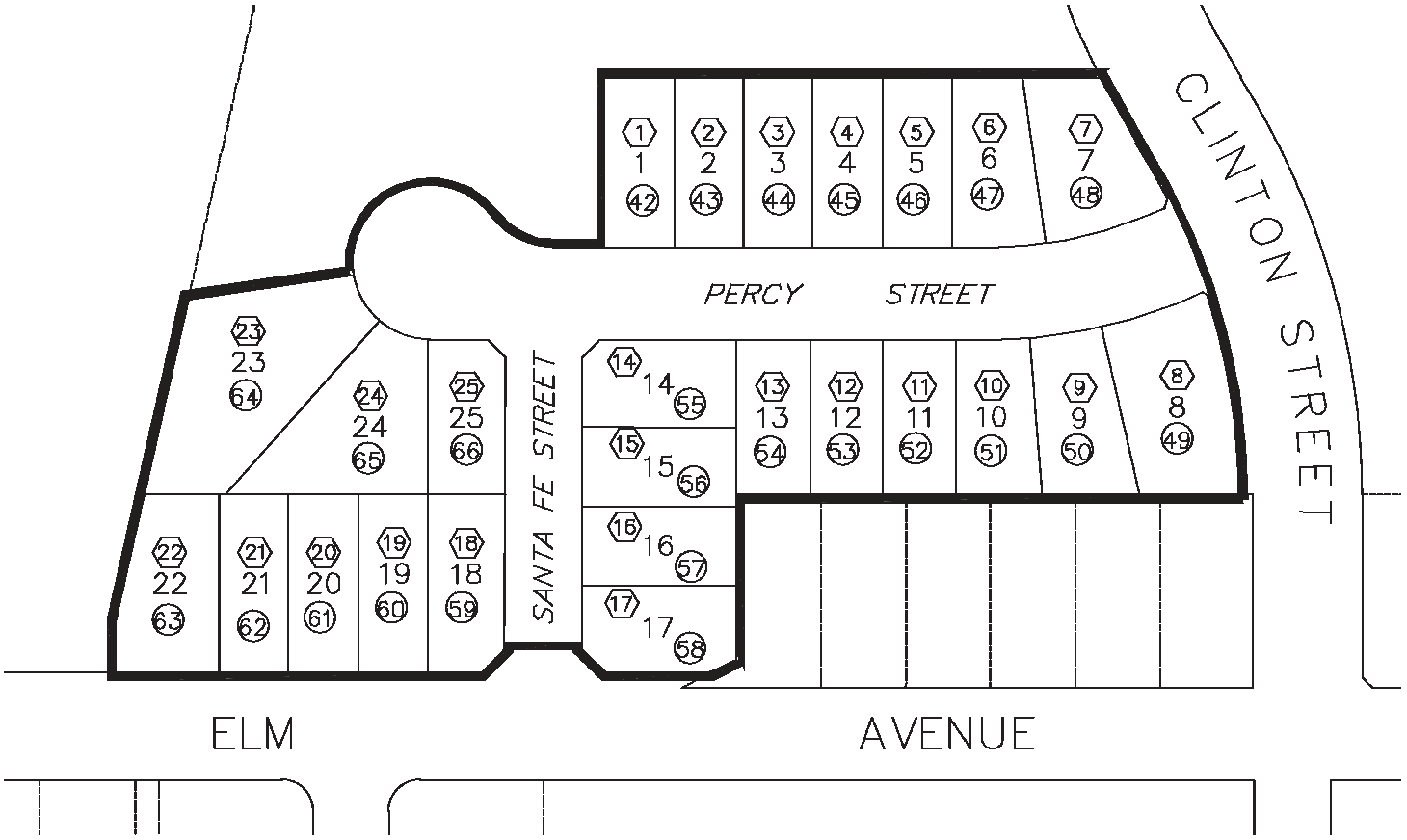
CITY OF MADERA
SIENNA ESTATES
PHASE 1 & 2
REV. JULY 2010

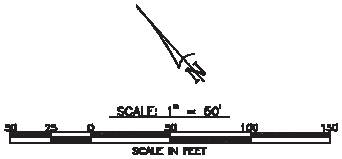


CAPISTRANO XVII

ASSESSMENT DIAGRAM

MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 46

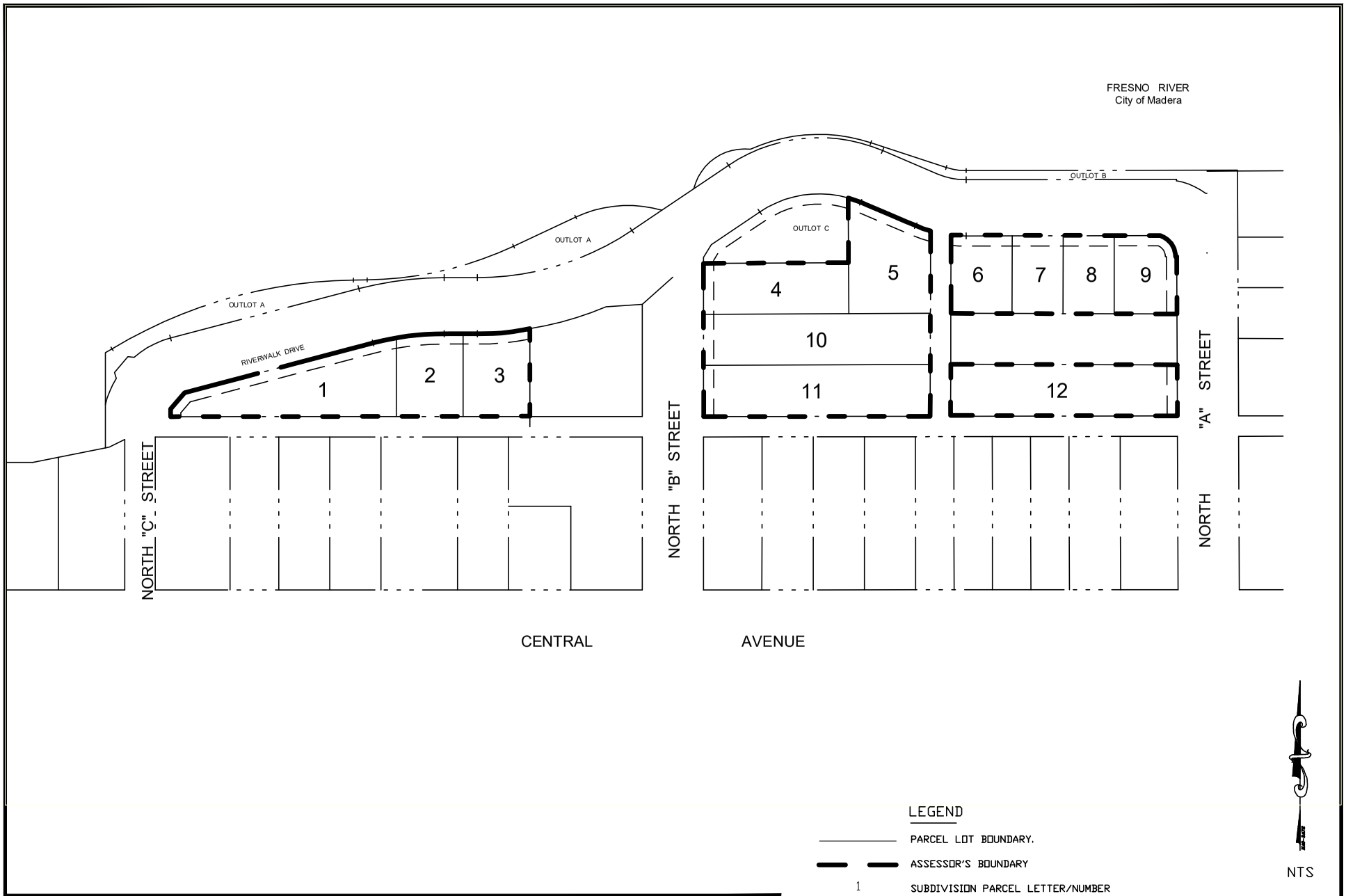




SUGAR PINE VILLAGE

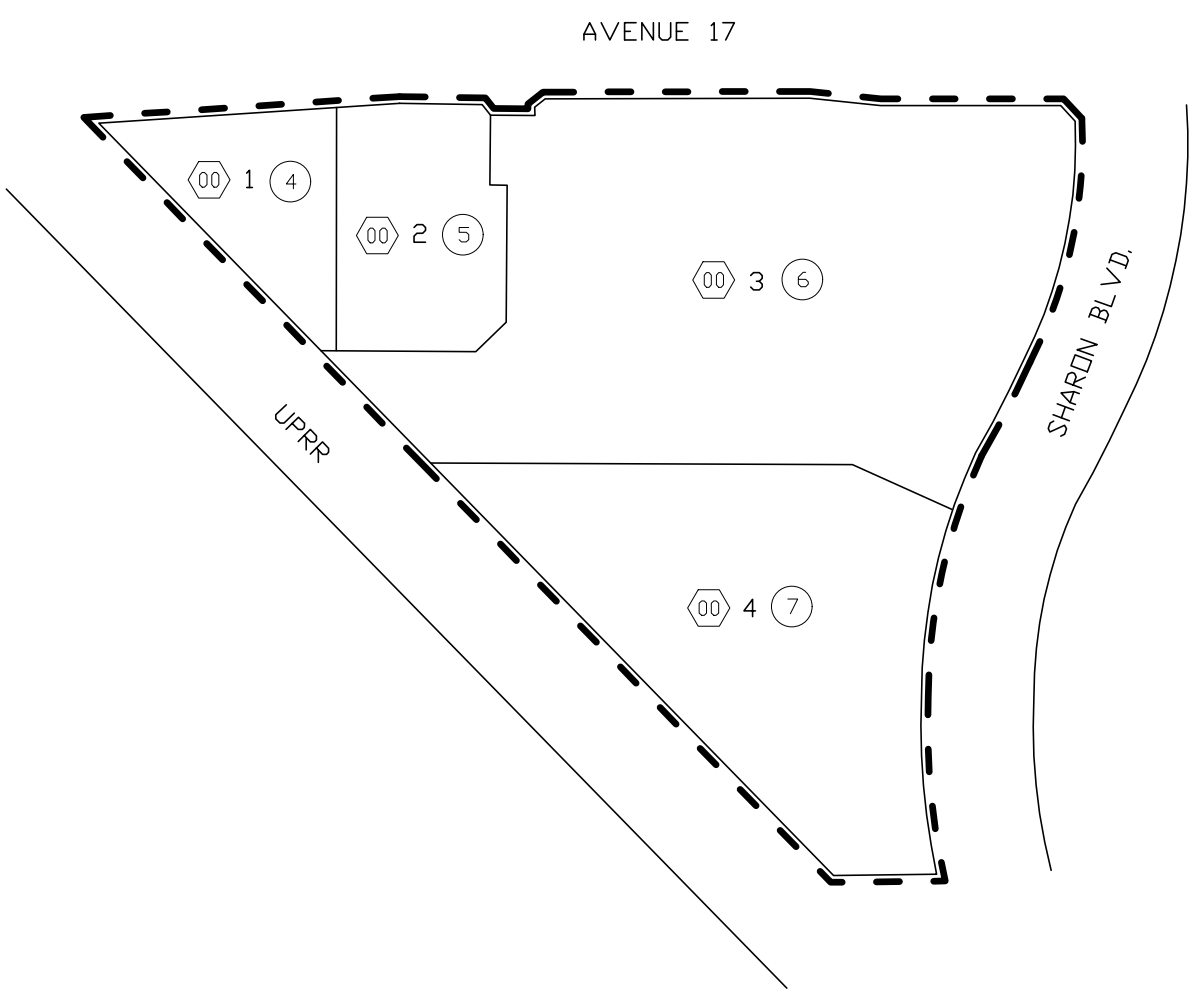
ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
ZONE 50

CITY OF MADERA
SUGAR PINE VILLAGE
JANUARY 2008



ASSESSMENT DIAGRAM
INCLUSION OF RIVERWALK SUBDIVISION NO 17-S-03
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
RIVERWALK
SUBDIVISION
NO. 17–S–03
REV. APR. 2019



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

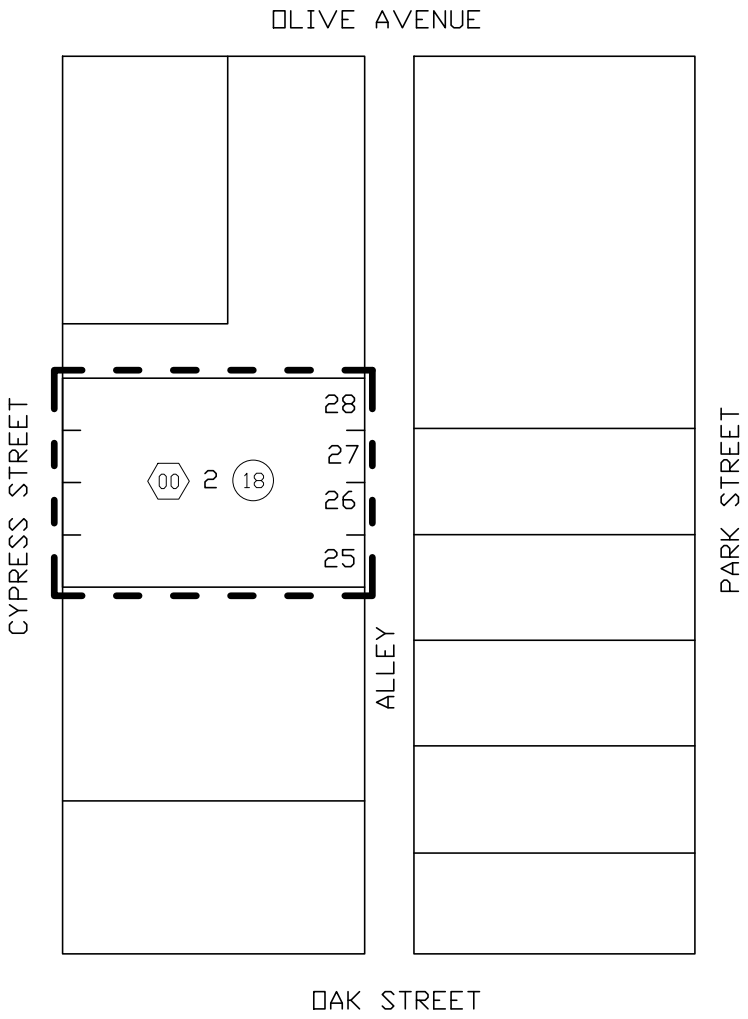
NTS

ASSESSMENT DIAGRAM
INCLUSION OF LOVE'S TRAVEL STOP
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

LOVE'S
TRAVEL STOP

REV. MAY 2019



LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- (1) ASSESSMENT NUMBER
- (1) APN NUMBER.

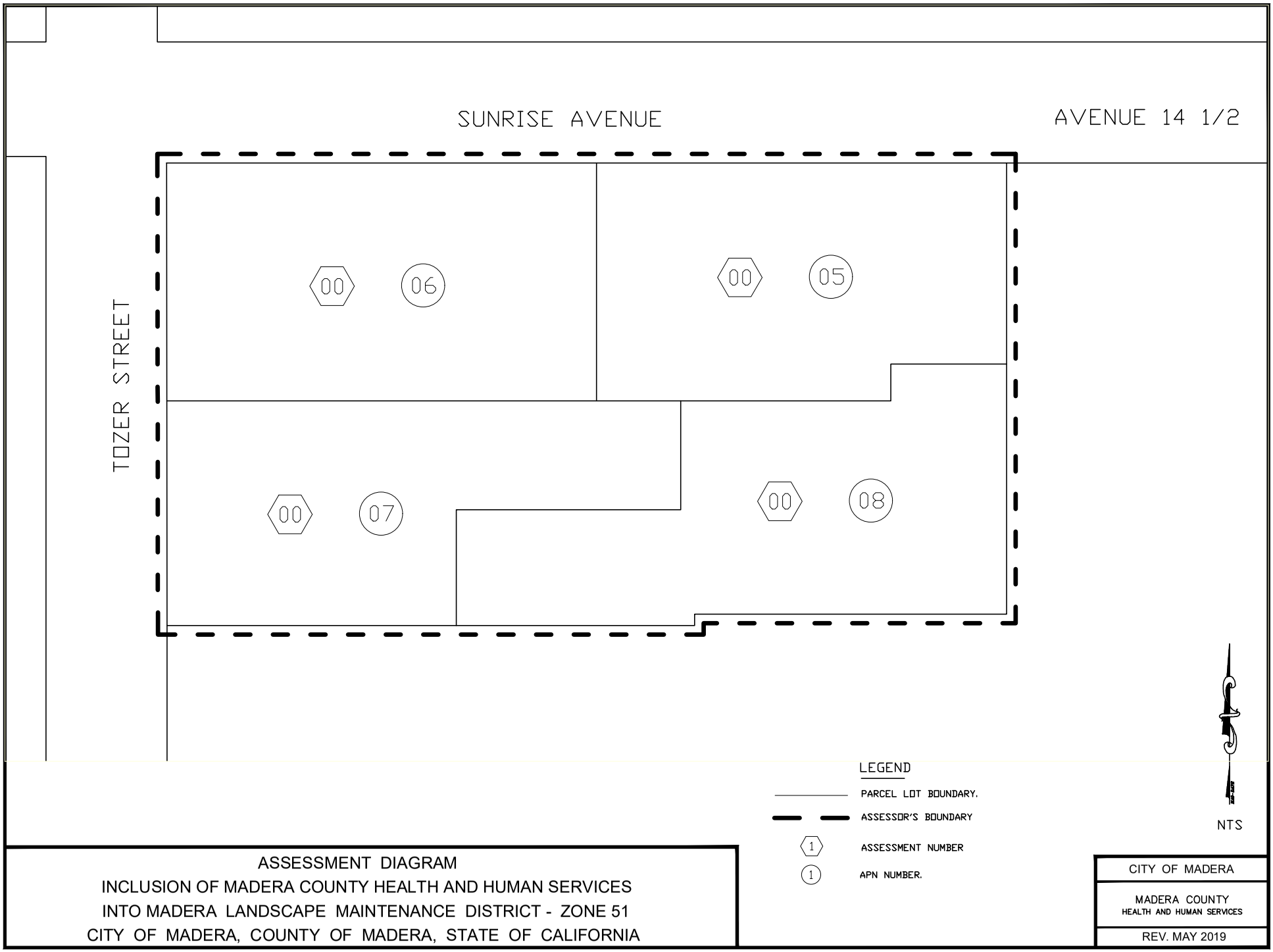
NTS

ASSESSMENT DIAGRAM
INCLUSION OF "THE TINT SHOP", 107 CYPRESS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

THE TINT SHOP

REV. MAY 2019

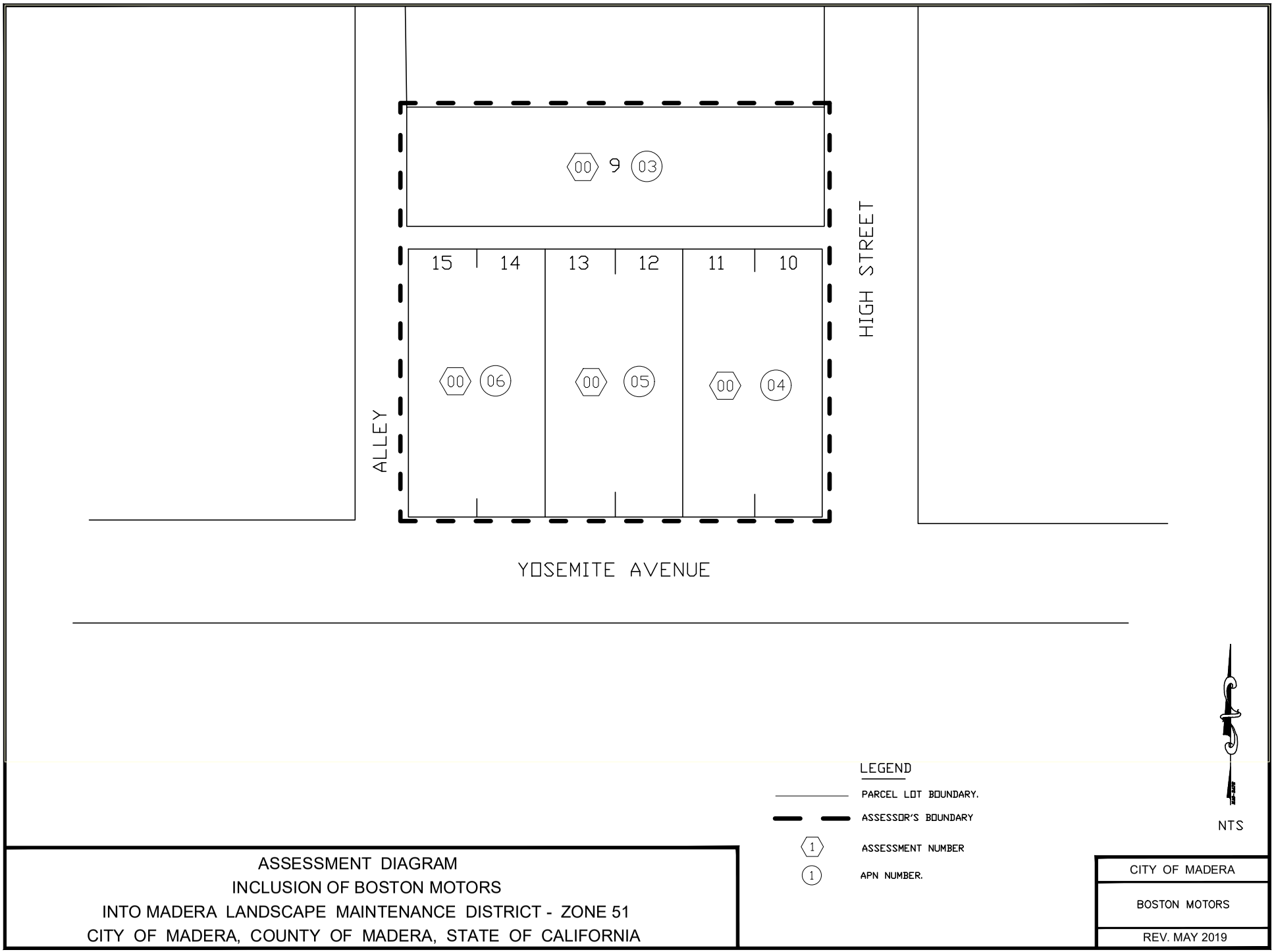


ASSESSMENT DIAGRAM
INCLUSION OF MADERA COUNTY HEALTH AND HUMAN SERVICES
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

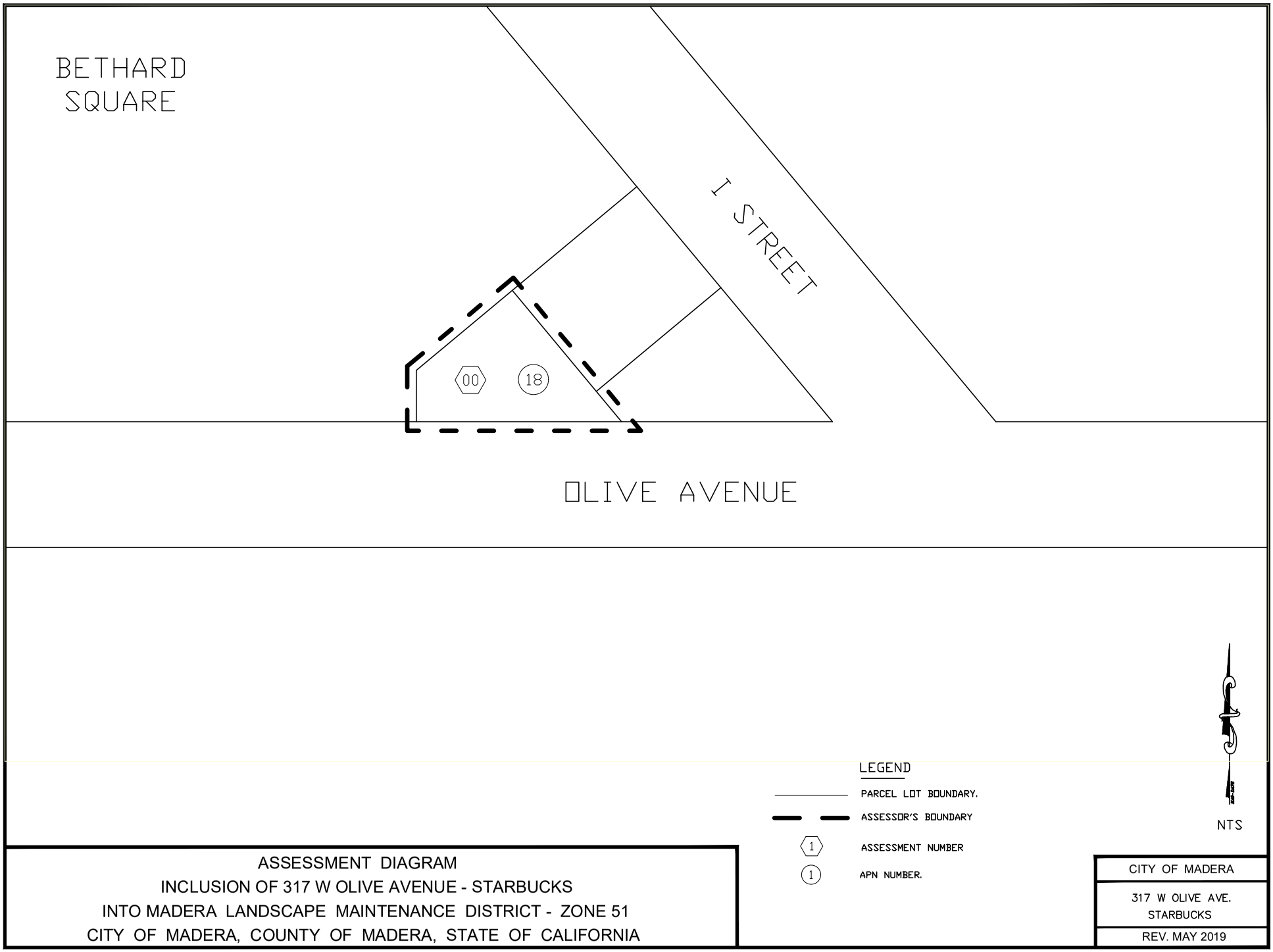
MADERA COUNTY
HEALTH AND HUMAN SERVICES

REV. MAY 2019



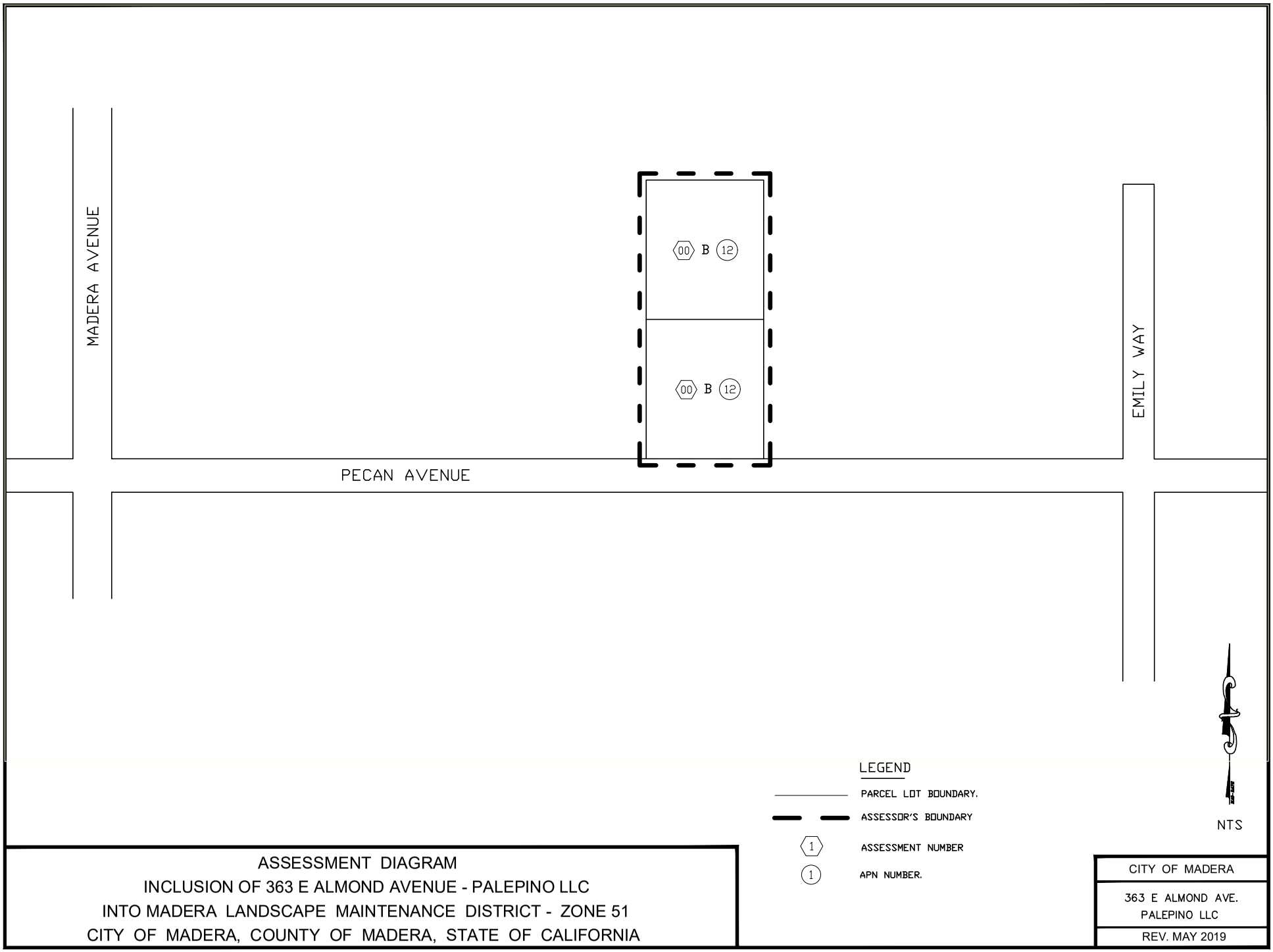
ASSESSMENT DIAGRAM
INCLUSION OF BOSTON MOTORS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
BOSTON MOTORS
REV. MAY 2019



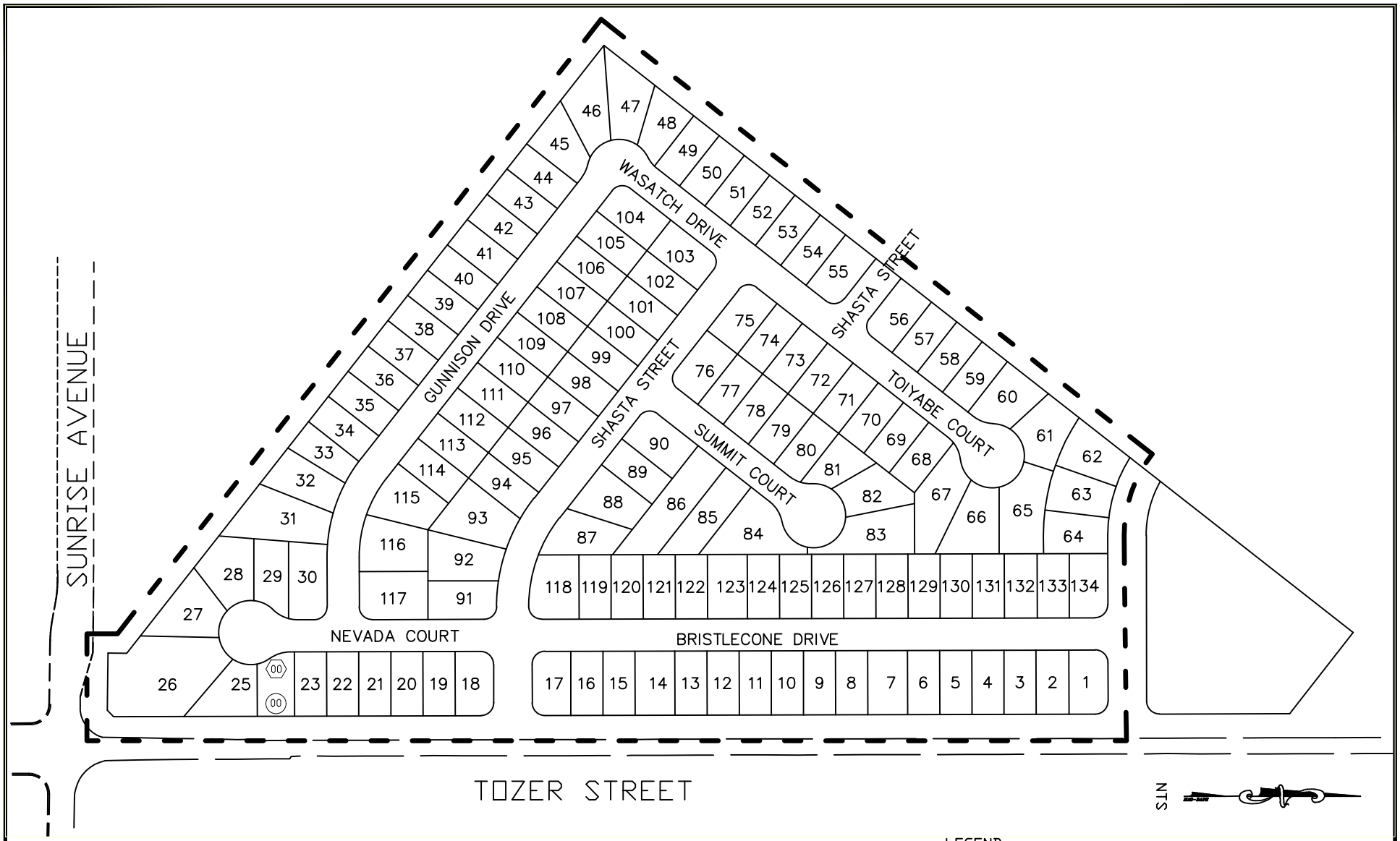
ASSESSMENT DIAGRAM
INCLUSION OF 317 W OLIVE AVENUE - STARBUCKS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
317 W OLIVE AVE. STARBUCKS
REV. MAY 2019



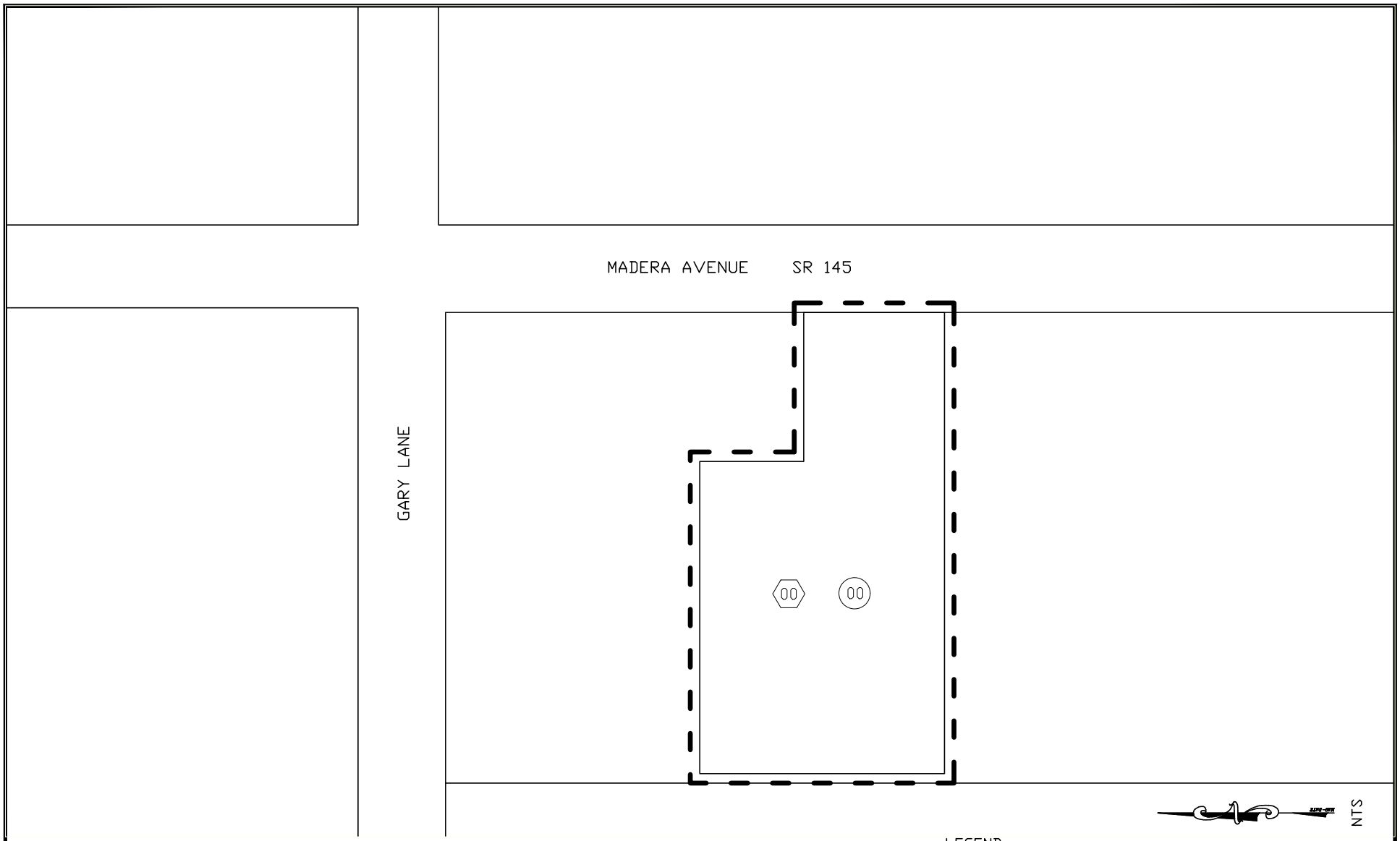
ASSESSMENT DIAGRAM
INCLUSION OF 363 E ALMOND AVENUE - PALEPINO LLC
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
363 E ALMOND AVE. PALEPINO LLC
REV. MAY 2019



ASSESSMENT DIAGRAM
INCLUSION OF CROWN TOZER SUBDIVISION 19-S-03
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

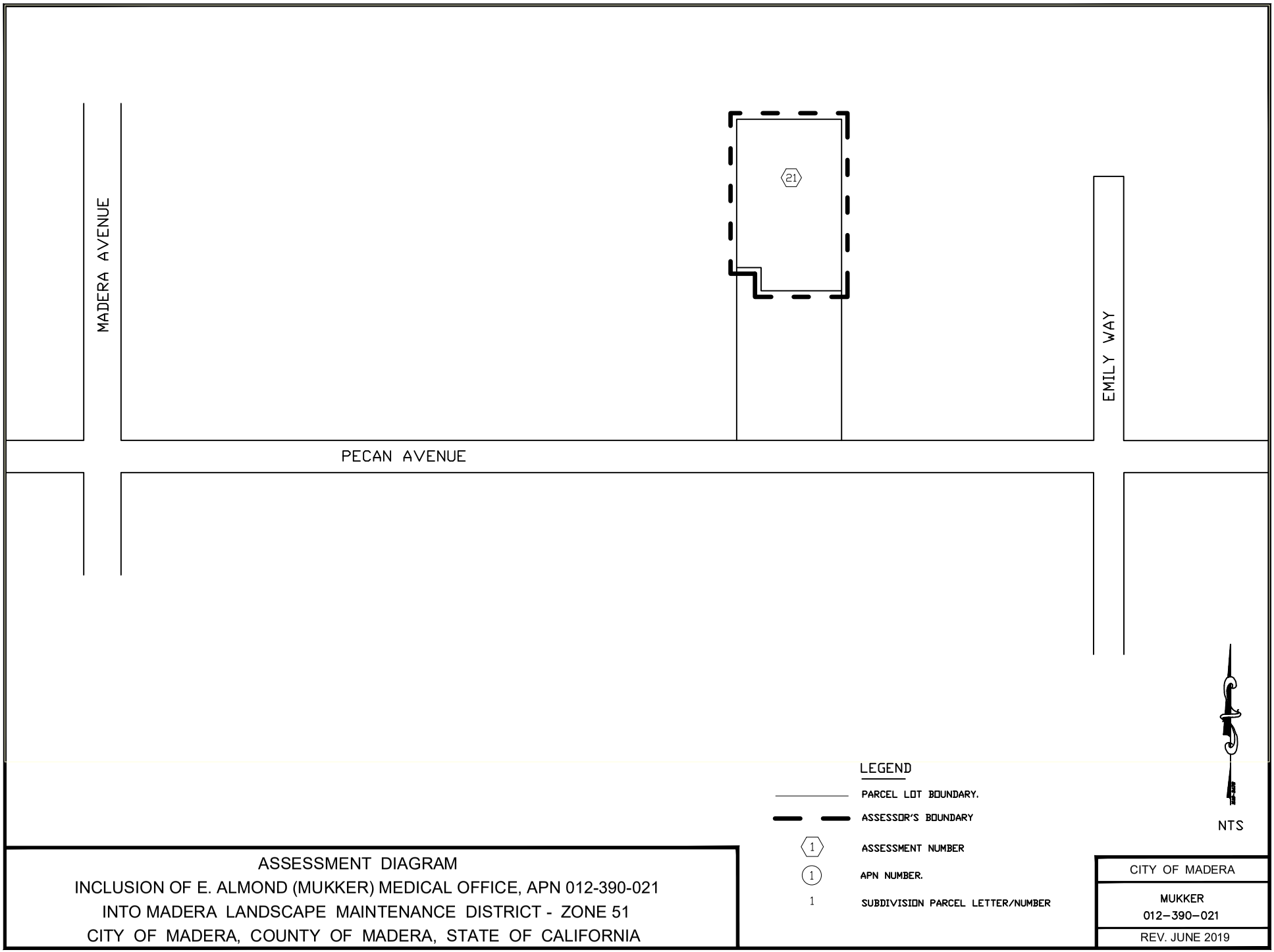
CITY OF MADERA
SUBDIVISION 19–S–03
REV. JUNE 2019



ASSESSMENT DIAGRAM
INCLUSION OF BURGER KING, 1230 MADERA AVENUE
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

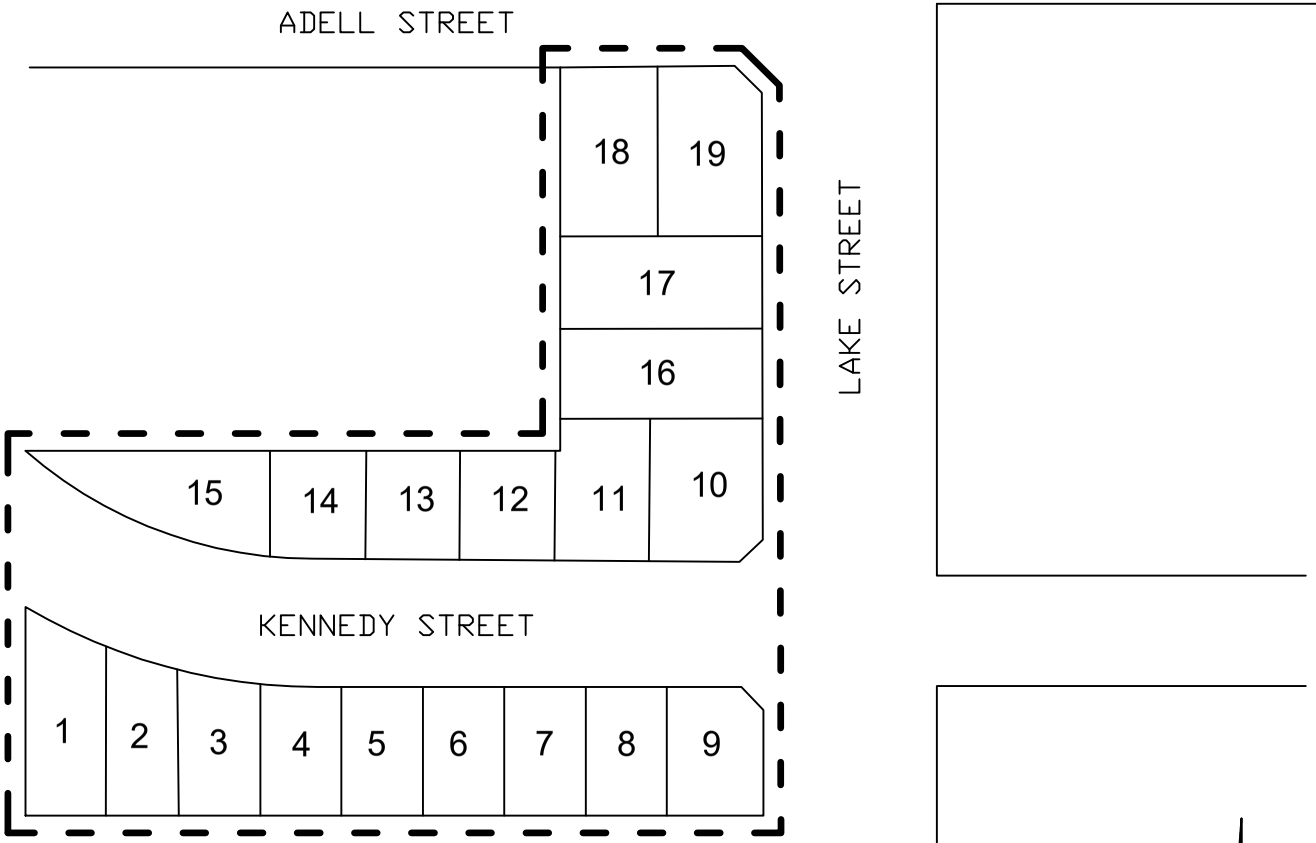
CITY OF MADERA
BURGER KING
1230 MADERA AVENUE
REV. MAY 2019

342



ASSESSMENT DIAGRAM
INCLUSION OF E. ALMOND (MUKKER) MEDICAL OFFICE, APN 012-390-021
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
MUKKER
012-390-021
REV. JUNE 2019



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

1 SUBDIVISION PARCEL LETTER/NUMBER

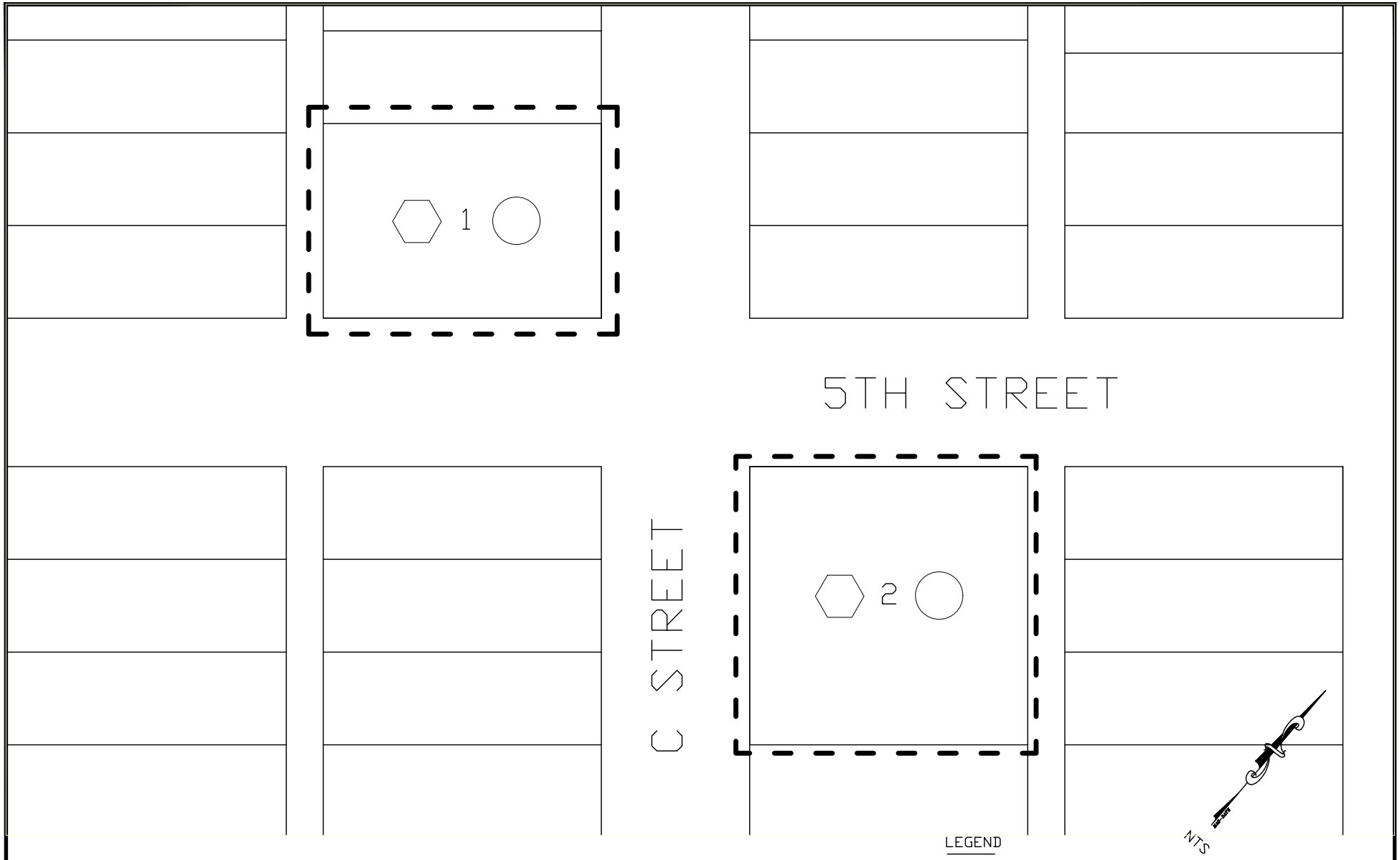
NTS

ASSESSMENT DIAGRAM
INCLUSION OF SUBDIVISION 18-S-04, CVI GROUP
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

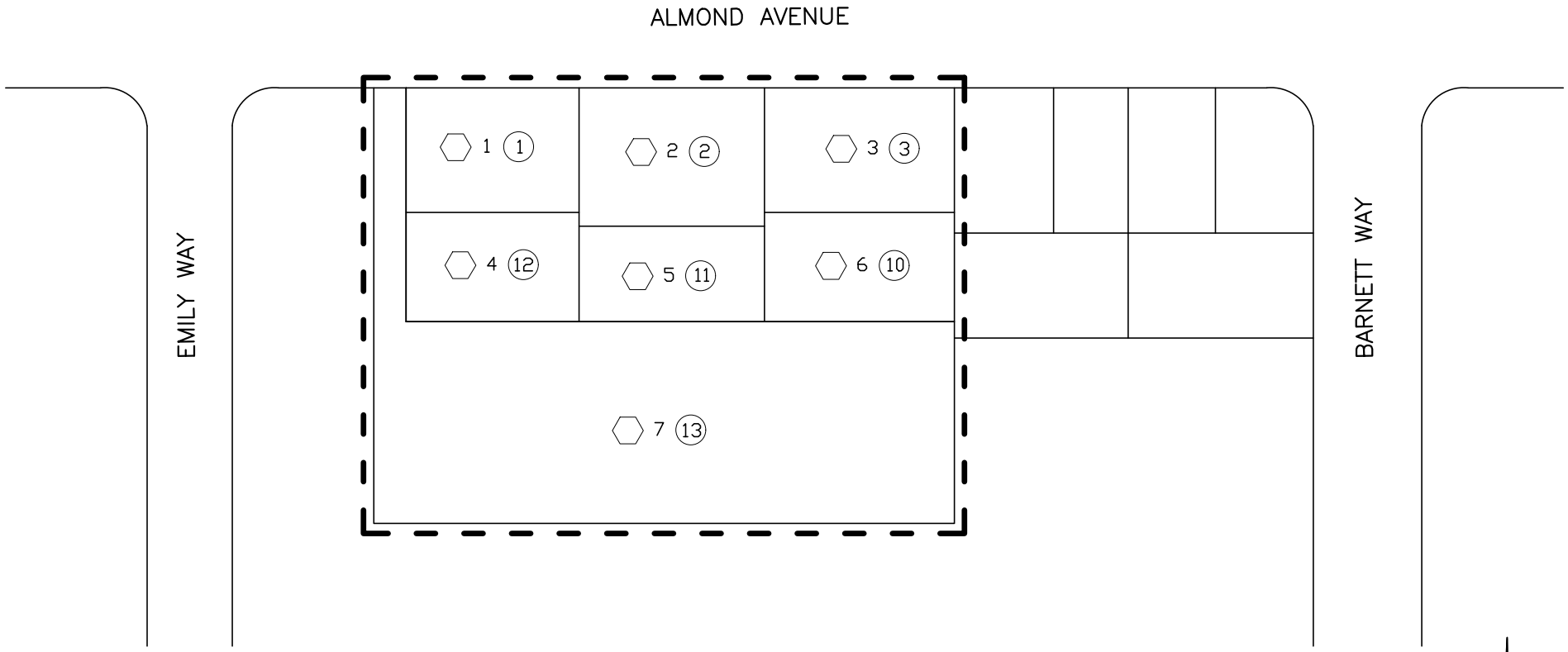
SUBDIVISION
18-S-04

REV. JUNE 2019



ASSESSMENT DIAGRAM
INCLUSION OF DOWNTOWN RESIDENTIAL - VETERANS HOUSING PROJECT
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
DOWNTOWN RESIDENTIAL VETERANS HOUSING
REV. MARCH 2020



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

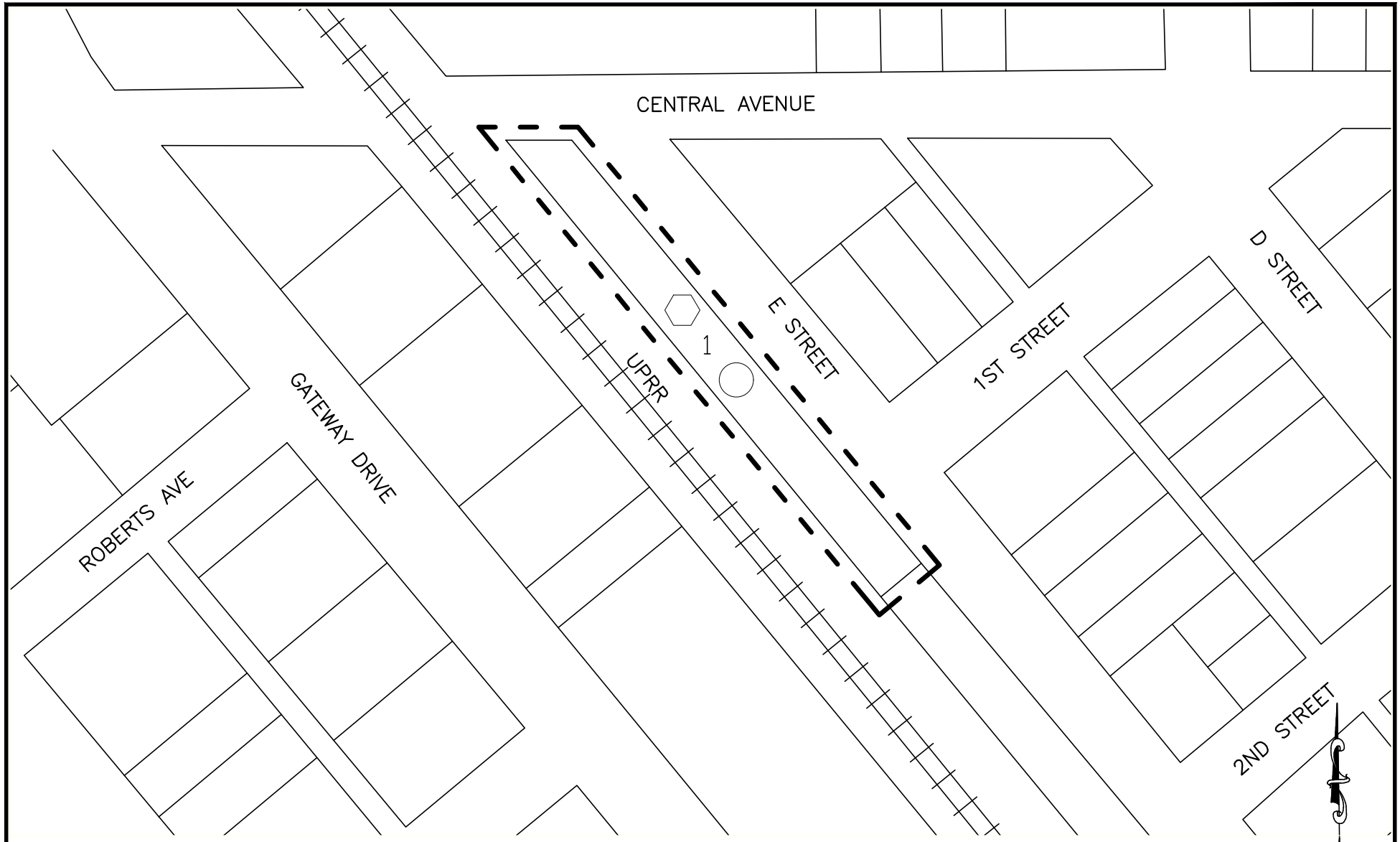
NTS

ASSESSMENT DIAGRAM
INCLUSION OF CAMARENA HEALTH - 720 E ALMOND AVE.
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

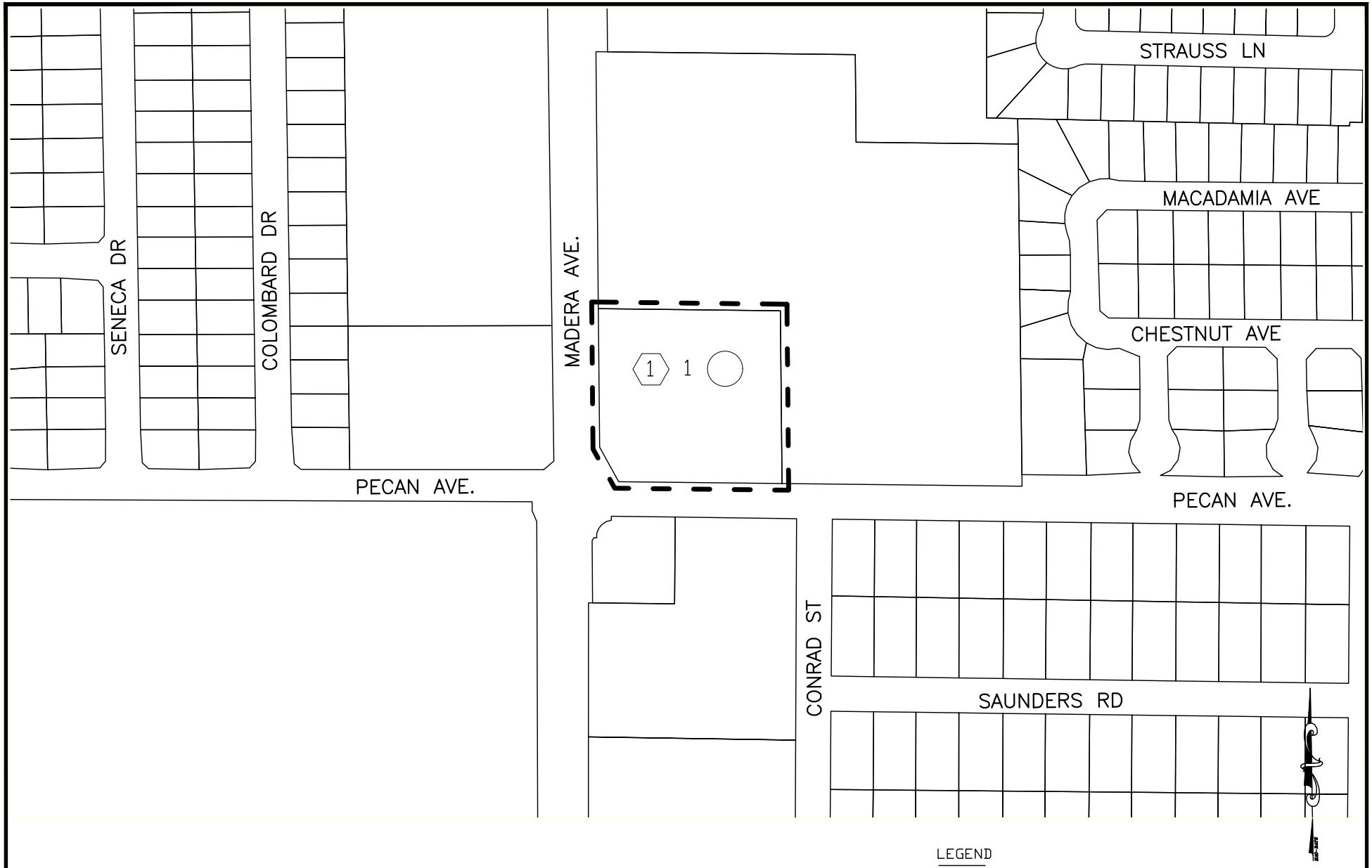
720 E ALMOND AVE.

REV. MARCH 2020



ASSESSMENT DIAGRAM
INCLUSION OF 610 N E STREET
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
610 N E STREET
REV. MARCH 2020

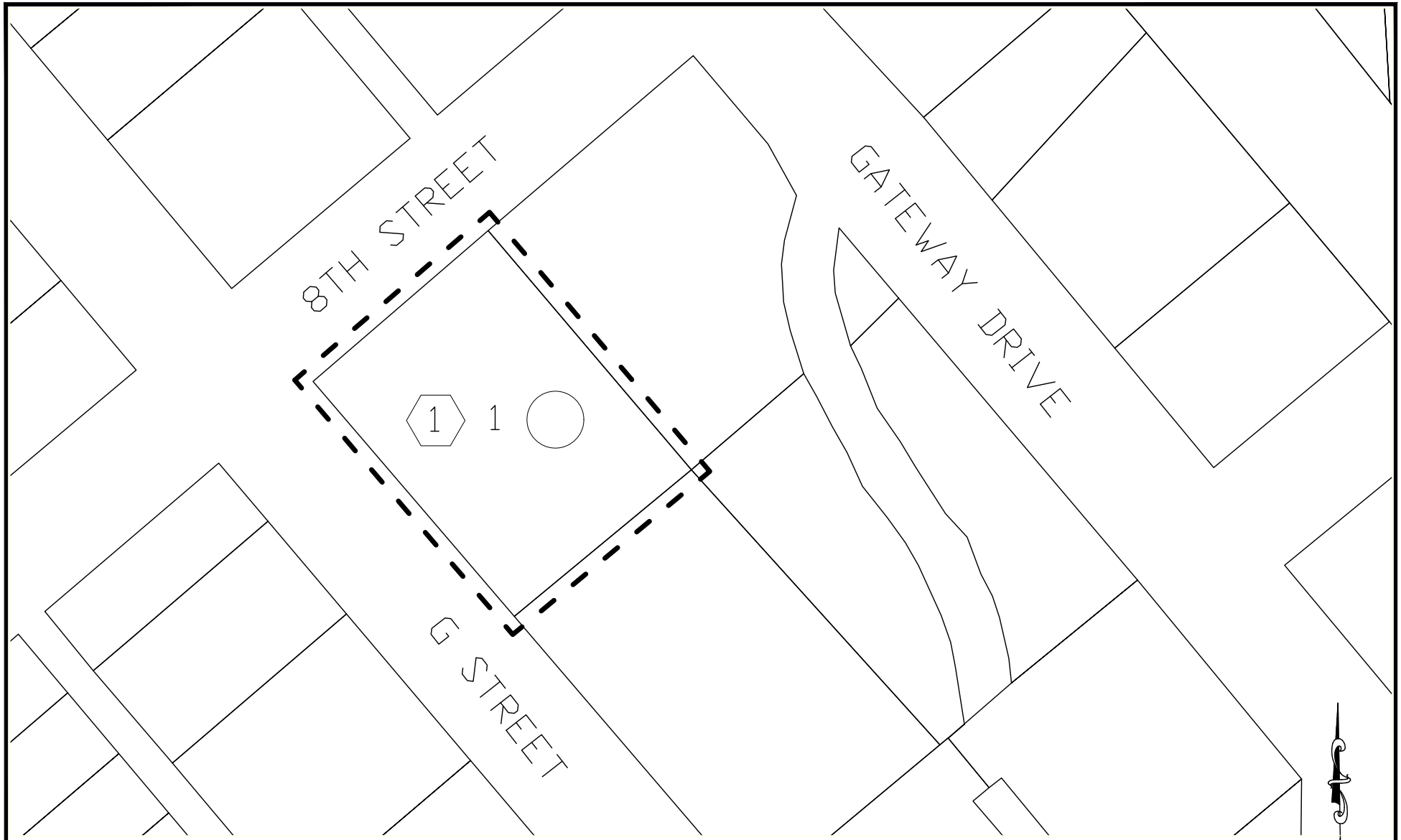


ASSESSMENT DIAGRAM
INCLUSION OF EZ TRIP GAS STA - APN 012-133-039
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

EZ TRIP GAS
1451 S MADERA AVE

REV. JAN 2022



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

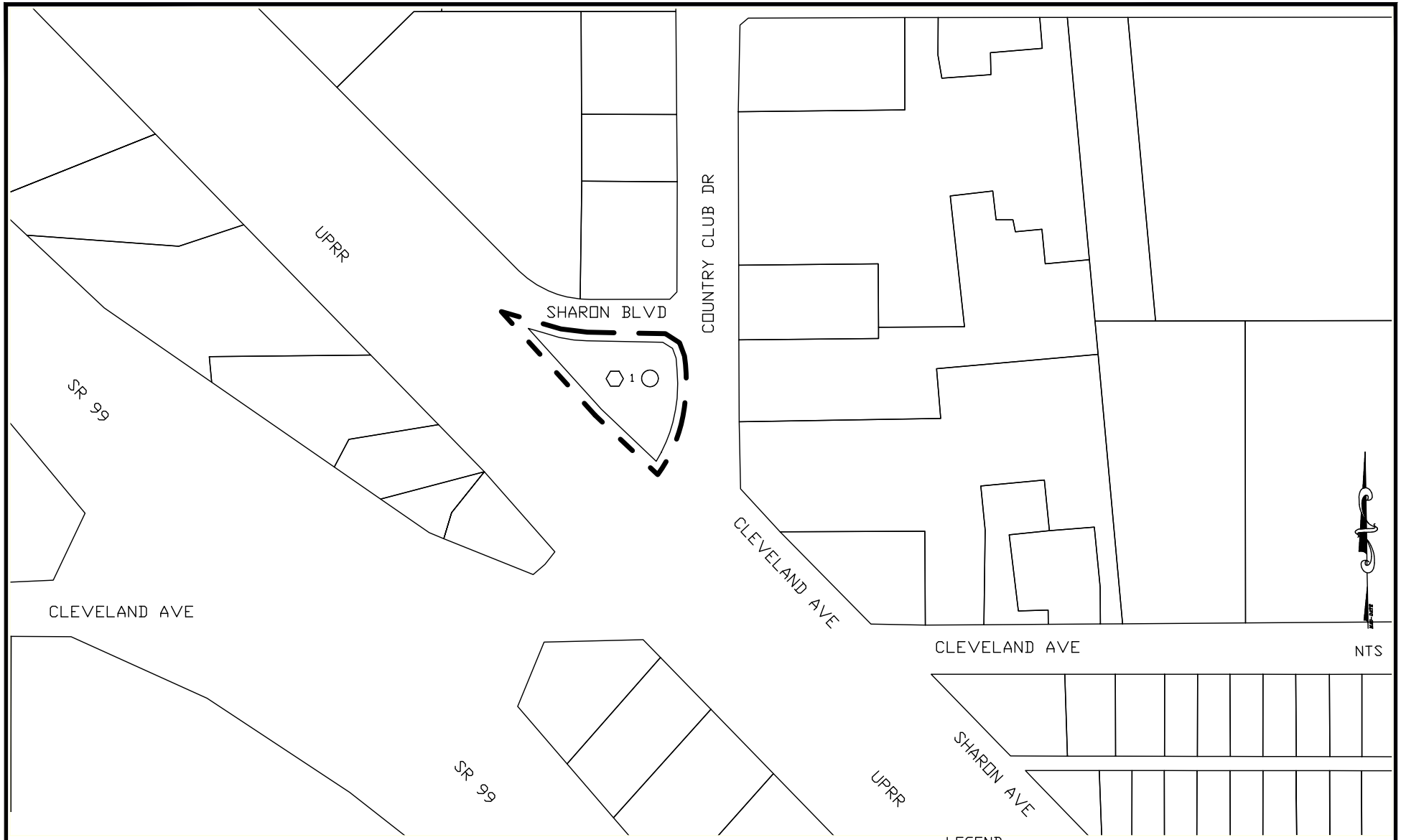
NTS

ASSESSMENT DIAGRAM
INCLUSION OF CALIBER COLLISION - APN 010-193-010
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CALIBER COLLISION
112 W 8TH ST

REV. JAN 2022

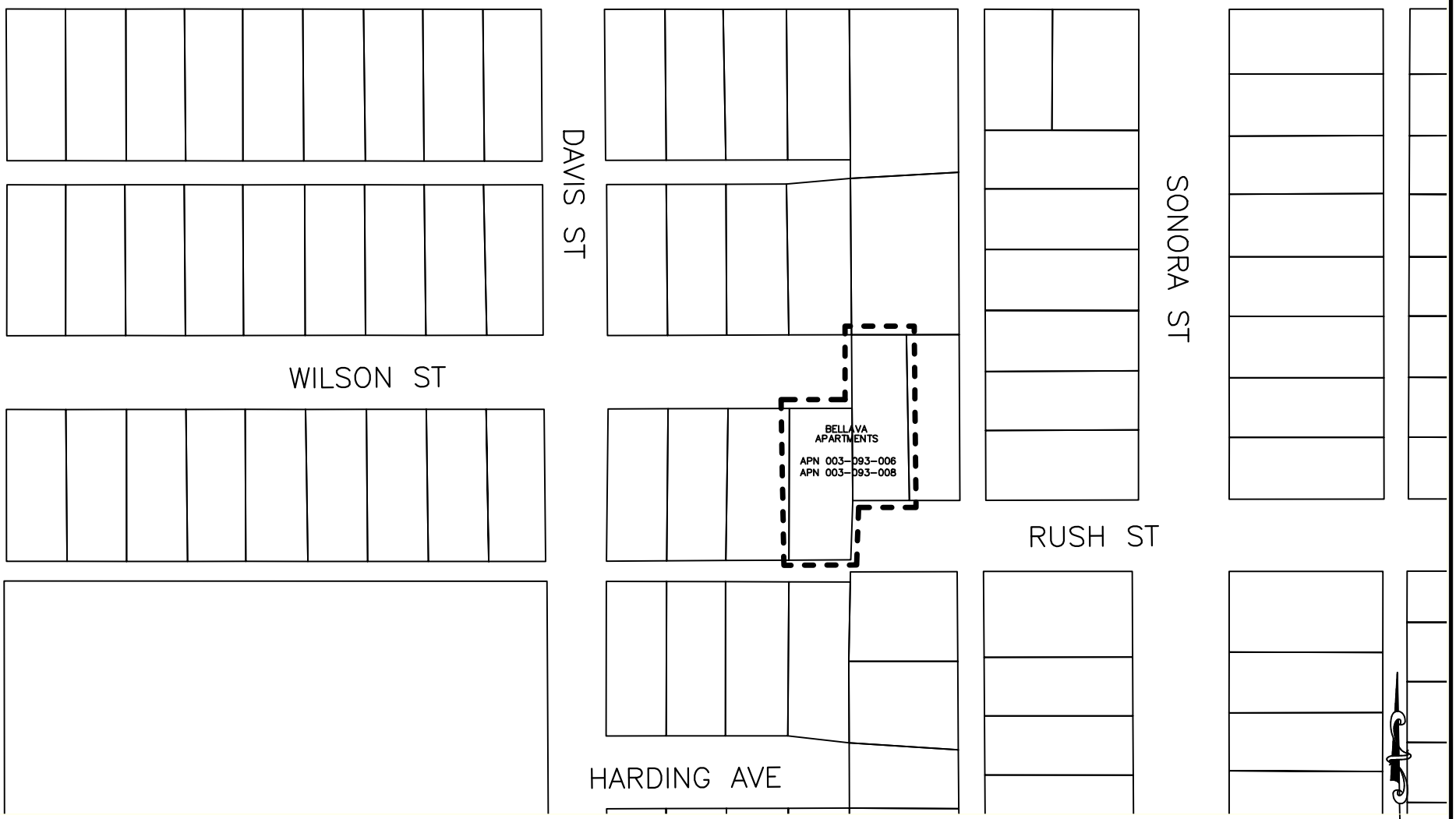


ASSESSMENT DIAGRAM
INCLUSION OF STARBUCKS - APN 003-194-012
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

STARBUCKS
1110 COUNTRY CLUB DR

REV. JAN 2022

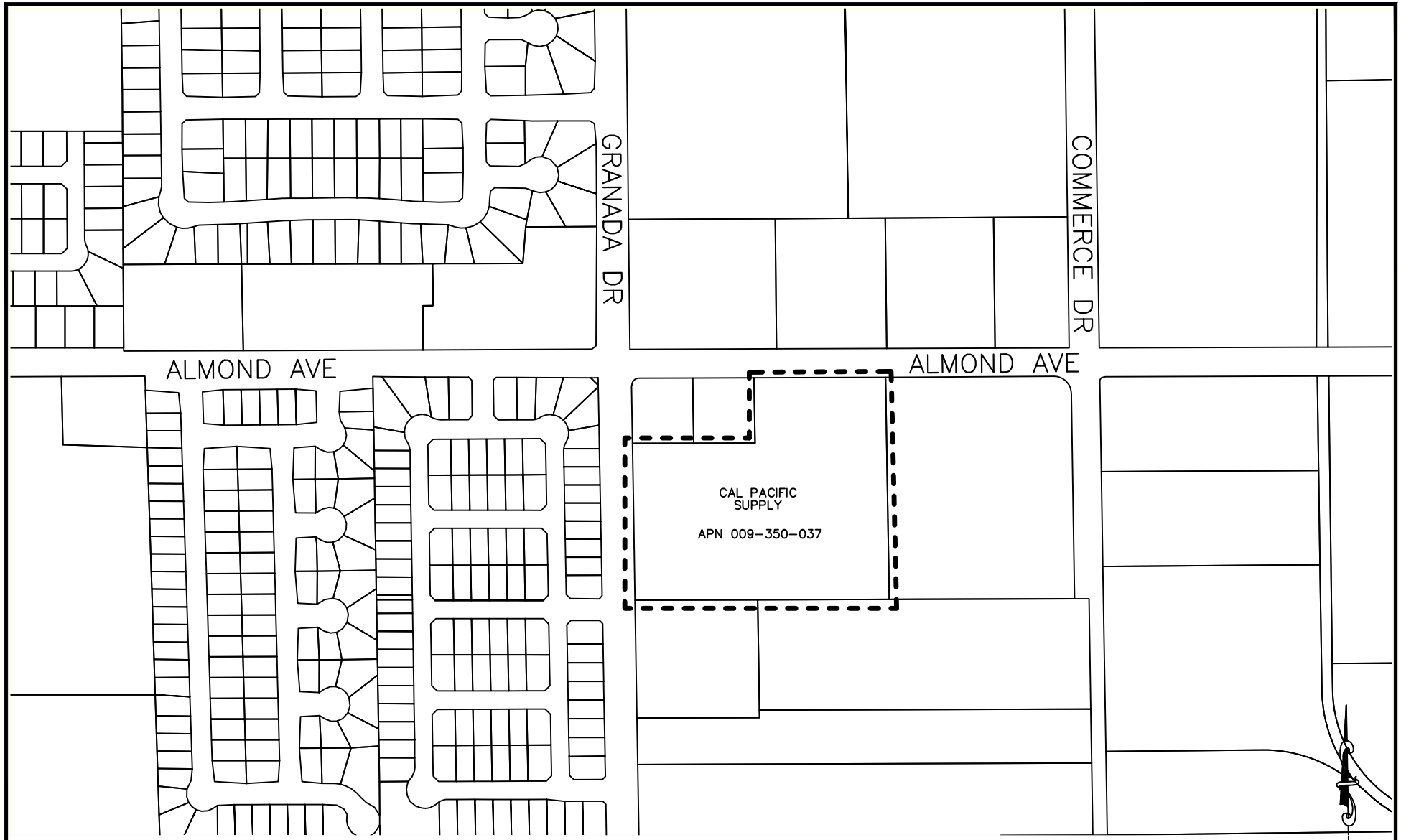


ASSESSMENT DIAGRAM
INCLUSION OF BELLAVA APARTMENTS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

BELLAVA
APARTMENTS

REV. JULY 2022

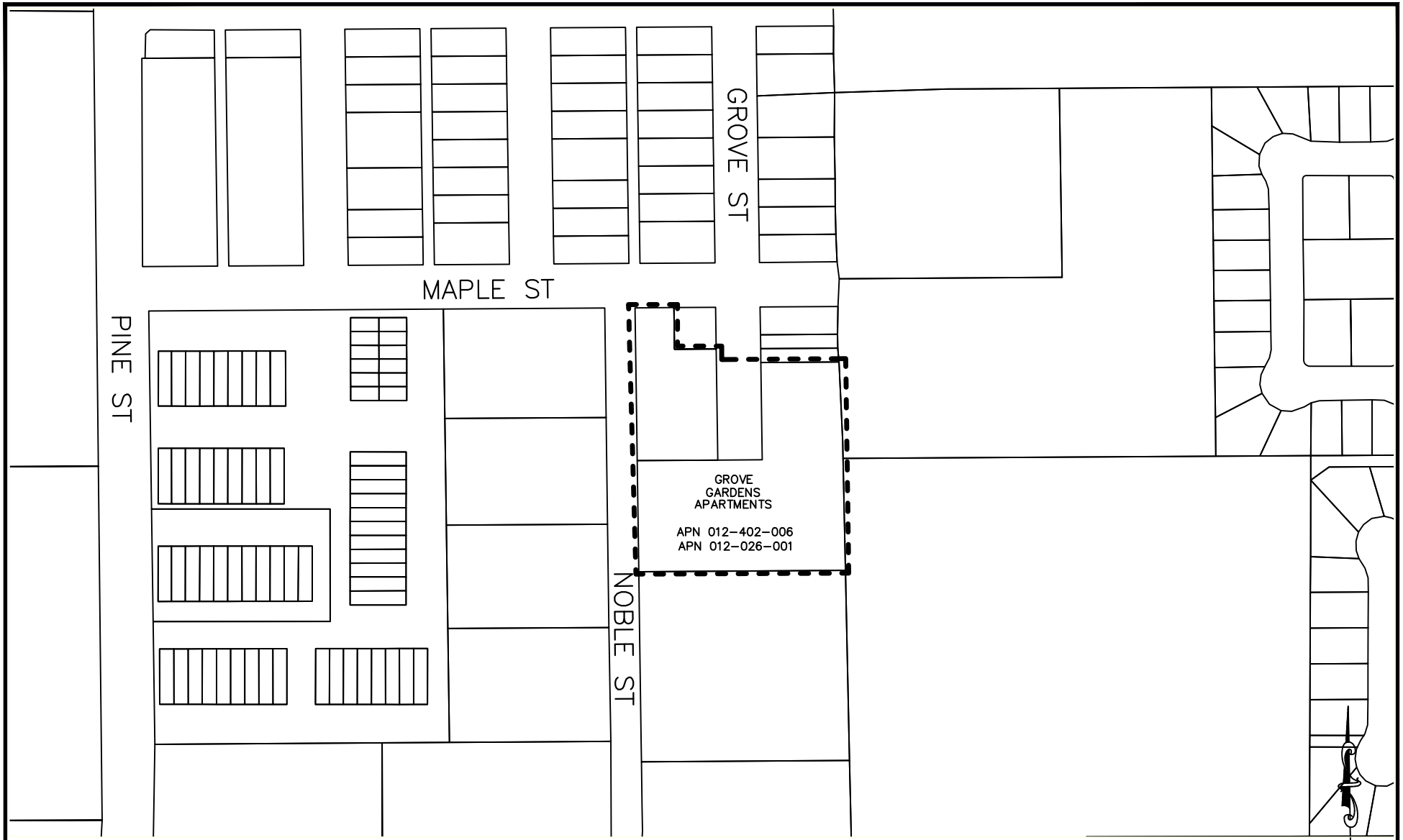


ASSESSMENT DIAGRAM
INCLUSION OF CAL PACIFIC SUPPLY
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

CAL PACIFIC
SUPPLY

REV. JULY 2022

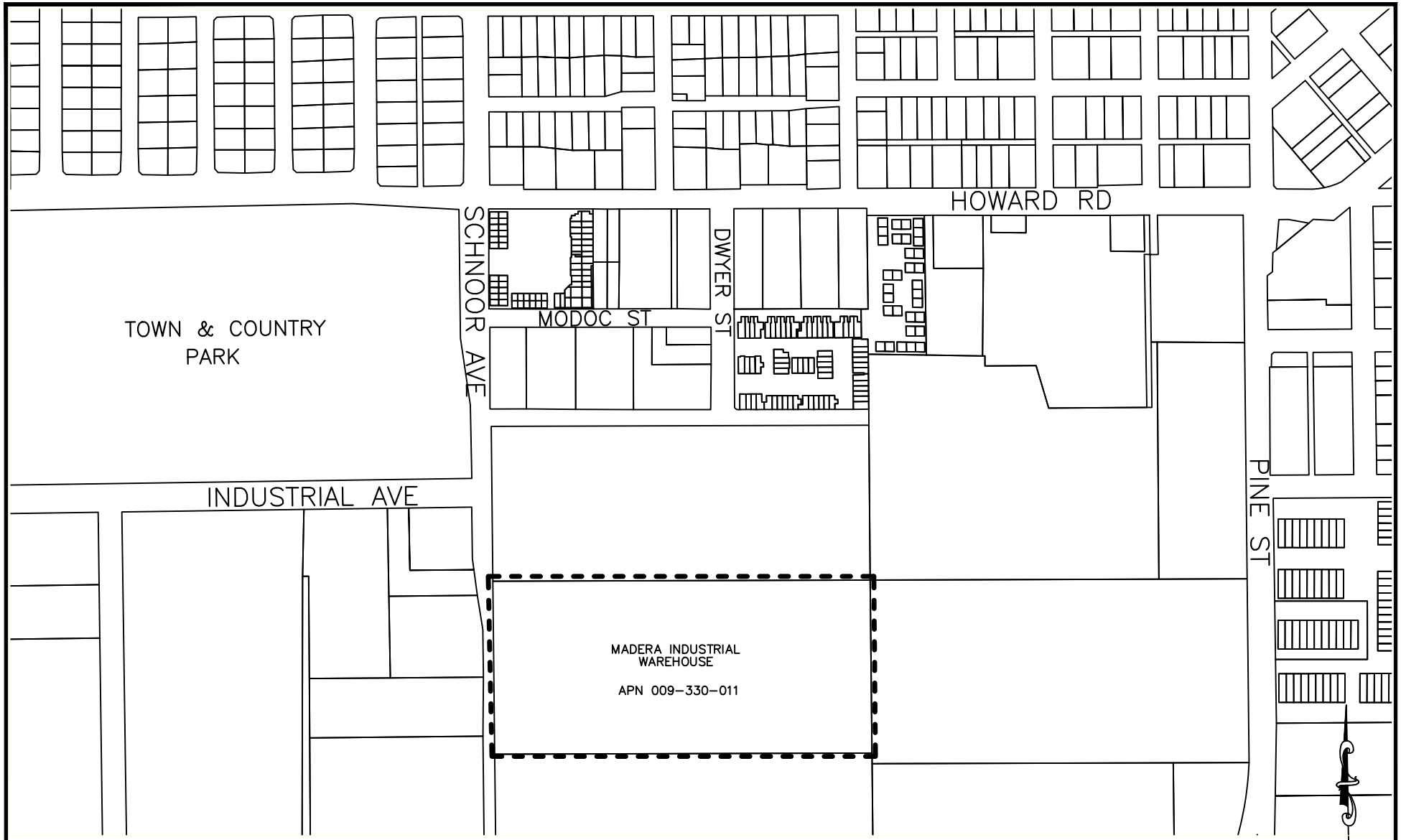


ASSESSMENT DIAGRAM
INCLUSION OF GROVE GARDEN APARTMENTS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

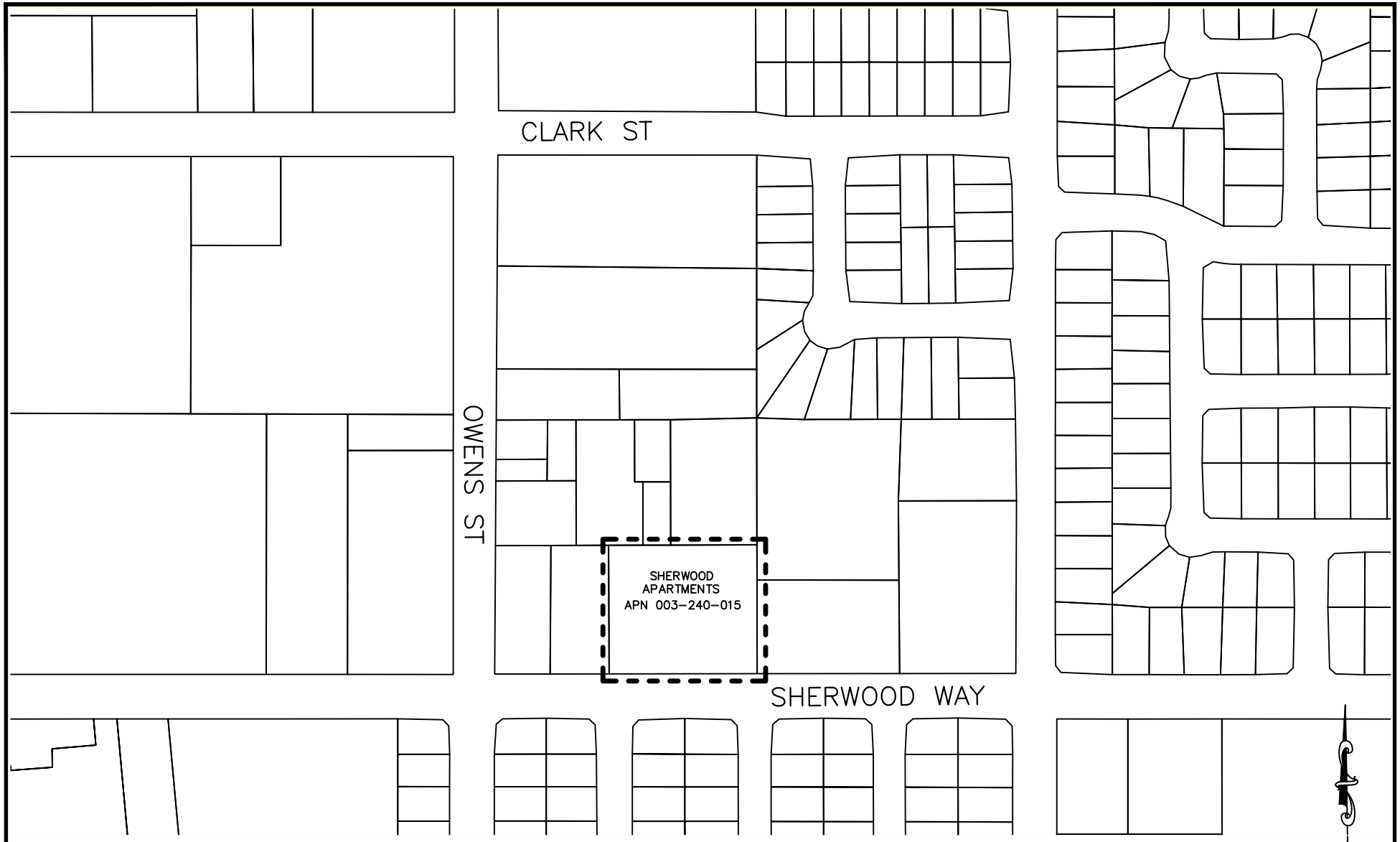
GROVE GARDEN APARTMENTS

REV. JULY 2022



ASSESSMENT DIAGRAM
INCLUSION OF MADERA INDUSTRIAL WAREHOUSE
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
MADERA INDUSTRIAL WAREHOUSE
REV. JULY 2022

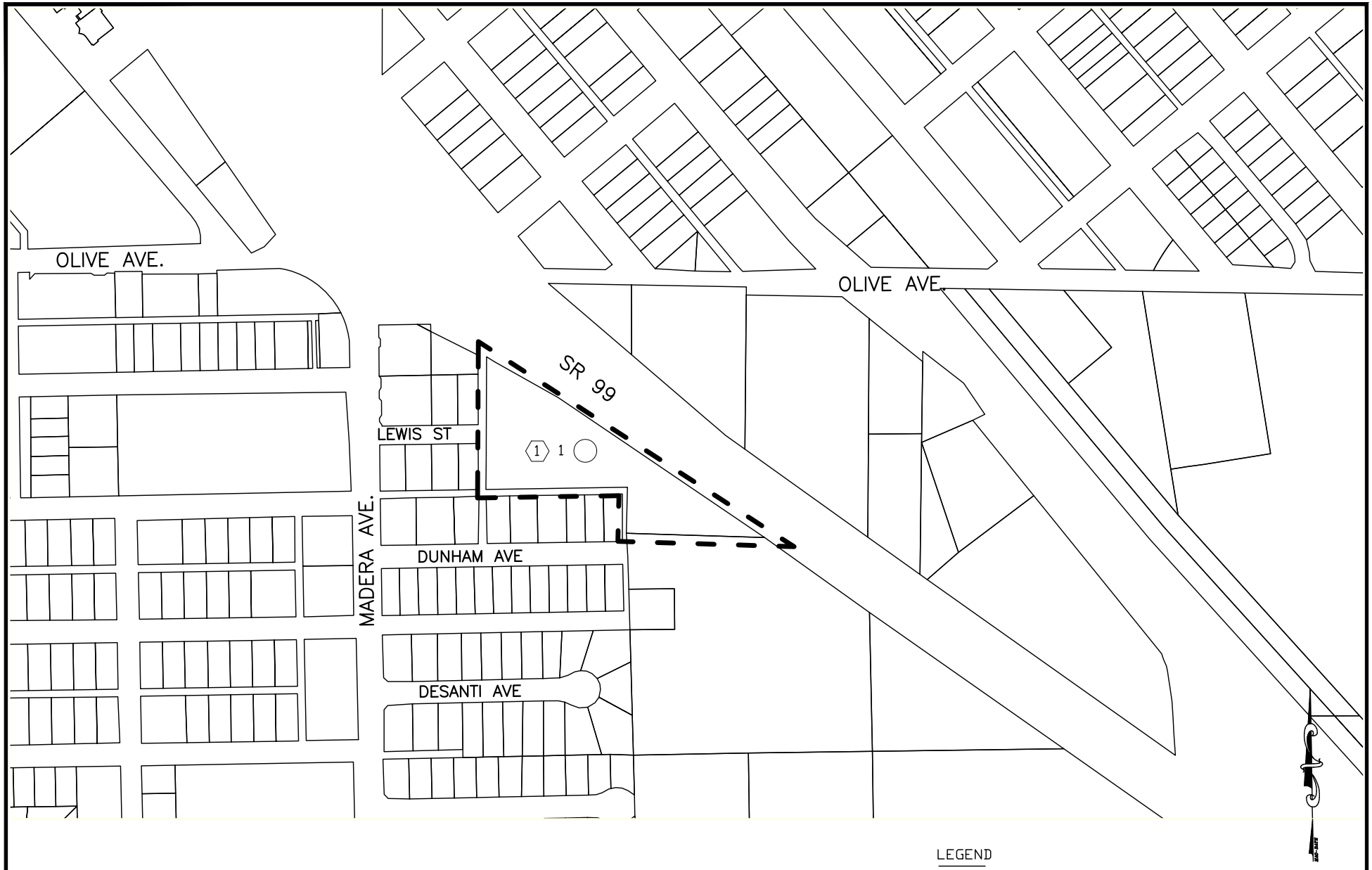


ASSESSMENT DIAGRAM
INCLUSION OF SHERWOOD APARTMENTS
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

SHERWOOD APARTMENTS

REV. JULY 2022

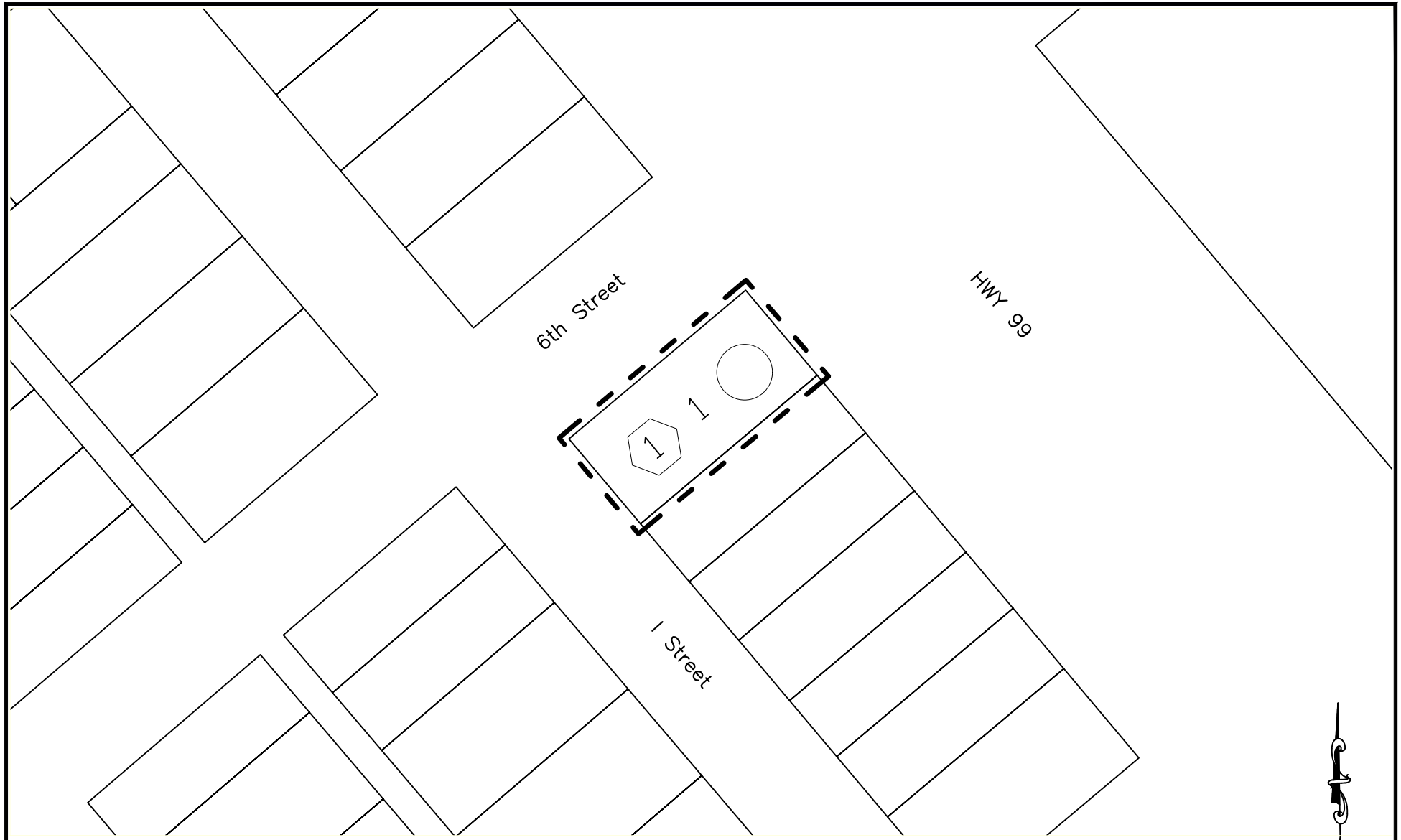


ASSESSMENT DIAGRAM
INCLUSION OF SUGAR PINE APARTMENT COMPLEX
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

SUGAR PINE
APARTMENT COMPLEX

REV. JUNE 2020



LEGEND

PARCEL LOT BOUNDARY.

ASSESSOR'S BOUNDARY

1 SUBDIVISION PARCEL LETTER/NUMBER

(1) ASSESSMENT NUMBER

(1) APN NUMBER.

NTS

ASSESSMENT DIAGRAM
INCLUSION OF 322 W 6TH STREET APARTMENT COMPLEX
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

322 W 6TH STREET
APARTMENT COMPLEX

REV. OCT. 2023

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: D-5

SUBJECT:

Contract Award for R-10 Phase III, Olive and Knox Street Widening and Intersection Improvements from Olive Avenue to Neplus Way

RECOMMENDATION:

Adopt a Resolution approving the contract award for Olive and Knox Street Widening and Intersection Improvements from Olive Avenue to Neplus Way, City Project R-000010 Phase III, in the amount of $849,331.00 to Terra West Construction, Inc and a contingency of 10 percent of the contract amount.

SUMMARY:

This project is the third phase of the larger Olive Avenue widening project from Gateway Drive to Knox Street, City Project R-000010. Phase III supports the public right of way improvements adjacent to the future James Taubert Park (Park). On May 29, 2024, the City received two bids for the Olive and Knox Street Widening and Intersection Improvements Project from Olive Avenue to Neplus Way (Project). Terra West Construction, Inc, submitted the lowest, responsive bid. Funding for the project is included in the Fiscal Year (FY) 2023/24 Capital Projects Budget.

DISCUSSION:

With the Phase III project, Olive Avenue and Knox Street will be widened to their ultimate width and a traffic signal will be installed at the intersection. The Project includes the installation of sidewalk along the Olive Street and Knox Street frontages of the Park.

Previous phases of the Olive Avenue widening project included:

- Phase I - cleared the properties purchased by the City for the Project of pre-existing improvements.

- Phase II – ongoing - is a Rule 20B utility undergrounding project to clear the roadway of utility power poles and overhead wires in advance of the widening project. This portion of the Project is pending completion of the conversion of the electrical service to the UPRR signal cabinet.

The remaining portion of the Project, which is the widening of Olive Avenue from two to four lanes from Gateway Drive to Knox Street, a traffic signal at Roosevelt Avenue and a new UPRR road crossing and signals, has suffered the loss of two City project managers thus delaying necessary coordination with UPRR for the crossing improvements.

The "Advertisement For Bids" for the Phase III Project was noticed in the Madera Tribune Newspaper on April 24, 2024. The construction and bidding documents (specifications) were uploaded to Planetbids.com as well as advertised on the City of Madera (City) website. Planetbids is an online listing service for contractors accessible from the City's website.

To determine the low bidder, bids were compared based on the Total Base Bid. The bids received are summarized by Total Base Bid in Table 1.

Table 1: *Bid Overview*

Bidder	*Total Base Bid*
1. Terra West Construction, Inc	$849,331.00
2. Witbro Inc. dba Seal Rite Paving & Grading	$1,214,066.00
Engineer's Opinion of Cost	*$782,815.00*

Terra West Construction, Inc submitted the lowest, responsive, and responsible bid that meets the contract requirements.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. This Phase III project is included in the FY 2023/24 CIP and is primarily funded with RSTP Exchange Funds.

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 widening of Olive Avenue and subsequently the James Taubert Park as well.

ATTACHMENTS:

1. Resolution approving Contract
    a. Exhibit A - Contract
2. Project Map

Attachment 1

Resolution

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE OLIVE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS, CITY PROJECT R-000010 PHASE III, AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on April 24, 2024, the City of Madera (City) Engineering Department advertised a solicitation for construction bids for the Olive and Knox Street Widening and Intersection Improvements, Olive Avenue to Neplus Way, City Project No. R-000010 Phase III, hereinafter referred to as "the Project"; and

WHEREAS, two sealed bids were received on May 29, 2024, and opened by the City Engineer; and

WHEREAS, Terra West Construction, Inc was selected as the lowest responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects (CIP) Budget for Fiscal Year 2023/24 under CIP Project R-000010; 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. The City Council (Council) has reviewed and considered all the information presented including the report to Council from the Engineering Department.

3. The City Council finds that Terra West Construction, Inc., is the lowest qualified, responsible, and responsive bidder and does hereby accept the base bid of Terra West Construction, Inc.

4. The City Council awards the base bid to Terra West Construction, Inc., with the finding it is in the best interests of the City. The City Council approves an Agreement for contract for the Project, attached as Exhibit "A", in the amount of $ 849,331.00 with Terra West Construction, Inc., and authorizes the City Manager to execute the same on behalf of the City. The City Manager is further authorized to make any non-material, technical, and clerical edits and corrections to the Agreement, including performance and payment bonds completed after the award, subject to approval as to form by City Attorney.

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

Attachment A

Advertisement for Bids

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the City Engineer of the City of Madera for the following:

"**OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS OLIVE AVENUE TO NEPLUS WAY, CITY PROJECT NO. R-000010 Phase III**"

at **428 E. Yosemite Avenue, Madera, CA 93638**, until **2:00 pm**, on **May 30, 2024** and then at said office publicly opened and read aloud.

There will be a non-mandatory pre-bid meeting on **May 14, 2024** at City of Madera, Engineering Building Conference Room, 428 E. Yosemite Avenue at **2:00 p.m.** Any prospective bidder may also attend the meeting by Zoom at
https://cityofmadera.zoom.us/j/83850577756?pwd=blG7bEN49tLFSM7sFsYXnWQuFiASbM.1
Meeting ID: 838 5057 7756, Passcode: 925791
On the same day and time. All bidders are invited to attend in person or by Zoom.

The work in general consists of widening and intersection improvements of Olive Avenue and Knox Street, to Arterial Street standards including: concrete curbs, gutters, sidewalk and ADA ramps. Street construction includes removal of existing pavements, grading of roadway subgrade, placing aggregate base, and asphalt concrete paving. Also included is the installation of a new traffic signal system including new electrical service pedestal and meter.

In accordance with the provisions of Section 3300 of the Public Contract, the general contractor for this project shall have a **Class A license**, a California State Contractor's License issued in accordance with the provisions of the Contractor's State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractor(s), of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bids. Bid securities shall be made in favor of the City of Madera.

Plans and Specifications will be posted and can be downloaded from the City's website at https://www.madera.gov/home/departments/engineering/cip/ by clicking on the link 'City of Madera's PlanetBids Vendor Portal'. Any printed hard copies of the plans, specifications, and all addenda shall be at the contractor's expense. Bidders must be registered with planetbids.com in order to receive all bid documents, and addenda.

In accordance with the provisions of Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California, securities may be substituted for non-federal monies withheld on this Project.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided by Section 1773.8 apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These wage rates are on file with the City Engineer, City of Madera, and are incorporated herein by reference.

The City Council of the City of Madera reserves the right to reject any and all bids, and to waive any and all irregularities in any bid. The City shall not assume any liability or costs incurred by Bidders should the award of contract be canceled due to lack of financing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF MADERA.

ATTEST: /s/ Alicia Gonzales
City Clerk
City of Madera

DATE: April 24, 2024

Attachment B

Information for Bidders

INFORMATION FOR BIDDERS

BIDS will be received by the City of Madera (herein called the "OWNER") at the office of the City Engineer until 2:00 p.m., on **May 30, 2024** and then at said office publicly opened and read aloud. The official bid stamp clock will be located at the Engineering Building at the above referenced address. The back-up clock is located above the front counter in the Engineering Building, should the official bid stamp clock not work.

The work in general consists of widening and intersection improvements of Olive Avenue and Knox Street, to Arterial Street standards including: concrete curbs, gutters, sidewalk and ADA ramps. Street construction includes removal of existing pavements, grading of roadway subgrade, placing aggregate base, and asphalt concrete paving. Also included is the installation of a new traffic signal system including new electrical service pedestal and meter.

Each BID must be submitted with all documents listed on the Bidder's Checklist in a sealed envelope, addressed to the OWNER at Engineering Building, located at, 428 East Yosemite Avenue, Madera, CA 93638. Each sealed envelope containing a BID must be plainly marked on the outside as bid for "**OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS, CITY PROJECT NO. R-000010 Phase III",** and the envelope should bear on the outside, the name of the BIDDER, his address, his Contractor's license number, Registration number with Department of Industrial Relations and a statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING". If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Engineering Building, 428 E. Yosemite Ave., Madera, CA 93638 and shall be clearly labeled as instructed for the enclosed BID.

All BIDS must be made on the required BID PROPOSAL forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID PROPOSAL forms must be fully completed and executed when submitted. Only one copy of the BID PROPOSAL form is required.

Contractor who has employees who will work on a City of Madera project is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (S.B. 1200; H.REP 99-1000). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Madera project.

A pre-bid meeting is scheduled for **May 14, 2024 at 2:00 pm** at City of Madera Engineering Building Conference Room, 428 E. Yosemite Avenue, Madera, CA 93638. All bidders are invited to attend and will have the opportunity to visit the project site at the end of the meeting. Any prospective bidder may also attend the meeting by Zoom at
https://cityofmadera.zoom.us/j/83850577756?pwd=blG7bEN49tLFSM7sFsYXnWQuFiASbM.1
Meeting ID: 838 5057 7756, Passcode: 925791
On the same day and time. All bidders are invited to attend in person or by Zoom.

The ENGINEER is the City Engineer of the City of Madera and the telephone number is (559) 661-5418.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period the time may be extended by mutual agreement between the OWNER and the BIDDER.

Any one or more of the following causes may be considered as sufficient for disqualification of a BIDDER and rejection of his proposal or proposals:

a. More than one proposal for the same work from an individual, partnership or corporation.
b. Evidence of collusion among BIDDERS. Participants in such collusion will receive no recognition as BIDDERS for any future work of the OWNER until such participant hall have been reinstated as a qualified BIDDER.
c. Lack of competency and adequate machinery, plant or other equipment, as may be revealed by financial statement if required.
d. For unsatisfactory performance record as shown by past work for the OWNER, judged from the standpoint of workmanship and progress.
e. Prior commitments or obligations, which in the judgment of the OWNER might hinder or prevent the prompt completion of the work.
f. Failure to pay or satisfactorily settle all payments due for labor or materials on former contracts in force with the City of Madera at the time of letting the BID.
g. Failure to comply with any qualifications regulation of the OWNER**.**
h. Omission of proposal guaranty.

A BIDDER who claims a mistake in his BID must follow the procedures in Public Contract Code Division 2, Part 1, Chapter 5, et seq. in seeking relief of his BID.

BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the DRAWINGS and SPECIFICATIONS including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER, or any person shall not affect the risks, or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a Bid Bond payable to the OWNER for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified or cashier's check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate bonding company licensed to transact such business in the State of California, with a current A.M. Best’s rating of not less than A: VII, will be required

for the faithful performance of the Contract, or as approved by the City Attorney. The Payment Bond and Performance Bond must be issued by an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

Attorneys-in-Fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement, obtain the Performance Bond and Payment Bond, and provide proof of carriage of insurance on the specified format within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The party to whom the Contract is awarded will be required to meet the insurance requirements as specified in the Contract Documents and provide proof of carriage of insurance on the specified format prior to execution of the Agreement.

The OWNER, within fifteen (15) days of receipt of acceptable Insurance Forms, Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall not relieve any BIDDER from any obligation with respect to his BID.

Pursuant to the provisions of the Public Contract Code of the State of California, each BIDDER shall set forth in his proposal the name and location of the place of business of each subcontractor who will perform work or labor or render service to the CONTRACTOR in or about the construction of the WORK in an amount in excess of 1/2 of 1% of the CONTRACTOR'S total BID, or, in the case of BIDS or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime CONTRACTOR'S total BID or ten thousand dollars ($10,000), whichever is greater, and the portion of the WORK which will be done by each subcontractor.

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the

Agreement and to complete the WORK contemplated therein. The CONTRACT will not be awarded to anyone on the debarred list of Contractors.

Bids will be compared on the basis of the TOTAL BID. Award will be made to the lowest responsible BIDDER.

A conditional or qualified BID will not be accepted.

All applicable laws, ordinances, and the rule and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Prior to beginning any work, the CONTRACTOR shall secure a City of Madera Business License at his own cost and expense.

Each Contractor and Subcontractor shall keep an accurate payroll record, 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 the public work. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

The Contractor shall forfeit to the City as a penalty $50.00 per day for each workman paid less than the rate set forth in the wage determination of the Director of Industrial Relations. The Contractor shall keep an accurate record of all personnel employed under the various classifications listing the name, classification, and hourly rate of such personnel, which record shall be made available for inspection by the owner.

At the time of award, and in accordance with the provisions of Section 3300 of the Public Contract Code, the general contractor for this project shall have a **Class 'A'** California State Contractor's License issued in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 5, Chapter 9, as amended.

No bid submitted will be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State. The Contract will not be awarded unless the CONTRACTOR has a valid license in the appropriate classification for the work performed. Failure of the bidder to obtain the required licensing for an award of Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

Department of Industrial Relations Annual Registration:

a. Pursuant to Labor Code Sections 1772 and 1771(b), all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.
b. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations.
c. Pursuant to Labor Code Section 1725.5 - no Contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations.
d. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).

e. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.
f. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
g. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a)(2) - the Contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
h. Pursuant to Labor Code Section 1773.3 - the Public Agency must file a PWC 100 Form with the DIR within 5 days of the award of a public works project. PWC Form 100 will be amended to reflect changes in contract time. The DIR will also be notified within 5 days of the completion of project.
Contact Haley Christensen, City of Madera, Labor Compliance Officer, at (559) 661-5418 regarding labor compliance, certified payroll submittals and monitoring.

In bidding on this Project, it shall be the Bidders sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s) in the Project bid.

Pursuant to Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations at www.dir.ca.gov/DLSE/Debar.html

Questions and Requests for Information/Clarification

No verbal requests or requests made in any other format will be accepted. Any questions about the RFP must be submitted electronically and individually (not in a paragraph format nor combined in a single submission) through the City's electronic bid management system (PlanetBids) at https://pbsystem.planetbids.com/portal/54016/portal-home under the "Q&A" tab. All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting through the City's electronic bid management system (PlanetBids) at https://pbsystem.planetbids.com/portal/54016/portal-home under the "Addenda/Emails" or the "Q&A" ta

Attachment C

Bid Proposal

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID PROPOSAL
BIDDER'S CHECKLIST

OLIVE AVENUE AND KNOX STREET
WIDENING AND INTERSECTION IMPROVEMENTS
OLIVE AVENUE TO NEPLUS WAY
CITY PROJECT NO. R-000010 Phase III

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

[X] 1. **BID PROPOSAL FORM** (including Bidder's Checklist and Bid Proposal Form)
[X] 2. **BID SCHEDULE**
[X] 3. **SUBCONTRACTOR LISTING** (In excess of 1/2 of 1%)
[X] 4. **BID DEPOSIT** attached to front of Proposal in the form of:
   [ ] Certified Check [ ] Bidder's Bond (Page 15)
   [ ] Cashier's Check [ ] Irrevocable Letter of Credit
   [ ] Certificate of Deposit
[X] 5. **CERTIFICATION** (Comptroller General's List)
[X] 6. **NONCOLLUSION AFFIDAVIT**
[X] 7. **PUBLIC CONTRACT CODE**
[X] 8. **DEBARMENT AND SUSPENSION CERTIFICATION**
[X] 9. **EQUAL OPPORTUNITY CERTIFICATION**
[X] 10. **ADDENDA** – Signature page of all Addenda issued

If one of the three lowest bidders, submit no later than 4:00 p.m. on the 3rd business day after bid opening:

[X] 11. **LETTER FROM BIDDER THAT BIDDER WILL PERFORM NOT LESS THAN 30% OF THE TOTAL NET BID AMOUNT (ORIGINAL CONTRACT PRICE)**, excluding specialty items designated by the City on the bid proposal, Page 15, to be submitted within three working days from the date of the bid opening.

SUBMITTED BY:

Name of Company _____ Contact Name _____

Address _____ City _____ State _____ Zip _____

Phone No._____ Fax No._____

Documents required on the checklist but not included in the bid package may render your bid non-responsive and ineligible for award. Bids received by the City of Madera by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID PROPOSAL FORM

OLIVE AVENUE AND KNOX STREET
WIDENING AND INTERSECTION IMPROVEMENTS
OLIVE AVENUE TO NEPLUS WAY
CITY PROJECT NO. R-000010 Phase III

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all work required for "**WIDENING AND INTERSECTION IMPROVEMENTS – OLIVE AVENUE AND KNOX STREET, PHASE-3, CITY PROJECT NO. R-000010 (Ph. 3)**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT in **One Hundred Twenty (120) Calendar Days**

BIDDER further agrees to pay as liquidated damages, the sum of **$3,600** for each consecutive calendar day thereafter, as provided in Section 1-17 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 2024
No. _____, dated _____, 2024
No. _____, dated _____, 2024

The undersigned, as BIDDER, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the BIDDER has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plan therein referred to; and he proposes and agrees if this proposal is accepted, that the BIDDER will contract with the City of Madera to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and according to the requirements of the OWNER as therein set forth, and that he will take in full payment therefor the following prices, to wit:

Attachment D

Bid Bond

BIDDER'S NAME: _____
(Submit with Bid Proposal)

BID BOND

KNOWN ALL MEN BY THESE PRESENT, that we, the undersigned, _____ _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 2024. The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

OLIVE AVENUE AND KNOX STREET
WIDENING AND INTERSECTION IMPROVEMENTS
OLIVE AVENUE TO NEPLUS WAY

CITY PROJECT NO. R-000010 Phase III

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.) By_____
Principal

_____
Surety

By: _____
(Seal and Notarial Acknowledge of Surety)

Attachment E

Agreement

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, between the City of Madera, hereinafter called "**OWNER",** and _____, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "WIDENING AND INTERSECTION IMPROVEMENTS – OLIVE AVENUE AND KNOX STREET, PHASE-3, CITY PROJECT NO. R-000010 (Ph. 3)"

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 $_____, 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 "OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS – OLIVE AVENUE TO NEPLUS WAY, CITY PROJECT NO. R-000010 PHASE III" **-** APRIL 2024

   Addenda Nos. _____, dated _____
   Addenda Nos. _____, dated _____
   Addenda Nos. _____, dated _____

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 Thirty Six Hundred Dollars ($3,600)** 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.

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 35-37** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **[Name of Successful Bidder]**. 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, **[Name of Successful Bidder]** 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 **[Name of Successful Bidder]**;
2. A failure by **[Name of Successful Bidder]**to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **[Name of Successful Bidder]** to City.

In no event shall any payment by City or acceptance by **[Name of Successful Bidder]** 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 **[Name of Successful Bidder]** the repayment to City of any funds disbursed to **[Name of Successful Bidder]** 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 Ave.
Madera, Ca 93638

To the Contractor **[Name of Successful Bidder]**

Notices. All notices and communications from the **[Name of Successful Bidder]** 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 **[Name of Successful Bidder]** 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 **[Name of Successful Bidder]** 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 **[Name of Successful Bidder]** in connection to the Project and correctly sets forth the obligations of the City and **[Name of Successful Bidder]** 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.

29. Assignment-Neither the **[Name of Successful Bidder]** nor City will assign its interest in this Agreement without the written consent of the other.

30. During the performance of this agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

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

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

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____

DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____,2024 before me, _____
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment F

Payment Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

428 East Yosemite Avenue, Madera CA 93638
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents, and also by the provisions of Part 2, Title 14, Chapter 2 of the California Code of Civil Procedure (Section 995.010, et seq.) and of Section 3247, et seq. of the California Civil Code.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of ____, 2024 a copy of which is hereto attached and made a part hereof for the construction of:

"WIDENING AND INTERSECTION IMPROVEMENTS – OLIVE AVENUE AND KNOX STREET PHASE-3, CITY PROJECT NO. R-000010 (Ph. 3)"

NOW, THEREFORE, if the Principal and all subcontractors shall promptly make payment to all mechanics, material men, contractors, subcontractors, lessors of equipment, artisans, architects, registered engineers, licensed land surveyors, machinists, builders, teamsters and laymen and all persons and laborers of every class performing labor upon or bestowing skill or necessary services on or furnishing materials or leasing equipment to be used or consumed in or furnishing appliances, teams or power contributing to the work described in the above mentioned contract, and to any other persons named in Section 3181 of the California Civil Code, and of amounts due under the Employment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance code, with respect to such work and labor, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that this obligation shall inure to the benefit of all persons named in Section 3181 of the California Civil code, and all such claimants and their assigns shall have a right of action in any suit brought upon this bond.

PROVIDED FURTHER, that no suit, action or other proceeding to recover on this bond shall be maintained unless commenced within six (6) months from the completion of the work described in the above mentioned contract, as “completion” is defined in Section 3086 of the California Civil Code.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract of accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

ATTEST: _____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

Attachment G

Performance Bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter call Surety, are held and firmly bound unto

City of Madera
(Name of Owner)

428 East Yosemite Avenue, Madera, CA 93638
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 2024 a copy of which is hereto attached and made a part hereof for the construction of:

" OLIVE AVENUE AND KNOX STREET
WIDENING AND INTERSECTION IMPROVEMENTS
OLIVE AVENUE TO NEPLUS WAY
CITY PROJECT NO. R-000010 Phase III"

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in THREE counterparts, each one of which shall be deemed an original, this the _____ day _____ 2024.

ATTEST:_____
Principal

BY: _____(s) _____
(Principal) Secretary

(Seal)

_____ _____
(Witness as to Principal) (Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ BY: _____
Witness as to Surety Attorney in Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

Attachment H

Insurance Requirements for Contractors

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope and Limits of Insurance

- Contractor shall maintain limits no less than: $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss.

Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

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

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

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

Attachment I

Section 1, General Conditions

SECTION 1

GENERAL CONDITIONS

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SECTION 1

GENERAL CONDITIONS

1-1 DEFINITIONS - Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

AASHTO - American Association of State Highway and Transportation Officials, current designation as of the Bid date unless otherwise indicated.

ACCEPTANCE - Project approved by Resolution or Minute Order of City Council of Madera.

ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

ANSI - American National Standards Institute, current designation as of the Bid date unless otherwise.

ASME - American Society of Mechanical Engineers, current designation as of the Bid date unless otherwise indicated.

ASTM - American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA - American Water Works Association, current designation as of the Bid date unless otherwise specified.

BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

BIDDER - Any person, firm or corporation submitting a BID for the WORK.

BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

BUSINESS LICENSE - A City of Madera Business License required for payment of the business tax based on gross receipts.

CALENDAR DAY - Each and every day of the year, including weekends and holidays.

CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS so that the PROJECT or specified part can be utilized; or the purposes for which it is intended.

CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, BID, including Bid Representations and Certifications, Bid Bond, Agreement,

Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, General Conditions, Special Conditions, SPECIFICATIONS, DRAWINGS AND ADDENDA.

CONTRACT PRICE - The total moneys payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

DRAWINGS - The part of the CONTRACT DOCUMENTS which shows the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY ENGINEER.

ENGINEER - The City Engineer of the City of Madera, California

FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

IEEE - Institute of Electrical and Electronics Engineers, current designation as of the Bid date unless otherwise indicated.

NEC - National Electric Code, current designation as of the Bid date, unless otherwise indicated.

NEMA - National Electrical Manufacturers Association, current designation as of the Bid date unless otherwise indicated.

NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

OWNER - The City of Madera, for whom the WORK is to be performed.

PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, supplier or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

SJVAPCD - San Joaquin Valley Air Pollution Control District

SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

STATE STANDARD SPECIFICATIONS - State of California, Department of Transportation Standard Specifications, 2018 Edition. Metric units shall be converted to English unit equivalents where applicable.

CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS - FHWA's MUTCD 2023 Edition, as approved for use in California.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

SWPPP - Storm Water Pollution Prevention Plan on file with the City Engineer.

UNI - Uni-Bell Plastic Pipe Association, current designation as of the Bid date unless otherwise specified.

WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

1-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS - The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

1-3 SCHEDULES, REPORTS AND RECORDS - The CONTRACTOR shall submit to the OWNER such schedules, reports, records and other data as the OWNER may request concerning WORK performed or to be performed. Prior to the first partial payment estimate, the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK. The CONTRACTOR shall not be entitled to any payment until he has submitted the schedule, reports and records required under this Section. The CONTRACTOR shall revise or update the schedule whenever requested to do so by the ENGINEER.

1-4 DRAWINGS AND SPECIFICATIONS - The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the

CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS. Any discrepancies found between the DRAWINGS AND SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

The OWNER will furnish to the CONTRACTOR, free of charge, all copies of DRAWINGS AND SPECIFICATIONS reasonably necessary for the execution of the WORK. The CONTRACTOR shall keep one copy of all current DRAWINGS AND SPECIFICATIONS on the job site, in good order, available to the ENGINEER and his representatives.

ALL DRAWINGS, SPECIFICATIONS, and copies thereof furnished by the OWNER are the property of the ENGINEER. They are not to be used on other work, and, with the exception of the signed Contract set, are to be returned to the ENGINEER on request, at the completion of the WORK.

1-5 PRECEDENCE OF CONTRACT DOCUMENTS - The order of precedence of documents shall be:

1. Rules and Regulations of State Agencies relating to the source of funds for a project.
2. Permits from other agencies as may be required by law.
3. Supplemental Agreements, Change Orders, or Contract, the one dated later having precedence over another dated earlier.
4. Special Conditions.
5. General Conditions.
6. Technical Specifications.
7. Plans.
8. Standard specifications.
9. Standard Plans.

Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

Whenever any conflict appears in any portions of the contract, it shall be resolved by application of the order of precedence.

1-6 SHOP DRAWINGS - The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. For each item where a SHOP DRAWING is required, the CONTRACTOR shall submit a minimum of six (6) prints. The ENGINEER shall promptly review all SHOP DRAWINGS and retain three sets after his review. All additional copies shall be returned to the CONTRACTOR. If the CONTRACTOR requires more than three prints returned, he shall accordingly increase the number of prints submitted to the ENGINEER. The ENGINEER'S review of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The review of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been reviewed by the ENGINEER. A copy of each SHOP DRAWING and each sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

1-7 MATERIALS, SERVICES AND FACILITIES - It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and reviewed by the ENGINEER.

Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or any SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

1-8 INSPECTION AND TESTING - All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. No work requiring material testing or material inspection shall be performed on Saturdays, Sundays, or City-designated holidays.

All initial compaction and materials tests shall be performed at no expense to the CONTRACTOR. The cost of each subsequent retest shall be paid for by the CONTRACTOR if the first tests fail to meet the required relative compaction or specified strength. Additional materials testing shall be performed by the OWNER at the CONTRACTOR's expense as described in the various sections of the Technical Specifications.

The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any WORK to be inspected, tested, approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will furnish the ENGINEER the required certificates of inspection, testing or approval.

Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of the OWNER and appropriate Federal or State agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

If any WORK has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

1-9 SUBSTITUTIONS - Wherever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

1-10 PATENTS - The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

1-11 SURVEYS, PERMITS AND REGULATIONS - Control staking by the ENGINEER is limited to providing a reference line and temporary or permanent benchmarks for the CONTRACTOR’s use in staking the project to conform to the plans. Center line monuments will be referenced by the ENGINEER to facilitate replacement after the job is completed. Where possible, center line monuments and all other survey monuments in or adjacent to the project shall be preserved. The cost of replacement of monuments, which in the opinion of the ENGINEER need not have been destroyed, shall be deducted from the moneys due or to become due the Contractor for this project. Supplementary construction staking information to be provided by

the ENGINEER shall consist of electronic drawing files in the AUTOCAD format currently in use by the Design Engineer.

When monuments exist that control the location of boundaries, roads, streets, or provide survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets or other rights-of-way are improved or reconstructed and a corner record or record of survey of the references shall be filed with the County Surveyor. They shall be reset in the surface of the new construction in the manner shown on the DRAWINGS to perpetuate their location and a corner record or record of survey shall be filed with the County Surveyor prior to the recording of a Certificate of Completion for the project. It shall be the responsibility of the CONTRACTOR to provide for the monumentation required by this section.

All construction staking shall be the responsibility of the CONTRACTOR. Construction staking costs shall be included in the unit price of the various items of work and no additional monies shall be paid.

Reference lines and marks set by the ENGINEER shall be carefully preserved by the CONTRACTOR. In case such references or markings are destroyed or damaged by reason of the CONTRACTOR's operations, the cost of restoring them will be deducted from any moneys due or to become due the CONTRACTOR. Unless otherwise shown, all measurements and elevations on the plans are in feet and decimals of a foot.

The CONTRACTOR shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the WORK to avoid errors in construction. The CONTRACTOR shall be responsible for proper dimensions and fittings of all items of WORK being performed by him. Should any discrepancy be found in lines, dimensions, or elevations, they shall be reported to the ENGINEER immediately.

The CONTRACTOR shall protect all existing property and survey monuments, including survey control monuments for this WORK. Where it is necessary to disturb existing property, survey or control monuments in order to permit the prosecution of the WORK within the permanent and construction right-of-way, such monuments shall be reset by the CONTRACTOR. Such monuments shall not be disturbed during the prosecution of the WORK unless the CONTRACTOR has given the OWNER a minimum of 72 hours notice of the CONTRACTOR'S intent to disturb such monuments during the prosecution of his WORK.

1-12 LICENSE(S) & PERMITS - The CONTRACTOR shall have a City Business License prior to the beginning of WORK. Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 1-14, CHANGES IN THE WORK.

1-13 PROTECTION OF WORK, PROPERTY AND PERSONS - The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property

at the site or adjacent thereto, including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

1-14 SUPERVISION BY CONTRACTOR - The CONTRACTOR shall supervise and direct the WORK. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

1-15 CHANGES IN THE WORK - The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER may also, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or CONTRACT TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

1-16 CHANGES IN CONTRACT PRICE - The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(A) Unit prices previously approved.

(B) An agreed lump sum.

(C) If a lump sum or unit price cannot be mutually agreed upon, the CONTRACTOR shall be entitled to the sum of the following costs of doing the extra work:

(1) Direct Labor Costs. Charges for cost of all the labor furnished and used by the CONTRACTOR shall be made for manual classifications up to and including general foreman. It will not include charges for Assistant Superintendents, Superintendents, Office Personnel, Timekeepers, and Maintenance Mechanics. The time charged to extra work shall be subject to the daily approval of the ENGINEER and evidence of such daily approval shall be submitted with the billing.

Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the ENGINEER.

(2) Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the CONTRACTOR shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of $500.00 or less. Equipment time charges must be subject to the daily approval of the ENGINEER and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the ENGINEER and the CONTRACTOR prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.

(3) Material Costs. Charges for the cost of materials furnished by the CONTRACTOR shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the ENGINEER. Charges must be net cost to the CONTRACTOR delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the ENGINEER.

(4) Tools, Supplies, Overhead, Supervision, and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total Direct Labor Costs and Material Costs, as defined above, and 5% for work by Subcontractors.

Any extra work performed hereunder shall be subject to all of the provisions of the CONTRACT and the CONTRACTOR'S sureties shall be bound with reference thereto as under the CONTRACT.

1-17 TIME FOR COMPLETION AND LIQUIDATED DAMAGES - The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED and be fully completed in **One Hundred Twenty (120) Calendar.**

Time is of the essence in this agreement. The CONTRACTOR shall proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the

CONTRACT TIME for the completion of the WORK, or specific portions of the WORK, described herein in a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the OWNER will suffer if the CONTRACTOR fails to complete the WORK within the CONTRACT TIME and for said reason, if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER, the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. The time for completion of the WORK shall be extended, and the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

A. To any preference, priority or allocation order duly issued by the OWNER.

B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the ENGINEER, make prosecution of the WORK unreasonably difficult.

C. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in the above paragraphs.

1-18 CORRECTION OF WORK - The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

1-19 SUSPENSION OF WORK, TERMINATION AND DELAY - The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any such suspension.

If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, material or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all the

materials, equipment, tools, constructing equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after the (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the Contract and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or, if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

1-20 PROGRESS ESTIMATE - On or about the last day of the calendar month, the CONTRACTOR will, except as hereinafter provided, make in writing and certify to the ENGINEER an estimate of the amount and value of the work completed by the CONTRACTOR up to that time in the performance of the Contract. In case of work for which unit prices are named in the Contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the Contract, the CONTRACTOR may use a breakdown of the lump sum price, provided that such breakdown is submitted within 15 calendar days after the execution of the Contract Agreement in a form

acceptable to the ENGINEER. No payment will be made to the CONTRACTOR until such schedule has been submitted to and reviewed by the ENGINEER. To the figure thus arrived at shall be added any amounts due the CONTRACTOR for extra work and the amount of any approved claims for extra costs to the date of the Progress Estimate. The retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted any amounts due the OWNER from the CONTRACTOR for supplies or materials furnished or services rendered and any other amounts that may be due the OWNER under the terms of the Contract. In preparing estimates for partial payments, consideration shall be given to delivery on the site of pipe, valves, fittings and miscellaneous metal which will become a part of the finished construction work and for which payment in full has been made by the CONTRACTOR, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the ENGINEER, the CONTRACTOR is not diligently and efficiently endeavoring to comply with the intent of the Contract. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials. Progress estimates shall be made in the form of itemized invoices in triplicate and shall be submitted together with the data set forth below:

A recapitulation showing balance due current month as follows:

Total Contract Price _____

Extra Work Ordered _____

Total Contract Price w/ CCO's _____

Gross Earnings to Date
(Including extra work ordered) _____

Less 10% of gross Earnings to Date _____

Net Earnings to Date _____

Less Previous Claims _____

Balance Due this Claim _____

1-21 PROGRESS PAYMENTS - The OWNER will make payments on account of the Contract as follows: Not later than the 30th day of the month following the month in which the Contract is awarded, and the 30th day of each calendar month thereafter, the OWNER will pay to the **CONTRACTOR 95% (5% retention)** of the amount earned by the CONTRACTOR during the preceding month at the rate of prices set forth in the Contract, based on the estimate of the CONTRACTOR as reviewed and approved by the ENGINEER. At the request and expense of the CONTRACTOR 100% of the amount earned, which is funded by non-federal moneys, will be paid as specified above provided securities are substituted for the retention withheld. Securities shall be deposited with the OWNER or with a State or federally chartered bank as the escrow agent. In the event the securities are to be deposited with an escrow agent, CONTRACTOR agrees to execute any and all necessary documents including an escrow

agreement substantially similar to the form set forth in Public Contract Code, Section 22300. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. If the OWNER fails to make payment by the date specified above, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is received by the CONTRACTOR.

The retention will be held by the OWNER or the securities will be held by the OWNER or escrow agent until thirty five (35) days following filing of the Notice of Completion.

1-22 FINAL ESTIMATE - Upon completion of the contract and final inspection and acceptance by the ENGINEER, the ENGINEER shall prepare a final estimate of quantities and the value of such work and the OWNER shall pay to the CONTRACTOR the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the CONTRACT. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

1-23 ACCEPTANCE & FINAL PAYMENT - Upon receipt of the WRITTEN NOTICE from the CONTRACTOR that the WORK is ready for final inspection and acceptance, the ENGINEER will promptly make such inspection, and when he finds the WORK acceptable under the CONTRACT, and the CONTRACT fully performed, he will promptly issue a final certificate, over his own signature, stating that the WORK required by this Contract has been completed and recommending acceptance of the Work by the OWNER. The OWNER, after acceptance of the work by City Council, then shall issue a formal Notice of Acceptance, and the entire balance found to be due shall be paid to the CONTRACTOR by the OWNER thirty five (35) days from the date of recording by the OWNER of the Notice of Acceptance of all WORK covered by this Contract.

Before issuance of the Notice of Acceptance, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, materials bills, and other indebtedness connected with the WORK have been paid, or if not paid, then the CONTRACTOR shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER except the following:

A. those arising from unsettled liens;

B. those arising from faulty work appearing within twelve (12) months after the date of filing of the Notice of Acceptance;

C. those arising from failure to meet the requirements of the SPECIFICATIONS; or,

D. those arising from manufacturers' guarantees.

It shall also constitute a waiver of all claims by the CONTRACTOR except those previously made and still unsettled.

All prior certificates upon which partial payment may have been made, being merely estimates, shall be subject to a correction on the final certificate.

1-24 QUANTITIES & UNIT PRICES - The quantities noted in the schedule are approximations for comparing BIDS, and no claim shall be made against the OWNER for excess or deficiency therein. Payment at the unit or lump sum prices set forth in the schedule will constitute payment in full for the completed WORK and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the Contract, unless otherwise specifically provided.

The quantities of WORK performed will be computed for payment by the ENGINEER on the basis of measurements taken by the ENGINEER, and these measurements shall be final and binding.

1-25 PROOF OF CARRIAGE OF INSURANCE - CONTRACTOR shall furnish such insurance coverage as indicated in the section “INSURANCE REQUIREMENTS FOR CONTRACTORS”.

A. "General Liability Special Endorsement"
B. "Automobile Liability Special Endorsement"
C. "Workers' Compensation/Employees Liability Special Endorsement"
D. "Certificate of Insurance"

All of the above to be submitted prior to execution of this agreement.

Insurance shall be provided by an insurance company licensed to transact such business in the State of California with a current A.M. Best’s rating of no less than A:VII. Liability insurance shall be written on an "occurrence" basis.

CONTRACTOR shall furnish OWNER, through the ENGINEER, concurrently with the execution thereof, with satisfactory proof of carriage of the insurance required and that each carrier shall give OWNER at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

1-26 CONTRACT SECURITY - The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of California. The bonding company shall be an admitted surety holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner. The expense of these bonds shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bond(s) shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the OWNER.

1-27 ASSIGNMENTS - Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent to the other party.

1-28 INDEMNIFICATION - The CONTRACTOR will indemnify and hold harmless the OWNER and their officers, agents, employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, or any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER, his agents or employees arising out of the preparation or review of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, design or SPECIFICATIONS.

1-29 SEPARATE CONTRACTS - The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S work depend upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

If the performance of additional WORK by other contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 1-14 and 1-15.

1-30 SUBCONTRACTING - The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

The CONTRACTOR shall perform with its own organization contract work amounting to **not less than 30 percent** of the total original contract bid price, excluding any specialty items designated by the OWNER. 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 CONTRACTO'S organization (23 CFR 635).

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS in so far as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that

the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this Contract shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

1-31 ENGINEER'S AUTHORITY - The ENGINEER shall act as the OWNER'S representative. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly responsible to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

1-32 LAND AND RIGHTS-OF-WAY - Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired. The CONTRACTOR shall provide, at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

1-33 GUARANTY - Unless stipulated otherwise in the SPECIFICATIONS, the CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion of the system that the completed system is free from all defects due to faulty materials and workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

1-34 TAXES - The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

1-35 CONTRACTOR'S UNDERSTANDING - It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and extent of the WORK, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the WORK, the general and local conditions, and all other matters which can in any way affect the WORK under this Contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

1-36 ACCIDENTS - The CONTRACTOR shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the WORK. The CONTRACTOR must promptly report in writing to the ENGINEER all accidents whatsoever arising out of, or in connection with the performance of the WORK, whether on or adjacent to the site which causes death, personal injury, or property damages are caused, the accident shall be reported immediately by telephone or messenger to both the ENGINEER and the OWNER. If any claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts in writing to the ENGINEER, giving full details of the claim.

1-37 SAFETY AND SANITATION - The CONTRACTOR shall provide adequate safety and sanitation facilities according to State Laws and local ordinances.

1-38 CLIMATIC CONDITIONS - The ENGINEER may order the CONTRACTOR to suspend any WORK that may be subject to damage by climatic conditions. The CONTRACTOR may suspend WORK if climatic conditions are such that the CONTRACTOR is unable to work. In such case, the CONTRACTOR, within seven (7) days, shall request in writing a CHANGE ORDER to extend the CONTRACT TIME.

1-39 OFFICIALS NOT TO BENEFIT - No official of the OWNER shall receive any benefit that may arise by reason of this Contract.

1-40 CLEAN-UP - During the progress of the WORK, the CONTRACTOR shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the WORK, the CONTRACTOR shall remove from the vicinity of the WORK all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the OWNER after ten (10) calendar days notice to the CONTRACTOR at the expense of the CONTRACTOR, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the CONTRACTOR shall dress up and grade the right of way to match existing ground surfaces, and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the ENGINEER.

No direct payment will be made to the CONTRACTOR for any clean-up work, but all compensation therefore shall be included in the prices BID in the schedule for the various items of work.

1-41 UNFAIR BUSINESS PRACTICES CLAIMS; ASSIGNMENT TO AWARDING BODY - In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract: This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

1-42 CONSTRUCTION RECORD DRAWINGS - The CONTRACTOR shall maintain a neatly marked set of record drawings showing the final locations and layout of all piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, in full accordance with and showing all field instructions, change orders and construction adjustments. Drawings shall indicate location of subgrade structures left in place.

Drawings shall be subject to the inspection of the ENGINEER at all times and progress payments may be withheld if drawings are not current. At the final inspection the CONTRACTOR shall submit to the inspector, for review and comment by the ENGINEER, one (1) set of marked record drawings. Drawings shall be stamped "AS BUILT", dated, and signed by the CONTRACTOR. The work will not be formally accepted until the drawings are accepted by the ENGINEER.

1-43 STATE LABOR STANDARDS PROVISIONS - State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All CONTRACTORS and SUBCONTRACTORS are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All CONTRACTORS and SUBCONTRACTORS are subject to the provisions of Section 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the CONTRACTOR or SUBCONTRACTOR shall forfeit, as a penalty, twenty-five ($25) dollars for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that, not withstanding the provision of Sections 1810-1814, employees of CONTRACTORS who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight hour per day at not less than 1-1/2 times the basic rate of pay.

1-44 PAYROLL RECORDS - Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record 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 the WORK. Such records shall be certified and available for inspection at all reasonable hours at the principal office of the CONTRACTOR as required by Labor Code Section 1776. Certified payrolls shall be submitted to OWNER weekly. Fringe benefit statements and apprenticeship agreements will be submitted with the project's first certified payroll or when there are mandated changes in the fringe benefits or when new apprentices are employed.

1-45 OVERTIME INSPECTION FEES - The CONTRACTOR shall pay CITY for all overtime inspection in accordance with existing resolutions or fee schedule of the CITY unless the charges for such inspection have been specifically waived elsewhere within this Contract. Overtime inspection charges will be made for all inspections on Saturdays, Sundays, and

CITY-designated holidays, and hours worked by the inspector other than those of the normal CITY working day.

1-46 CLAIMS FOR ADDITIONAL TIME - Extension of time, when granted, will be based upon the effect of delays to the WORK as a whole and will not be granted for non-controlling delays to minor included portions of the WORK unless it can be shown that such delays did, in fact, delay the progress of the WORK as a whole. The CONTRACTOR shall not be entitled to damages or additional payment due to these delays except when CITY is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. No compensation for WORK delays prior to the original Contract duration shall be paid.

If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein. War, governmental regulations, priorities, labor disputes, strikes, fires, floods, adverse weather necessitating cessation of WORK, other similar action of the elements, inability to obtain materials, equipment or labor because of Federal Government restrictions arising out of the National Defense or War Program, required "Extra Work", action or inaction by the CITY, or other specific reasons as may be further described in the Specifications may constitute such a delay.

If the CONTRACTOR is delayed by the failure of the CITY to furnish necessary rights of way or materials agreed to be furnished by it, or by failure to supply necessary plans or instructions concerning the WORK, after written request therefore, the CONTRACTOR shall be entitled to an extension of time as provided herein.

1-47 RECYCLING - The City of Madera encourages all CONTRACTORS, SUBCONTRACTORS, vendors and suppliers to recycle in accordance with current industry best practices and as required by the State of California recycling of construction materials.

All asphalt concrete to be removed shall be removed by grinding and the grindings shall become City-Owned Material and shall be hauled to the **Talley Sand & Gravel at 12483 Road 29, Madera, California, and dispose of at that location as specified by the Engineer.**

Construction and demolition debris generated under a city issued building, renovation, or demolition permit and equal to or exceeding eight cubic yards of material by volume shall have necessary mixed and/or source separated C&D recycling bin(s) or roll-off boxes for the removal and recycling of all construction and demolition debris from the project site. The project permittee, designated hauler, or recycler shall provide to the City of Madera a monthly C&D report which contains at a minimum the construction site address, weight of material hauled, date hauled, material type, recycling facility name and address, and assurances from the recycling facility that a minimum of 50% of the C&D material has been recycled.

The city will provide the proper documentation form: however, other forms of documentation can be used as long as it is deemed by city staff to be acceptable and complete. See appendix for debris management report.

1-48 COLLECTION, TRANSPORT OF ALL CONSTRUCTION AND DEMOLITION DEBRIS - The City of Madera requires all Contractors, Subcontractors, vendors and suppliers to utilize Mid Valley Disposal for collection, transportation, and reporting of all construction and demolition debris.

Attachment J

Section 2, Special Conditions

SECTION 2

SPECIAL CONDITIONS

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SECTION 2

SPECIAL CONDITIONS

2-1 REQUIREMENTS - It is required that there be constructed and completed in accordance with "WIDENING AND INTERSECTION IMPROVEMENTS – OLIVE AVENUE AND KNOX STREET"

2.2 DESCRIPTION OF THE WORK - The principal components of the WORK to be performed under these CONTRACT DOCUMENTS included but are not limited to the following:

The work in general consists of widening and intersection improvements to Olive Avenue and Knox Street, to Arterial Street standards, including: concrete curbs, gutters, sidewalk and ADA ramps, installation of sewer manhole, installation of water mains and service, fire hydrants, and installation of storm drain pipelines and drainage structures. Street construction includes removal of existing pavements, grading of roadway subgrade, placing aggregate base, and asphalt concrete paving. Also included is the installation of traffic signals, installation of streetlight and electrical systems, and installation of electrical meter for street lighting.

2-3 LABOR - If any SUBCONTRACTOR or person employed by the CONTRACTOR shall appear to the ENGINEER to be incompetent or to act in a disorderly or improper manner, they shall be removed immediately on the request of the ENGINEER, and that person shall not again be employed on the work.

No person whose age or physical condition is such as to make his employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

The work shall at all times be executed under safe working conditions, and the conditions of work shall be subject to inspection and correction by the ENGINEER or safety inspectors of the OWNER.

2-4 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK - The CONTRACTOR shall commence WORK and shall complete all of the WORK in accordance with the schedule and within the time stated in the BID. The capacity of the CONTRACTOR's construction plant, sequence of operations, method of operations, and the forces employed shall, at all times during the continuance of the Contract, be subject to the approval of the ENGINEER and shall be such as to ensure the completion of the WORK in accordance with the required schedule and within the time specified.

2-5 SCHEDULE OF WORK - The CONTRACTOR shall submit a schedule of work for the improvements for review at the pre-construction meeting. This schedule shall indicate the date the CONTRACTOR will obtain any and all permits from outside agencies, including a permit from the Division of Industrial Safety for any excavation five (5) feet or more in depth. This schedule shall show all items of work and expected construction times for each item. This schedule shall be revised every two (2) weeks as required and submitted to the ENGINEER. The ENGINEER may withhold progress payments for failure of the CONTRACTOR to submit a schedule of work.

2-6 SEQUENCE OF WORK - The CONTRACTOR shall schedule work with the utmost diligence and execute the work expeditiously so as to minimize public inconvenience.

2-7 RESPONSIBILITY REGARDING EXISTING UTILITIES AND PRIVATE PROPERTY - The existence and location of public and private utilities indicated on the DRAWINGS are not guaranteed and any additional utilities and facilities not shown on the DRAWINGS shall be investigated and protected by the CONTRACTOR. The CONTRACTOR shall be held responsible for damage to and for maintenance and protection of existing pipelines, irrigation facilities, public utilities, driveways, alleys, sidewalks, curbs and gutters, and existing fences.

Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The CONTRACTOR shall adequately protect all adjoining property and structures from damage, whether within or without of the OWNER-furnished rights-of-way, and shall be fully responsible for any damage to adjoining property and structures which may result from WORK done under this Contract. Unless otherwise provided, the CONTRACTOR shall repair or replace all existing improvements (e. g. curbs, sidewalks, driveways, fence, signs, utilities, street surfaces, structures, sprinkler, etc.) damaged or removed as a result of his operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension, whether within the right-of-way or on private property. All repairs and replacements for items on private properties shall be made within seven (7) calendar days.

All costs to the CONTRACTOR for protecting, removing and restoring existing improvements shall be included in the various bid items and no separate payment will be made therefore.

It shall be the CONTRACTOR's responsibility to notify the Underground Service Alert (USA) Organization for utility undergrounding permits per Section 4216 of the Government Code. The CONTRACTOR shall obtain all identification numbers and certifications required for underground utility locations prior to starting excavation within the project limits of work. The USA North's - Underground Service Alert phone number is 811/1-800-227-2600.

The CONTRACTOR shall use extreme care during construction to prevent damage from dust to adjacent property. The CONTRACTOR shall sprinkle the areas where the passage or operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the ENGINEER. The CONTRACTOR shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the CONTRACTOR'S operations.

The CONTRACTOR shall be responsible for all damage or injury which may result to property, outside of the construction right-of-way or within the right-of-way where so noted, from the CONTRACTOR'S operations hereunder, or otherwise, from the performance of this Agreement or failure of performance of this Agreement by said CONTRACTOR or any of his subcontractors or employees.

2-8 PROJECT SITE MAINTENANCE - Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the CONTRACTOR shall keep the work site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary.

CONTRACTOR shall maintain site in accordance with the City of Madera NPDES Permit for their storm drainage system. Copy of said permit is available at the office of the City of Madera ENGINEER.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup, dust control, and project site maintenance costs shall be absorbed in the CONTRACTOR'S bid.

2-9 NOTIFICATION - All homeowners and businesses affected by the construction shall be notified five (5) days in advance of the Work. The notification shall be in a form of a written posting, stating the time and date that the activities will take place. Should work not occur on the specified day, a new notification will be distributed. Suitable signs shall be posted 48 hours prior to the surfacing. "No Parking" signs shall include the wording, "Vehicle Code Section 22654".

2-10 WATER SUPPLY - Water will be available to the CONTRACTOR for the performance of the WORK from assigned City fire hydrants. CONTRACTOR will be billed monthly for metered fire hydrant water. Prior to the use of any hydrant, the CONTRACTOR shall notify the Madera Public Works Department and a representative from the Public Works Department will install a meter furnished by the Public Works Department on the fire hydrant. It will be the CONTRACTOR'S responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. The CONTRACTOR is responsible for security of the City-furnished meter. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. Payment of work specified above shall be included in the unit and lump sum prices bid in the schedule for the various items of WORK. **See Appendix C for additional requirements**.

2-11 MATERIALS FURNISHED BY OWNER - No labor, material, or other facilities shall be provided by the OWNER unless otherwise indicated on the DRAWINGS or in the SPECIFICATIONS.

2-12 MATERIALS FURNISHED BY CONTRACTOR - Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the WORK.

2-13 REQUEST FOR EXTENSION OF TIME - No extension of time shall be made for delay occurring more than seven (7) calendar days before a claim is made therefore in writing to the ENGINEER. In the case of a continuing cause of delay, only one claim is necessary.

2-14 RIGHTS-OF-WAY - The CONTRACTOR shall not be entitled to extra compensation for hardships and increased cost caused by the WORK being adjacent to telephone-telegraph lines and guide wires, power lines and guide wires, buildings, fences, pipelines, ditches, roadways, and other obstacles, which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement may necessitate special methods of construction of the WORK. If the CONTRACTOR desires to utilize additional area, he shall obtain the necessary written approvals from the landowner.

No additional compensation shall be paid to the CONTRACTOR for the cost of obtaining additional right-of-way or for the inability to obtain such.

2-15 TRAFFIC CONTROL, CONSTRUCTION SIGNS, BARRICADES, AND LIGHTS

2-15.1 TRAFFIC SAFETY AND ACCESS - The CONTRACTOR'S operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. A schedule of work shall be submitted to the ENGINEER for approval prior to the start of construction. CONTRACTOR shall immediately notify ENGINEER of any changes to the approved schedule.

The CONTRACTOR shall submit a traffic control plan to the ENGINEER for approval before the start of construction.

The CONTRACTOR shall backfill all trenches at the end of each working day. The CONTRACTOR shall place and compact backfill in trenches as required to obtain a stable foundation daily for traffic use. In paved areas, three (3) inches of "cold mix" asphalt concrete shall overlay the compacted backfill and be installed daily. Temporary paving work shall be completed to the satisfaction of the ENGINEER. A stockpile of "cold mix" asphalt concrete shall be kept at the project site. There shall be no exception to this requirement.

Public ingress-egress to all streets including driveway access for residences and businesses shall be maintained at all times.

Where necessary, the CONTRACTOR shall place ramps, temporary driveways or steel plates.

Work will not be permitted on Sundays. The CONTRACTOR must submit an application for Saturday work at least 7 (seven) days in advance of the Saturday in question. Overtime expenses will be charged to the CONTRACTOR for approved Saturday work.

Before the CONTRACTOR commences work, he shall discuss with the ENGINEER his proposal for controlling access during the work.

All costs to the CONTRACTOR for complying with the provisions of this section shall be included in various bid items and no separate payment will be made.

2-15.2 PUBLIC SAFETY - The CONTRACTOR shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with the provisions of these and all other applicable laws, ordinances and regulations.

2-15.3 TRAFFIC CONTROL - The CONTRACTOR shall be solely and completely responsible for furnishing, installing and maintaining all warning signs and devices, necessary to safeguard the general public and the work, and to provide for the proper and safe routing of the vehicular and pedestrian traffic during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. All traffic control devices left in use over-night shall be illuminated. Arrow boards will be required for lane closures. The CONTRACTOR shall submit a plan showing traffic control measures and/or detours for vehicles and pedestrians affected by the construction to the ENGINEER for review and approval. This plan shall be submitted a minimum of five (5) working days prior to the start of work within the street right-of-way. The CONTRACTOR will not be allowed to begin work until an approved plan is on file

with the ENGINEER. Approval by the ENGINEER shall in no way relieve the CONTRACTOR from maintaining proper controls at all times.

2-16 STORAGE OF EQUIPMENT AND MATERIALS - Construction equipment shall not be stored in streets, roads or highways without obtaining the approval of the ENGINEER, and then not for more than five (5) days after unloading. All materials or equipment not installed or used in the construction within five (5) days after unloading shall be stored elsewhere by the CONTRACTOR at his expense unless he is authorized additional storage time. Construction equipment shall not be stored at the work site before its actual use on the work and not for more than five (5) days after it is no longer needed on the work. Time necessary for repair or assembly of equipment may be authorized by the ENGINEER.

2-16.1 STOCK PILE SITES - Any sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way in a location identified by the ENGINEER. Arrangements for these sites shall be the responsibility of the CONTRACTOR. If on private property, a written agreement with the Owner shall be provided to the ENGINEER prior to commencing operations.

2-17 GENERAL PROVISIONS - The specification of any action or remedy that may be taken by the OWNER or the ENGINEER pursuant to the terms hereof for the failure of the CONTRACTOR to perform this Contract or for the breach hereof or for indemnity shall not be the exclusive action or remedy of the OWNER or the ENGINEER, but shall be cumulative with all other actions, rights, and remedies contained herein

2-18 CLEAN AIR ACT OF 1970 ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACTS AS AMENDED BY THE CLEAN WATER ACT OF 1977 - CONTRACTOR agrees to comply with Federal clean air and water standards during the performance of this Contract. The CONTRACTOR shall provide a Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) plan as is applicable for the project and shall be prepared and submitted for approval prior to the start of the work. The plan shall be prepared by an authorized QSD and approved by the CITY ENGINEER.

The Contractor shall coordinate with the City of Madera and file a Notice of Intent (NOI) to comply with associated construction activity of this project with the State Water Resources Control Board, and shall pay the fees required. The CONTRACTOR and SUBCONTRACTORS shall be regulated by the general construction permitting. The City's Storm Water Pollution Prevention Plan (SWPPP) is on file at the office of the City ENGINEER.

Full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all work for compliance with this special condition shall be included in the Contract BID ITEM price or within the various BID items and no additional compensation will be allowed therefore.

2-19 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

2-20 HAZARDOUS MATERIAL AND CHANGED CONDITIONS

A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the ENGINEER, in writing, of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be moved to a Class I, Class II, or Class III disposal site in accordance with provision of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. The ENGINEER shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

C. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

2-21 ACCESS TO PROPERTY - Pedestrians and vehicular access to properties shall be provided and maintained at all times. Exceptions include during the actual placing of concrete or, for very short periods, during paving operations. Access shall be safe and reasonable for pedestrians and for motor vehicles used by property owners and emergency vehicles (fire, police, and ambulance). The ENGINEER will make the sole determination of what is safe and reasonable.

2-22 HOURS OF LABOR - The CONTRACTOR shall forfeit, as penalty to the OWNER, the sum of twenty-five ($25.00) for each laborer, worker, mechanic, and any subcontractor under him for each calendar day during which such laborer, worker, mechanic or subcontractor 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 ENGINEER. 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 City holidays, except such work as is necessary for the proper care and protection of the work already performed, or in case of an emergency.

City holidays shall be defined as those holidays annually observed by the City. These are: New Years Day, Martin Luther King's Birthday, President's Day, Good Friday (4hrs), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day, (a total of 11½

days). City staff shall not work on City recognized Holidays unless the Contractor agrees to cover the cost of staff time.

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 the ENGINEER shall deduct such charges from payment due the CONTRACTOR.

2-23 DUST CONTROL - CONTRACTOR shall prepare and provide a dust control plan in accordance with San Joaquin Valley Unified Air Pollution Control District requirements. Said plan shall be approved prior to start of construction. All cost for preparing said plan and acquiring approval shall be included in CONTRACTOR's bid. Dust control requirements shall be included in all construction contract specifications. These construction contract specifications shall include the following San Joaquin Valley Unified Air Pollution Control District's Regulation VIII, Rule 8020 fugitive dust mitigation requirements for the control of fine particulate matter (PMIO) from construction activities:

"All disturbed areas of a construction site, including storage piles of fill dirt and other bulk materials, which are not being actively utilized for construction purposes for a period of seven calendar days or more, shall be stabilized using one or more of the following approved soil stabilization methods to effectively limit visible dust emissions. Where soil moisture or natural crusting is sufficient to limit visible dust emission, no action is required. Disturbed areas shall be stabilized for the duration of the construction activity or until construction work resumes on the inactive disturbed area.

a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions; or
b. Where a chemical dust stabilizer or suppressant, watering shall be applied to effectively limit visible dust emission; or
c. Where planting of trees and vegetative ground cover is utilized, vegetation shall be planted in sufficient density and watered with sufficient frequency to effectively stabilize the disturbed area and limit visible dust emissions.

All operations shall effectively limit visible dust emissions from on-site unpaved roads and off-site unpaved access roads using one or more of the following stabilization methods. Road stabilization shall be maintained for the duration of the activity. Where soil moisture is sufficient to meet this requirement, no action is required.

a. Where water is used as the dust suppressant, watering shall be applied to effectively limit visible dust emissions.
b. Where a chemical dust stabilizer or suppressant is used, the stabilizer or suppressant shall be applied to effectively limit visible dust emissions.

No person shall undertake any land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill operations, or demolition activities, without utilizing appropriate dust control measures during the land preparation, demolition, excavation or extraction. Appropriate dust control measures may consist of the effective application of water or pre-soaking.

All operations shall limit track-out and expeditiously remove the accumulation of mud or dirt from public paved roads, including shoulders, adjacent to the site. Removal activities must comply with local requirements and procedures.

In addition to restrictions imposed by local agencies, the use of dry rotary brushes for removal of deposited mud/dirt carryout from a paved road shall be prohibited, except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices for removal of deposited mud/dirt carryout from subject paved roads shall be prohibited."

2-24 NOISE CONTROL - Noise generating construction equipment activities shall be limited to 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays. No noise generating construction activities shall be permitted on Sundays and holidays.

All construction equipment shall be maintained according to manufacturers' specifications and noise generating construction equipment shall be equipped with mufflers.

2-25 CLEAN-UP - The CONTRACTOR shall clean up the job site prior to acceptance of the WORK. All dirt, spoil, and debris of any nature shall be removed and the entire site shall present a clean, workmanlike appearance. Any damage to paint work caused from spillage or splattering, or from prime coating, paving or seal coating operations shall be corrected. All areas such as man-ways, gutters, and intersections shall have the surfacing mix removed as specified by the ENGINEER. The CONTRACTOR shall remove, on a daily basis, any debris associated with the performance of the WORK.

2-26 SPREADING EQUIPMENT - Except as herein specified, pavers shall be capable of spreading and finishing asphalt concrete true to line, grade and crown as required in State Standard Specification, Section 39.

- Pavers shall be equipped with quick and efficient steering devices and shall have reverse as well as forward travelling speeds;
- Pavers shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with distributing screws of the reversing type to place the mixture uniformly in front of the screed;
- The screed shall be equipped with a controlled heating device for use when required. The screed shall strike off the mix to the depth and cross section specified without the aid of manual adjustments during operations;
- Particular attention shall be directed to the setting, clearance and wear condition of the tamper bar on paver screeds so equipped.

2-27 24-HOUR CUSTOMER ACCESS - Service Provider must respond to calls from customers or the City concerning leaks, loss of service and other problems associated with installations on a 24-hour per day basis. Service Provider must respond within one (1) hour of receiving the call and mobilize to correct any problems within three (3) hours of receiving the call.

Attachment K

Section 3, City of Madera Standard Specifications and Drawings

SECTION 3

STANDARD SPECIFICATIONS AND PLANS CHECKLIST

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SECTION 3

STANDARD SPECIFICATIONS AND PLANS

The following indicated provisions of the City of Madera's Standard Specifications, dated April 2005, are hereby referred to and incorporated herein as though set forth in full.

The Standard Specifications and Standard Drawings are available online at www.madera.gov, click on Departments, then on the left panel select Engineering and click on Standard Drawings and Specifications. These online specifications and drawings are the most current, approved issue.

SECTION	TITLE
1.	TERMS, DEFINITIONS
2.	SCOPE AND CONTROL OF THE WORK
3.	CHANGES IN WORK
4.	CONTROL OF MATERIALS
5.	UTILITIES
6.	PROGRESS AND ACCEPTANCE OF WORK
7.	CONTRACTOR'S RESPONSIBILITIES & CONDUCT
8.	MEASUREMENT AND PAYMENT
9.	RESERVED
10.	CLEARING AND GRUBBING
11.	EXCAVATION & GRADING
12.	AGGREGATE SUBBASE AND AGGREGATE BASE
13.	ASPHALT CONCRETE PAVEMENT
14.	CONCRETE IMPROVEMENTS
15.	TRAFFIC DIVIDER ISLANDS
16.	TRENCHING AND TRENCH RESURFACING
17.	SANITARY SEWER PIPE AND APPURTENANCES
18.	BIKE LANE GUIDELINES
19.	JACKING PIPE
20.	STORM DRAINAGE PIPING AND STRUCTURES
21.	DOMESTIC WATER FACILITIES DESIGN CRITERIA
22.	WATER FACILITIES
23.	TRAFFIC SIGNALS
24.	DEMOLITION OF BUILDINGS
25.	PLANTING AND IRRIGATION SYSTEMS
26.	RESERVED
27.	CONSTRUCTION PLAN SUBMITTALS
28.	TRAFFIC STRIPES AND PAVEMENT MARKINGS
29.	CONCRETE MASONRY WALL
30.	ORNAMENTAL STREET LIGHTING
31.	TRAFFIC SIGNALS
32.	"UPS" FOR TRAFFIC SIGNALS

STANDARD PLANS

PLAN NUMBER	TITLE
B-1	FOUR (4) INCH MASONRY WALL
B-2	SIX (6) INCH MASONRY WALL
B-3	CHAINLINK FENCE DETAILS
B-4	COMPLEX DIRECTORY SIGN
B-5	PEDESTRIAN RAMP
B-6	PEDESTRIAN RAMP
E-1	SURVEY MONUMENT
E-2	PROPERTY MONUMENT DETAILS
E-3	ELEVATION BENCHMARK DETAILS
E-4	PARKING LOT REQUIREMENTS
E-5	SPECIFICATIONS PARKING LOT
E-6	PARKING LOT DETAILS
E-7	TYPICAL REFUSE CONTAINER ENCLOSURE DETAILS
S-1	48 INCH SEWER MANHOLE
S-2	60 INCH SEWER MANHOLE
S-3	WASTE WATER SAMPLING MANHOLE
S-4	DROP MANHOLE TYPE “A”
S-5	DROP MANHOLE TYPE “B”
S-6	CAST IRON MANHOLE FRAME AND COVER
S-7	LAMPHOLE SEWER CLEANOUT
S-8	PIPE BEDDING & TRENCH BACKFILL (for concrete encasement, 6” – 24” pipe)
S-9	CONCRETE SUPPORT FOR UNDERCUT PIPELINES 12” OR LARGER
S-10	PIPE BEDDING & TRENCH BACKFILL
S-11	SAND AND GREASE INTERCEPTOR
S-12A	SEWER HOUSEBRANCH CONNECTION DETAILS “A”
S-12B	TEMPORARY CLEANOUT
S-13	HOUSE BRANCH CONNECTIONS
S-14	INSTALLATION OF SEWER PIPE IN JACKED STEEL CASING
SD-1	STORM DRAIN BASIN REQUIREMENTS
SD-2A	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2B	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2C	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2D	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2E	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2F	STORM DRAIN BASIN OUTLET STRUCTURE
SD-2G	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
SD-2H	STORM DRAIN BASIN OUTLET STRUCTURE-GATE DETAIL
ST-1	CONCRETE VALLEY GUTTER
ST-2	RESIDENTIAL STREET
ST-3	RESIDENTIAL ACCESS STREET
ST-4	COLLECTOR STREET WITH TWO WAY LEFT TURN LANE
ST-5	ARTERIAL STREET

PLAN NUMBER	TITLE
ST-6	FRONTAGE STREET
ST-7	CONCRETE VALLEY GUTTER IN ALLEYWAYS
ST-8	COMMERCIAL AND RESIDENTIAL CONCRETE ALLEY APPROACH
ST-9	STRUCTURAL SECTION FOR RESIDENTIAL BOUNDARY STREET
ST-10	STRUCTURAL SECTION FOR COLLECTOR BOUNDARY STREET
ST-11	CUL-DE-SAC DETAIL (DEAD END ROAD)
ST-12	TYPICAL CURB AND CURB & GUTTER
ST-13	SIDEWALK AND APPROACH DETAIL – 1
ST-14	SIDEWALK AND APPROACH DETAIL – 2
ST-15	NEW DRIVEWAY WITH EXISTING GUTTER
ST-16	CURB ACCESS RAMP
ST-17	SIDEWALK CHANNEL DRAIN NEW OR EXISTING
ST-18	STORM WATER INLET
ST-19	UTILITY LOCATION IN STREET AREA
ST-20	STREET LIGHT INSTALLATION
ST-21	STREET LIGHT POLE NUMBERING
ST-22	STREET LIGHT CONCRETE PULL BOX
ST-23	STREET LIGHT CONNECTION DIAGRAM
ST-24	SPECIFICATIONS STREET LIGHT INSTALLATION
ST-25	STREET NAME SIGN
ST-26	STREET NAME SIGN
ST-27	GUARD PANEL
ST-28	PROTECTION POST
ST-29	STREET EXCAVATION, BACKFILL & SURFACE RESTORATION
ST-30	DECORATIVE STREET LIGHTS
W-1	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-2	CONCRETE THRUST BLOCKS FOR CAST IRON FITTINGS
W-3	THRUST BLOCK BEARING AREA
W-4	CAST IRON CAP FOR REPAIR OF A.C. PIPE
W-5	FIRE HYDRANT INSTALLATION WITH PROTECTOR POSTS
W-6	FIRE HYDRANT PAVEMENT MARKERS
W-7	REPLACEMENT OF HOUSE SEWER CROSSING WATER MAIN
W-8	VALVE WELL & COVER
W-9A	1” WATER SERVICE CONNECTION WITH METER
W-9B	WATER SERVICE CONNECTION & METER BOX INSTALLATION
W-10	1¼”, 1½”, 2” SERVICE CONNECTION & METER BOX INSTALLATION
W-11	WATER SAMPLING STATION
W-12	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RP) FOR WATER MAIN CONNECTION & PROCEDURES
W-13	FLUSHING NEW WATER MAIN
W-14	REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY
W-15	REDUCED PRESSURE PRINCIPLE FIRE SPRINKLER SYSTEM CLASS III, IV & V
W-16	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-17	WATER WELL DESTRUCTION

PLAN NUMBER	TITLE
W-18	AIR VACUUM AND RELEASE VALVE
W-19	DOUBLE CHECK BACKFLOW PREVENTION ASSEMBLY
W-20	CONSTRUCTION WATER SOURCE
W-21	PRESSURE VACUUM BREAKER
W-22	INSTALLATION REQUIREMENTS FOR AN APPROVED AIR GAP SEPARATION
W-23	MONITORING WELL MANHOLE CONSTRUCTION DETAIL
W-24	COMPOUND METER SETTING WITH BY-PASS
W-25	TURBINE METER SETTING WITH BY-PASS
W-26	FIRE HYDRANT INSTALLATION
W-27	GUARD POST DETAILS
W-28	BLOW-OFF ASSEMBLY TYPE B
W-29	AQUAGRIP GATE VALVE

Attachment L

Section 4, Bid Items

SECTION 4

EXPLANATION OF BID ITEMS

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SECTION 4

EXPLANATION OF BID ITEMS

4.00 GENERAL

All work shall be done as shown on the Plans, in conformance with the provisions in the Specifications, in conformance with the requirements in all permits related to or required for the work, and as directed by the Engineer.

The contract price paid per measure of work, or the contract lump sum price paid for an item of work, shall include full compensation for furnishing all labor, materials (unless specified as to be furnished by the City), tools, equipment, and incidentals necessary for furnishing and constructing complete in place and for doing all associated work, in accordance with the Plans, and in conformance with the provisions in the Specifications, and as directed by the Engineer.

This Explanation of Bid Items is intended to provide for each bid item, or a range of bid items, only a brief description of the work involved, a reference to the applicable section or condition in the Specifications, a brief description of any notable related work that is included or excluded, any limitation on the contract amount, and the basis of payment. Refer to the referenced section or condition in the Specifications for additional references and complete specifications for the work.

MEASUREMENT OF QUANTITIES

Unless otherwise specified, quantities of work shall be determined from field measurements by the Engineer in accordance with Section 9 of the State Standard Specifications.

Measurement by volume will be by the cubic dimension listed or indicated in the Bid Schedules. Method of volume measurement will be as determined or directed by the Engineer.

Measurement by area will be by the square dimension listed or indicated in the Bid Schedules. Method of square measurement will be as determined or directed by the Engineer.

Linear Measurement will be by the linear dimension listed or indicated in the Bid Schedules. Method of linear measurement will be as determined or directed by the Engineer. Generally, items, components or work to be measured will be measured at the centerline of the item in place.

Lump Sum measurement will be for the entire item, unit work, structure or combination thereof, as listed or indicated in the Bid Schedules. No extra payment shall be for parts of lump sum items.

CONTRACT PAYMENTS

The Contract payments for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, tools, equipment, transportation, services, documentation and incidentals, and for doing all work involved as required by the Plans and Specifications, Special Provisions, State Standards, Legal and Safety Provisions and all other Provisions of the Contract Documents.

Full compensation for all expenses incurred in conforming to the requirements for measuring materials of work shall be considered as included in the unit or lump sum prices paid for the materials and work being measured, and no additional compensation will be permitted.

Full compensation for an item of work for which no measure or payment is specified will be considered to be included in the applicable related item of work in the Bid Schedule or incidental to the Contract and as directed by the City Engineer.

Full payment for an item of work designated as Final Pay (F) shall be the final pay for the estimated quantity in the Engineer's Estimate for that item of work and no allowance will be made in the event the Contractor's computed quantity does not equal the estimated quantity.

4.01 BID ITEM 1 – MOBILIZATION AND DEMOBILIZATION

This is a lump sum bid item for "Mobilization and Demobilization" Reference is made to Subsection 5.04, "Mobilization," of the Special Provisions - Technical.

The total of all payments for mobilization shall not exceed $ 30,000.

Progress payments for mobilization will be made as follows:

1. When 5% of the original contract amount is earned from other contract items, an amount equal to 50% of the contract lump sum price for mobilization or 5% of the original contract amount, whichever is less, will be paid for mobilization.

2. When 10% of the original contract amount is earned from other bid items, an amount equal to 100% of the contract lump sum price for mobilization or 10% of the original contract amount, whichever is less, less the amount previously paid for mobilization, will be paid for mobilization.

3. Upon completion of all work on the project, an amount equal to 100% of the contract lump sum price for mobilization, less the amount previously paid for mobilization, will be paid for mobilization.

The contract lump sum price paid for "Mobilization and Demobilization" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in mobilization and demobilization, complete in place, including remobilization, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Engineer. Full compensation for any anticipated mobilization and demobilization costs in excess of the specified lump sum price shall be considered as included in the contract prices paid for the various items of work, and no separate payment will be made therefore.

4.02 BID ITEM 2 – STORM WATER POLLUTION PREVENTION

This is a lump sum bid item for "Storm Water Pollution Prevention." Reference is made to Subsection 5.05, "Storm Water Pollution Prevention," of the Special Provisions - Technical.

The contract lump sum price paid for "Storm Water Pollution Prevention" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in "Storm Water Pollution Prevention," complete in place, including preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP); all work involved in the installation, implementation, maintenance, and removal of best management practices (BMPs); and site stabilization upon completion of construction; as shown on the

Drawings, in conformance with the provisions in the Specifications, as required by permitting agencies, and as directed by the Engineer.

4.03 BID ITEMS 3 – SJVAPCD & EMISSION CONTROL

This is a lump sum bid item. Reference is made to 5.06, “SJVAPCD Requirements,” Subsections 5.07, “Dust Control Plan,” and 5.08, “Street Sweeping,” of the Special Provisions – Technical.

The contract lump sum price paid for, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in “Dust Control,” including preparation and implementation of a Dust Control/Sweeping Plan, and maintaining a water truck and approved street sweeper on project site for duration of the construction project, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.04 BID ITEM 4 – TRAFFIC CONTROL, DETOURS, AND ACCESS

This is a lump sum bid item for “Traffic Control, Detours, and Access.” Reference is made to Subsections 5.02, “Description and Order of Work”, and 5.10, ”Traffic Control, Detours, and Access,” of the Special Provisions - Technical.

“Traffic Control, Detours, and Access” shall consist of constructing, maintaining and removing temporary paved detours; establishing, maintaining and discontinuing temporary alternate route detours; providing and maintaining traffic control; providing access to properties in the vicinity of the work; and providing for the convenience and safety of the public and public traffic, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

The contract lump sum price paid for “Traffic Control, Detours, and Access” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in “Traffic Control, Detours, and Access,” complete in place, including preparing and securing the Engineer’s approval of the traffic control plan; flaggers; furnishing, installing, maintaining and finally removing aggregate base and asphalt concrete for construction of optional detours not shown on the Plans; traffic control signs and devices; pavement markings; channelizers; and chain link fence; all as shown on the Drawings, in conformance with the provisions in the Specifications and required permits, and as directed by the Engineer.

4.05 BID ITEM 5 – TRAFFIC SIGNALS AND LIGHTING – OLIVE AVE. AND KNOX ST.

The lump sum price paid for this item shall include full compensation for all costs involved in furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the traffic signal and street lighting systems, complete in place, and no additional payment will be made therefor. The work shall conform to the applicable provisions of the City of Madera Standard Drawings and Specifications, the applicable sections of the State Standard Specifications and Revised Standard Specifications, these specifications, as shown on the plans, and as directed by the Engineer. Reference is made to Subsection 5.34 "Traffic Signals and Lighting," of the Special Provisions – Technical.

This work shall consist of installing the traffic signal and street lighting systems, including, but not limited to, poles, mast arms, foundations, loop detectors, conduits, pull boxes, conductors,

cabinets, battery backup system, emergency vehicle detection system, and all other necessary appurtenances, complete in place.

Traffic signal equipment shall not be ordered until the contractor has potholed the foundation locations and determined the presence of existing utilities or other underground structures. If existing utilities or underground structures are found to conflict with the proposed foundations, the Contractor shall immediately notify the Engineer.

All materials shall be furnished and installed by the Contractor and shall be included in this bid item.

The Contractor shall furnish the Engineer a schedule of values for this contract lump sum item. Schedule of values table shall be submitted to the Engineer for approval prior to start of work.

The schedule of values must include type, size, quantity, and installation method for:

6.01. Foundations
6.02. Standards and poles
6.03. Conduit
6.04. Pull boxes
6.05. Conductors and cables
6.06. Service equipment enclosures
6.07. Battery backup system
6.08. Signal heads and hardware
6.09. Pedestrian signal heads and hardware
6.10. Pedestrian push buttons
6.11 Video detection system
6.12. Traffic Signal Loop detectors
6.13. Luminaires and lighting fixtures
6.14. Emergency vehicle detection system
6.15. Traffic signal controller and cabinet

The sum of the amounts for the line items of work listed in the schedule of values table for this bid item shall be equal to the contract lump sum bid price. No adjustments in compensation will be made in the contract lump sum price due to differences between the quantities shown in the schedule of values furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these specifications.

At the Engineer's discretion, the approved schedule of values may be used to determine partial payments during the progress of the work.

4.06 BID ITEM 6 – CLEARING AND GRUBBING

This is a lump sum bid item for "Clearing and Grubbing." Reference is made to Subsections 5.12, "Clearing and Grubbing, 5.14, "Existing Highway Facilities (Concrete and Asphalt Concrete)," of the Special Provisions – Technical and Sections 7-9, "Protecting, Restoring Existing Improvements," and 10, "Clearing and Grubbing," of the Standard Specifications.

"Clearing and Grubbing" shall consist of the removal and disposal of trees, roots, stumps, limbs, buried logs, concrete, asphalt concrete, existing turf, buried trash, trash piles, vegetation to be removed, fences, irrigation pipe and risers, standpipes, structures, pipes, debris, storm drain

lines and inlets, temporary detour improvements, sewer manholes and sewer mains to be removed or abandoned, removal and salvaging of existing signs, removal of any existing striping and any other obstructions and objectionable material within the limits of the work which are encountered during excavation together with restoration of any facilities disturbed as a result of the Contractor's operations

The work under this bid item shall include disposal to an approved recycling site, and all work shall be in accordance with the plans and specifications.

The contract lump sum price paid for "Clearing and Grubbing" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Clearing and Grubbing," including protection of adjacent improvements, trees and plants, disposal of removed materials, excavation, backfill, compaction, and grading, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.07 BID ITEM 7 – SAW-CUTTING ASPHALT AND CONCRETE

This item shall be bid per linear foot and shall consist of saw-cutting existing asphalt and/or concrete at the locations shown and indicated on the plans, and as directed by the Engineer. Reference is made to Subsection 5.18, "Saw-cutting" of the Special Provisions – Technical.

Saw-cutting shall consist of sawing either Portland cement concrete or asphalt concrete to a minimum depth of 4 inches with an abrasive type saw, to the lines shown on the plans and as directed by the Engineer.

1. Sawcut existing street asphalt concrete as required for new AC paving.
2. Saw cut existing sidewalks as necessary for the traffic signal installations, conduits, pull boxes and electrical connections.
3. Sawcut Concrete and AC pavements as required for new traffic signal loop installations.

The Contractor shall protect all sawcut edges from damage. Should any sawn edge become damaged, the Contractor shall re-saw the edge at his expense.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals to provide all necessary saw-cutting, including protecting the sawed edge, shall be considered as included in the unit price paid for "Saw Cutting Asphalt and Concrete," and no additional payment will be made therefore.

4.08 BID ITEM 8 – PAVEMENT AND BASE REMOVAL

This is a unit price bid item (Final Pay Quantity), per cubic yard, for "Pavement and Base Removal." Reference is made to Subsections 5.16, "Remove Existing Street Pavement and Base," and 5.17, "Earthwork," of the Special Provisions – Technical and in accordance with Section 7-1.02K(6)(j)(iii), "Lead Compliance Plan ", of the State Standard Specifications.

The Contractor shall provide a plan for a method of removal of existing thermoplastic paint striping for approval by the Engineer. The Contractor shall also provide a lead compliance plan in accordance with Section 7-1.02K(6)(j)(iii) of the State Standard Specifications for removal and disposal of lead base paint material and soils material if the existing striping, markings and existing soil material contain lead.

"Pavement and Base Removal" shall consist of the removal of all existing asphalt concrete and aggregate base material as shown to be removed on the Plans and as directed by the Engineer. Material shall be removed to subgrade.

The contract unit price paid per cubic yard for “Pavement and Base Removal” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in “Pavement and Base Removal,” including pavement striping and marking paint removal per the approved Lead Compliance Plan, grinding, removal, loading, hauling and storage of the material to be removed or delivered to a recycling center as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.09 BID ITEM 9 – ROADWAY EXCAVATION AND SUBGRADE PREPARATION

This is a unit price (Final Pay Quantity) bid item, per cubic yard, for “Roadway Excavation and Subgrade Preparation.” Reference is made to Subsections 5.16, “Remove Existing Street Pavement and Base,” and 5.17, “Earthwork,” of the Special Provisions - Technical.

“Roadway Excavation and Subgrade Preparation” shall consist of excavating and filling the soil after work in Bid Item 9, "Pavement and Base Removal" has been completed to achieve the appropriate road subgrade elevations. This item shall also include any import or export of soil as needed to meet design grades and the removal, disposal of unsuitable material and the preparation of subgrade prior to placement of additional material, including grading and compaction.

The contract unit price paid per cubic yard for “Roadway Excavation and Subgrade Preparation” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in “Roadway Excavation and Subgrade Preparation,” including full depth milling/grinding, removal, hauling, and storage of the material to be used as recycled base or to be delivered to a recycling center, as shown on the plans, complete in place, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.10 BID ITEM 10 – CLASS 2 AGGREGATE BASE

This is a unit price bid item, per ton, for “Class 2 Aggregate Base.” Reference is made to Subsection 5.19, “Aggregate Base,” of the Special Provisions – Technical and Section 12 of the Standard Specifications.

“Aggregate Base – Class II” may be material excavated under Bid Item 8 – “Pavement Base Removal” if tested within the last 30 days after excavation and passed the testing requirements. Reference is made to Subsection 12-5 of the Standard Specifications for use of recycled materials.

“Aggregate Base – Class II” shall consist of placing and compacting aggregate base material on a prepared subgrade or subbase surface. This bid item includes only aggregate base for the construction of improvements shown on the Plans.

Full compensation for aggregate base specified as incidental to or included in a contract item of work, including hauling, spreading, compaction, and testing, shall be considered as included in

the contract price paid for the item of work involved, and no additional compensation will be allowed therefor.

The contract unit price paid per ton for “Aggregate Base – Class II" shall also include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in “Aggregate Base – Class II," complete in place, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.11 BID ITEM 11 – ASPHALT CONCRETE (TYPE A HMA)

This is a unit price bid item, per ton, for “Asphalt Concrete (Type A HMA).” Reference is made to Subsection 5.19, “Asphalt Concrete,” of the Special Provisions – Technical and Section 39 of the State Standard Specifications.

“Asphalt Concrete (Type A HMA)” shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, hauling, spreading, and compacting the mixture in place, as shown on the Drawings.

Fog Sealing of new pavement is paid for separately, under Bid Item 12 - “Fog Seal”.

The asphalt binder shall be PG 64 – 10 or as directed by the Engineer.

The contract unit price paid per ton for “Asphalt Concrete (Type A HMA)” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in “Asphalt Concrete (Type A HMA),” complete in place, including asphalt binder, paint binder (tack coat), hauling, spreading, compaction, and testing, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.12 BID ITEM 12 – FOG SEAL

This is a unit price bid item per SY, for “FOG SEAL” complying with Caltrans Specification, Section 94, and 5.20 of the Special Provisions – Technical.

Fog Seal shall consist of SS1H complying to Caltrans Specification Section 94, with a typical application rate for diluted emulsion (1:1 ratio), spread at 0.10 to 0.125 gallons per square yard.

4.13 BID ITEM 13 – STRIPING AND PAVEMENT MARKINGS

This is a lump sum bid item for “Striping and Pavement Markings.” Reference is made to Subsections 5.25, “Pavement Striping and Markings,” 5.24, “Removal of Pavement Striping and Markings,” and 5.26, "Object Markers," of the Special Provisions – Technical.

This work shall include the furnishing, removing, relocating and installing traffic signs, street signs, permanent paint traffic lane striping, markings, reflective markers, crosswalks, and painting curb. The necessary grinding out of existing paint striping and markings, and furnishing and placing of slurry seal to where the existing paint striping, crosswalks and markings have been ground out is also included in this bid item.

The contract lump sum price for "Striping and Pavement Markings,` shall include full compensation for all costs involved in furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in signing, striping and pavement markings, complete in place, shall be included in the lump sum price and no additional payment will be made.

4.14 BID ITEM 14 – SIGNAGE

This is a unit price bid item, per 'each' for various "Signages" confirming to the Caltrans Manual of Unified Traffic Control Devices, and as detailed below. Reference is also made to 5.23, "Roadside Signs," of the Special Provisions – Technical.

STOP / ALL WAY – R1-1 and R1-3P	… 01 Ea. (Relocation)
NO STOPPING ANYTIME – R26 (S) (CA)	… 06 Ea.
BIKE LANE, BEGIN / END – R81(CA), R(81A/R81B(CA)	… 03 Ea.
RIGHT LANE MUST TURN RIGHT – R3-7	… 01 Ea.
RIGHT LANE TURNS RIGHT AHEAD – W73A (CA)	… 01 Ea.
THRU TRAFFIC MERGE LEFT – W74(CA)	… 01 Ea.

All four STOP (R1-1) and ALL WAY (R1-3P) signs will be removed and salvaged when the Traffic Signals are fully operational, and will be paid under Bid Item 5: "TRAFFIC SIGNALS and LIGHTING".

4.15 BID ITEM 15 – CONCRETE CURB AND GUTTER

This is a unit price bid item, per linear foot, for "Concrete Curb and Gutter." Reference is made to Subsection 5.21, "Concrete Construction," of the Special Provisions – Technical, and Standard Drawing ST-12.

This item shall consist of constructing concrete curb and gutter at the locations and grades shown on the plans. Subgrade beneath the curb and gutter shall be properly prepared by scarifying the soil to a depth of 6 inches, compacting and moisture conditioning as needed to achieve 95% minimum relative compaction.

The contract unit price paid per linear foot for "Concrete Curb and Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in "Concrete Curb and Gutter," complete in place, including forming, joint construction, finishing, curing, and testing, as shown on the Drawings, and in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.16 BID ITEM 16 – CONCRETE SIDEWALK

This is a unit price bid item, per square foot, for "Concrete Sidewalk." Reference is made to Subsection 5.21, "Concrete Construction," of the Special Provisions – Technical and in conformance with Standard Drawings ST-13A and ST-13B.

This item shall consist of constructing concrete sidewalk at the locations and grades shown on the plans. Subgrade beneath the sidewalk shall be properly prepared by scarifying the soil to a depth of 6 inches, compacting and moisture conditioning as needed to achieve 90% minimum relative compaction.

The contract unit price paid per square foot for "Concrete Sidewalk" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in "Concrete Sidewalk," complete in place, including forming, joint construction, finishing, curing and testing, as shown on the Plans, and in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.17 BID ITEM 17 – CONCRETE ADA CURB RAMP WITH TRUNCATED DOMES

This is a unit price bid item, per each, for “Concrete ADA Curb Ramp.” Reference is made to Subsection 5.21, “Concrete Construction,” of the Special Provisions – Technical, and in conformance with Standard Drawing ST-16.

This item shall consist of constructing concrete curb ramp at the locations and grades shown on the plans. Subgrade beneath the curb ramp shall be properly prepared by scarifying the soil to a depth of 6 inches, compacting and moisture conditioning as needed to achieve 90% minimum relative compaction.

The contract unit price paid per each for “Concrete ADA Curb Ramp” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in “Concrete Curb Ramp,” complete in place, including forming, joint construction, finishing, curing, testing, and ensuring ramps are constructed in conformance with the “Americans with Disabilities Act (ADA)”, including truncated domes, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

4.18 BID ITEM 18 – 1” INCH WATER SERVICE AND METER

This is a unit price bid item, per each, for “Water Service and Meter.” Reference is made to Subsection 5.31, "Water Facilities" of the Special Provisions – Technical.

This item shall consist of abandoning the existing 1” water service, including all pipe, fittings, meter and meter box. Any landscape replacement necessary shall be included in this bid item. The cost shall also include the required trenching and reinstatement.

The unit price bid shall include full compensation for furnishing labor, material, tools, equipment, removal and disposal of existing material, and incidentals to perform this work as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer and no additional payment will be made therefore.

4.19 BID ITEM 19 – CONSTRUCTION STAKING

This is a lump sum bid item for “Construction Staking” and shall include survey work under the supervision of a licensed Professional Land Surveyor as necessary to provide construction staking control and as-built records of the improvements, in accordance with the plans, Section 1-11 of the General Conditions, this specifications and special provisions, and as directed by the Engineer.

The contract lump sum price paid for “Construction Staking” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals to complete “Construction Staking” in conformance with the plans, and as directed by the Engineer.

4.20 BID ITEM 20 – MISCELLANEOUS FACILITIES AND OPERATIONS

This is a lump sum bid item for “Miscellaneous Facilities and Operations.” Reference is made to Subsection 5.37, “Miscellaneous Facilities and Operations,” of the Special Provisions – Technical.

The contract lump sum price paid for “Miscellaneous Facilities and Operations” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in “Miscellaneous Facilities and Operations,” complete in place, as shown

on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

This item shall include, but not be limited to the following:

1. Install / Display project signs including funding source at the Beginning and End of Project
2. Written notices to businesses and residents
3. Maintaining access to businesses and residents affected by the project work
4. Coordination for Madera Transit Bus stop locations, if any.
5. Coordination for MUSD school bus stop locations
6. Construction Area Signs for temporary traffic control
7. Display ‘No Parking’ signs as required with the appropriate vehicle code section(s) for towing of parked vehicles.
8. Replacement of existing improvements / facilities damaged during construction
9. Dewatering as needed
10. Cleanup

Attachment M

Section 5, Technical Specifications

SECTION 5

SPECIAL PROVISIONS – TECHNICAL

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SECTION 5

SPECIAL PROVISIONS – TECHNICAL

5.01 CONSTRUCTION CONDITIONS

A. ENGINEER

The word “Engineer” shall mean and refer to The City of Madera Engineering Department, 428 E. Yosemite Avenue, Madera, CA 93638.

B. ARCHEOLOGICAL ARTIFACTS

Should the construction activities uncover items which may qualify as archeological artifacts, the Contractor shall cease construction at that location and immediately notify the Engineer.

C. CONTAINMENT AND TRANSPORTATION OF AGGREGATE MATERIAL

The Contractor shall refer to the provisions in Sections 23113, 23114, 23115 and 40000.16 of the California Vehicle Code regarding containment and transportation of any aggregate material upon public roadways, which provisions are hereby incorporated into these Special Provisions – Technical.

D.CONSTRUCTION SURVEYING

The Contractor shall provide construction surveying as required to provide horizontal and vertical control for the placement of improvements, equipment and systems in conformance with the Contract Documents and as directed by the Engineer and include all surveying costs in the various bid items

E. FULL COMPENSATION INCLUDED IN BID AMOUNT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until acceptance by the City and for all risks of every description connected with the prosecution of the work; also for the expenses incurred as consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of the obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

The contract prices paid for the work shall include full compensation for furnishing all labor, materials, tools, and equipment, and incidentals, for paying all related fees and expenses, and for doing all the work involved, complete in place, including work shown or specified for which specific contract items are not identified, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer. The Contractor shall proportionally distribute incidental costs associated with work for which specific contract items are not identified among the contract prices for the work for which specific contract items are identified, and no additional compensation will be allowed therefor.

F. PERMITS, LICENSES AND FEES

The Contractor shall secure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work under this contract. The Contractor shall undertake all efforts necessary to develop complete self satisfaction as to the provisions in the various permits and the submission of a bid on this project will be deemed conclusive evidence that the Contractor has done so.

Satisfactory evidence of obtaining the required permits shall be submitted to the Engineer prior to, and as a condition of, issuance of the "Notice to Proceed." The Contractor shall abide by the conditions of said permits and perform all work governed by said permits in conformance therewith and as directed by the Engineer.

Full compensation for all work necessary to obtain and comply with all required permits and licenses, including any and all related fees and expenses, shall be considered as included in the contract prices for the items of work for which the permits and licenses are required, and no additional compensation will be allowed therefor.

1. CITY OF MADERA BUSINESS LICENSE

The Contractor shall obtain a City of Madera Business License for work in City right-of-way, and pay any and all related expenses required for the City of Madera Business License.

Contact Information: City of Madera, Finance Department, 205 W. 4th Street, Madera, CA 93637, (559) 661-5408.

2. CITY OF MADERA STREET WORK PERMIT

The Contractor shall obtain a City of Madera Street Work Permit for work in City right-of-way, and pay any and all related expenses, except that no permit fee will be required for the City of Madera Street Work Permit.

Should the Contractor desire to make preliminary soil investigations in public street rights-of-way, he shall secure the required permits from the appropriate agencies and conform to the requirements thereof.

Contact Information: City of Madera, Engineering Division, 428 E. Yosemite Avenue, Madera, CA 93638, (559) 661-5418.

3. CITY OF MADERA BUILDING PERMIT

The Contractor shall obtain a Building Permit for the associated electrical work and pay any and all related fees and expenses.

Contact Information: City of Madera, Building Division, 205 W. 4th Street, Madera, CA 93637, (559) 661-5440.

4. OTHER PERMITS

The Contractor shall obtain any and all other permits that may be required for the work, and pay any and all related fees and expenses.

Should the Contractor desire to make preliminary soil investigations in public street rights-of-way, he shall secure the required permits from the appropriate agencies and conform to the requirements thereof.

G. COMPLIANCE WITH SAFETY CODE

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site. This review does not relieve the Contractor of any duties, obligations and responsibilities for compliance with the safety codes nor does it place any responsibility upon the Engineer for the Contractor's compliance with all appropriate safety requirements. The Contractor shall comply with all applicable codes, including the regulations and safety orders of the California Department of Industrial Relations, 2550 Mariposa Street, Fresno, California 93721, (559) 445-5302.

H. JOB SAFETY AND SPECIAL WORKER PROTECTION FROM TOXIC OR EXPLOSIVE GASES

The Contractor shall comply with the provisions in the Construction Safety Orders, Tunnel Safety Orders and General Safety Orders issued by the California Department of Industrial Relations, as well as all other applicable laws, ordinances and regulations.

In conformance with said Safety Orders, the Contractor shall protect workers from toxic or explosive gases by providing whatever testing equipment and other special equipment that may be needed to detect the presence of and to remove such toxic or explosive gases found to exist in any underground facilities involved in the work, whether these facilities are newly constructed or existing.

The above-named requirements of the California Department of Industrial Relations are minimum requirements. In addition, the Contractor shall provide, for the life of the contract, similar protection for any person, including the Engineer or any authorized representatives thereof, subcontractors, or any other person authorized or required to enter such underground facilities for inspection, repairs, or any other reason.

I. MINIMIZING NOISE IMPACTS OF CONSTRUCTION

The following measures shall be implemented by the Contractor to minimize noise impacts during construction:

The Contractor shall conduct all operations in conformance with the Noise Regulations in the Municipal Code of the City of Madera.

To minimize potential annoyance related to construction noise, advance notice of the proposed construction times shall be given to all residents and other occupants of structures along the route of the project. At least 5 working days notice shall be given to all residents, except that at least 2-weeks notice shall be given to noise-sensitive facilities, such as schools, churches, etc.

Noise generating activity shall be limited to the hours of 7:00 am to 7:00 pm, Monday through Friday. Construction activities shall occur only during daylight hours, unless special permission in writing is obtained from the Engineer. If nighttime construction is allowed at a location, advance scheduling information shall be provided to nearby residents. Unnecessary noise, such as idling vehicles, shall not be allowed during nighttime construction.

Construction activities, except of an emergency or maintenance nature, shall not occur on Saturdays or Sundays.

All construction equipment shall be equipped with proper mufflers and other noise suppression devices, insofar as practicable.

None of the above shall be interpreted to allow construction at any time not in conformance with jurisdictional agencies' laws, rules or ordinances regulating allowable hours of work and allowable noise levels.

J. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Contract is subject to all terms and conditions of the OCCUPATIONAL SAFETY AND HEALTH ACT of 1970, the California Occupational Safety and Health Act and their present and future amendments.

The Contractor expressly assumes responsibility for compliance therewith and warrants that all materials, supplies and equipment provided or installed pursuant to this Contract, whether provided by the Contractor, subcontractor, or a supplier, fully satisfy the requirements in said Acts. The Contractor shall, upon insertion in each contract with a subcontractor or supplier of a clause by which the subcontractor or supplier warrants such compliance, be relieved of responsibility by the subcontractor or supplier.

K. MAINTAINING DRAINAGE

The Contractor shall provide and maintain drainage for the existing street sections or other areas of work. Temporary provisions for drainage of any area during construction where existing drainage facilities have been damaged or altered as a result of the Contractor’s operations shall be made by the Contractor as directed by the Engineer.

The Contractor shall be responsible for all damages to public or private property incurred due to failure to provide adequate drainage within and through the construction area or due to blockage of existing drainage facilities at or upstream from the area of work.

L. EXISTING UTILITIES

Reference is made to Section 5 of the City Standard Specifications and these Special Provisions.

The Contractor shall notify Underground Service Alert (USA) by telephone, **calling “811”** at least 48 hours prior to the beginning of any excavation work, and request field marking of existing utility facilities in the work area.

Please email or call to confirm a field meet, before any of your work begins (a minimum of two days’ notice is required).

Any unauthorized digging will be addressed as a threat to public safety and could result in notification to the relevant authorities.

M. SPECIAL REQUIREMENTS NEAR NATURAL GAS TRANSMISSION FACILITIES

Reference is made to Subsection 5.01L, “Existing Utilities,” of these Special Provisions

The Contractor shall notify PG&E by contacting Rich Franklin by telephone, (559) 263-7279, no less than 48 hours in advance of performing work in the vicinity of natural gas transmission facilities, whether parallel or transverse to the proposed improvements. When required by PG&E, no work shall be done in the vicinity of natural gas transmission facilities unless a PG&E inspector is on hand at the site of the work.

If PG&E or the Engineer determines that temporary support or bracing of natural gas transmission facilities is necessary during construction, the Contractor shall provide such support or bracing, or shall make arrangements to have PG&E provide such support or bracing, as directed by the Engineer. The Contractor shall bear all costs and expenses associated with temporary support or bracing of existing natural gas transmission facilities, and shall bear all costs and expenses associated with damage to existing natural gas transmission facilities resulting from the Contractor's operations.

N. COORDINATION WITH UTILITIES AND OTHER CONTRACTORS

The Contractor shall diligently coordinate construction operations with, and shall cooperate with, utility companies and agencies and other contractors conducting operations adjacent to or within the work area to prevent delays or hindrances to the work.

It is possible that utility work conducted by utility agencies or companies, or by contractors performing work under contract to them, may result in delays in the Contractor's operations, and may require non-continuous operations in the vicinity of utility work when continuous operations would otherwise have been possible. If, in the opinion of the Engineer, a delay is unavoidable and directly attributable to such utility work, a time extension will be granted to account for the delay. However, if the delay is due to the Contractor's failure to diligently coordinate construction operations with the utility work, in the opinion of the Engineer, no time extension will be granted.

The Contractor shall not be entitled to compensation for reasonable delays of utility work.

O. COMPACTION TEST METHODS

Maximum dry density and field density and Relative Compaction determinations shall conform to the provisions in ASTM D1557, and California Test Method 216 and 231. Field density and moisture content determinations shall conform to the provisions in ASTM D1556, D2922, and/or D3017.

P. COSTS RELATED TO COMPLIANCE WITH ADDITIONAL CONDITIONS

Full compensation for all work and expenses involved in compliance with the additional conditions contained in this section, including work attributable to delays, non-continuous operations and multiple move-ins required as a result of coordination with utilities and other contractors, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

5.02 DESCRIPTION AND ORDER OF WORK

The work in general consists of widening and intersection improvements to Olive Avenue and Knox Street, to Arterial Street standards including: concrete curbs, gutters, sidewalk and ADA ramps. Street construction includes removal of existing pavements, grading of roadway subgrade, placing aggregate base, and asphalt concrete paving. Also included is the installation of a new traffic signals system, and electrical service pedestal and meter for street lighting.

The Order of work for the construction of this project must accommodate the heavy traffic volumes at the intersections and is required to keep at least one lane in each direction open to traffic at all times. Construction operations cannot disrupt or create unsafe conditions for the traffic flows and pedestrian accessibility and mobility.

The Primary Contractor is required to coordinate and cooperate with other Contractors anticipated to perform construction work within the project limits during the construction staging of the road project under this contract.

5.03 PROSECUTION AND PROGRESS

Beginning of Work. - The Contractor shall begin onsite construction operations within ten (10) calendar days of the commencement date specified by the City in the Notice to Proceed.

Progress Schedule. - The Contractor shall diligently prosecute this work to completion no later than One Hundred twenty (120) calendar days total after the commencement date specified by the City in the Notice to Proceed. All work, must be completed within the One Hundred Twenty (120) calendar days allotted to the project.

At least seven (7) calendar days prior to the commencement date, the Contractor shall submit a proposed progress schedule. The schedule shall indicate the dates proposed for beginning and completion of each part of the work. The schedule will be reviewed by the Engineer for practicability with respect to overall completion time. No on-site construction operations shall begin prior to the date of the Engineer's approval of the Contractor's proposed progress schedule.

5.04 MOBILIZATION

“Mobilization” shall consist in the movement of personnel, equipment, supplies, and incidentals to the project site, and including any remobilization necessary because of the required construction schedule and/or order of work sequencing as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

Progress payments for mobilization will be as specified in Section 9-1.16D Mobilization of the State Standard Specifications.

5.05 STORM WATER POLLUTION PREVENTION

A. GENERAL

1. Summary

This site is covered by the Construction General Permit issued by the State Water Resources Control Board (SWRCB) under the National Pollution Discharge Elimination System permit program of the Environmental Protection Agency. The Contractor shall be fully aware of the requirements under this Permit including the latest amendments. A full copy of the General Permit and most recent orders can be found at the State Water Resources Control Board website, at:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

This project will require a Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall have the SWPPP prepared by a QSD (Qualified SWPPP Developer) in accordance with the guidelines contained in the Construction General Permit under the National Pollution Discharge Elimination System (NPDES) permit program of the Environmental Protection Agency (EPA).

A Notice of Intent (NOI) to be covered by the Construction General Permit will be processed by the Contractor using the California Stormwater Multiple Applications and Report Tracking System (SMARTS), which is found online at https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.xhtml. The Contractor will setup and prepare the NOI as a “Data Entry Person” including the attachment of the SWPPP prepared by the Contractor’s QSD. The Contractor will notify the City of Madera once the NOI is ready for

the City's Signatory Approval and submission to the SWRCB. The NOI will be approved prior to work commencing and the fees therefore will be paid by the City of Madera.

The Contractor, under the terms of this Contract, is the operator of the site. It is therefore the Contractor's responsibility to have a QSP (Qualified SWPPP Practitioner) implement and maintain the Best Management Practices (BMP) contained in the SWPPP.

Upon approval of the SWPPP, the Contractor is responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. In addition, the Contractor is responsible throughout the duration of the project for monitoring and sampling discharge flows as specified in the SWPPP and any amendments thereto. Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, " Suspensions," of the State Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in these Special Provisions.

Following completion of the construction project, the City of Madera will prepare and submit the executed NOT to the Central Valley Regional Water Quality Control Board (RWQCB) through SMARTS for termination of General Construction Permit coverage. Conditions for termination of General Construction Permits can be found in Order No. 2009-2009-DWQ.

2. SUBMITTALS

    a) SWPPP

    b) Addenda to SWPPP

    c) Reports required by the SWPPP

B. STORM WATER POLLUTION PREVENTION PLAN

1. The SWPPP will be prepared by a QSD in accordance with the guidelines contained in the General Construction Permit issued by the SWRCB under the NPDES permit program of the EPA.

2. The intent of the Construction General Permit is to protect the quality of the receiving waters of the United States by limiting the quantity of pollutants in rainfall runoff from construction sites. In order to accomplish this goal, each construction activity is

required to prepare a plan that will govern work operations and activities to lessen the probability that pollutants will be present in rainfall runoff from their site.

3. This site will be covered by the General Construction Permit by the time construction begins.
    a. All construction activity must comply with the conditions of the permit.
    b. Copies of the approved NOI will be provided to the Contractor to place in the appropriate appendix of the SWPPP when the NOI is available.
4. The Contractor's QSD will prepare the SWPPP to comply with the General Construction Permit.
    a. The Contractor, under the terms of this Contract is the Operator of the site. It is therefore the Contractors responsibility to faithfully and fully implement the BMP contained therein.
    b. Failure to implement BMP's as required to meet the intent of the General Construction Permit and the SWPPP is a breach of state and federal laws.
    c. Punishment for breaking the law can result in fines and imprisonment.
5. The BMP's contained in the SWPPP must meet the intent of the General Construction Permit.
    a. The Contractor's QSP must provide, implement, and carry out the BMP's that comply with the General Construction Permit regardless of the BMP's contained in the attached SWPPP.
    b. The Contractor's QSP shall bear full responsibility for reviewing the BMP's contained in the SWPPP, ascertaining the BMP's ability to provide adequate controls, and implementing the BMP's or implementing others deemed by the Contractor/QSP to better accomplish the intent of controlling the quality of runoff water from the Project Site.
    c. The Contractor's QSP will submit any BMP changes made in the field as an addendum to the SWPPP to the SWRCB and the SWPPP will reflect any changes made.
6. Amendments to the SWPPP shall be submitted to the Engineer for review and approval in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

C. EXECUTION

1. APPLICATION
    a. General Requirements
        1) The Contractor is to comply with the conditions of the General Construction Permit.
        2) The SWPPP is prepared to aid the Contractor in complying with the General Construction Permit.
        3) Services to be provided and maintained from commencement of Work until final acceptance.

b. Best Management Practices

1) Under the terms of this contract, the Contractor is the Operator of the Site and it is the Contractor's responsibility to faithfully and fully implement the BMP's.

2) Should the Contractor deem the BMP's in the SWPPP are inadequate to meet the requirements of the General Construction Permit, the Contractor shall implement new BMP's that are equal to or better than those contained in the SWPPP.

a) Should the Contractor implement new BMP's, he shall prepare all addenda to the SWPPP required by the General Construction Permit.

3) Failure to implement the BMP's as required to meet the intent of the General Construction Permit and the SWPPP is a breach of state and federal laws.

a) Punishment for breaking the law can result in fines and imprisonment.

2. FIELD QUALITY CONTROL

a. Monitoring of BMP's

1) Monitoring by Contractor's QSP

a) Carry out the Monitoring Program required by the SWPPP.

b) Prepare all reports required by the SWPPP.

2) Monitoring by City

a) The City will monitor the Contractor's implementation and maintenance of the BMP's.

b) Should the City determine that the Contractor's efforts fail to meet the requirement of the General Construction Permit, the SWPPP, and SWPPP amendments, the City reserves the right to that of the following actions:

- Notify the SWRCB of the perceived failure of the contractor to comply with the General Construction Permit and SWPPP.
- Withhold an amount of money from the Contractor's Payment Request, equal to the City's estimate of the value of the work required to implement and maintain the required BMP's.
- Hire a separate contractor to perform work required to implement and maintain the BMP's and deduct the costs thereof from the Contractor's Payment.

3) If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the City.

b. Availability of SWPPP

1) The Contractor shall keep copies of the SWPPP and addenda thereto in the following locations:

a) Contractor's General Business Office

b) Contractor's Project Site Field Office

c) Construction manager's Jobsite office

2) The SWPPP shall be available for public inspection at any time during normal business hours.

3) The Contractor shall make an electronic copy of the SWPPP available to the City.

3. CLEANING

a. Removal of BMP's

1) Completely remove from the Project Site all materials used to construct and maintain the BMPs upon completion of the Project.

a) Under written agreement and with the approval of the Owner, the Contractor may assign maintenance and removal responsibilities to a subsequent contractor for later work phases at the Project Site.

5.06 SJVAPCD REQUIREMENTS

Due to the anticipated disturbed area, the Contractor shall prepare a Dust Control Plan and Emission Control Plan in conformance with San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) requirements, and shall submit the plan to, and obtain the approval of, both the Engineer and SJVUAPCD.

Additional information for the Dust Control Plan and Emission Control Plan can be obtained at the following location:

San Joaquin Valley Air Pollution Control District
Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726
Phone: (559) 230-5950
Fax: (559) 230-6062

The Contractor shall faithfully implement the plan during all work carried out under this contract.

5.07 DUST CONTROL PLAN

This work shall consist of providing and maintaining dust control about the site of the work, including any haul roads to or from the site, by whatever means are necessary, such as watering, sweeping or oiling, so as to cause the least possible dust nuisance to the public. Reference is made to Section 7-8, "Project Site Maintenance," of the City Standard Specifications.

In the event, a Dust Control Plan is not required to be submitted for this project, in conformance with the San Joaquin Valley Air Pollution Control District (SJVACPD) per Reg VIII requirements, dust control shall still be discussed in the SWPPP or WPCP. The Contractor shall provide a Construction Notification Form 48 hours prior to the commencement of any earthmoving activity and obtain approval of, both the Engineer and SJVAPCD. The Contractor shall faithfully implement the plan during all work carried out under this contract.

The Contractor shall comply with the Fugitive Dust rules as established by the San Joaquin Valley Unified Air Pollution Control District. Specifically: Rule Nos. 8010 – Fugitive Dust Administration Requirements; 8020 – Dust Control Requirements for Construction, Demolition, Excavation, Extraction activities and Other Earthmoving Activities; 8030 – Dust Control Requirements for Handling and Storage of Bulk Materials; 8070 – Dust Control Requirements for Vehicle and/or Equipment Parking, Shipping, Receiving, Transfer, Fueling and Service Areas.

The Contractor shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust. Their duties shall include non-working hours, holidays and weekend periods when work may not be in progress. The names and telephone numbers of such persons shall be provided to the Engineer.

The Contractor shall make his own arrangements for and shall provide himself with a satisfactory water supply. The Contractor shall furnish his own equipment for transporting and applying water. Such equipment shall meet the approval of the Engineer. Water trucks or sprinkler systems shall be used in sufficient quantities to prevent dust raised from leaving the site during clearing, grading, earth moving, excavation, or other activities.

During construction, water trucks or sprinkler systems shall be used to keep all active areas of construction and vehicle movement damp enough to prevent dust from being raised and leaving the site. As a minimum, this shall include wetting down such areas in the late morning and after work is completed for that day. Streets adjacent to the project site shall be swept at least once per day. The frequency of watering and street sweeping shall be increased if determined necessary by the Engineer.

A water truck shall always be kept at the project site during construction.

All material excavated or graded shall be sufficiently watered to prevent excessive dust release. Watering shall occur at least twice a day with complete coverage, preferably in the late morning and after work is done for the day. After each day's activities cease, the entire area of disturbed soil shall be sufficiently wet down to create a crust.

After clearing, grading, earthmoving, or excavation is completed in any area, the entire area of disturbed soil shall be treated to prevent the wind from picking up soil. This may be accomplished by: spreading soil binders; sufficiently wetting the area down to form a crust on the surface with repeated soakings, as necessary, to maintain the crust and prevent dust from being picked up by the wind; or other methods approved by the Engineer.

The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times.

All material transported offsite shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds greater than 20 mph average over one hour.

Onsite vehicle speeds on unpaved surfaces shall be limited to 15 mph.

All internal combustion engines shall be properly maintained and tuned according to manufacturers' specifications.

Any dust control measure ordered by the Engineer shall be promptly and immediately carried out.

If the Contractor fails to provide dust control measures as specified or ordered by the Engineer within a time period deemed reasonable by the Engineer, the Contractor shall pay to the City liquidated damages of fifty dollars ($50.00) for each half hour, or portion thereof, that elapses from the time the penalty is ordered into effect by the Engineer, until dust control measures as specified or ordered by the Engineer are completely carried out and the dust nuisance is eliminated or prevented. The liquidated damages shall be deducted from monies due or to become due the Contractor.

In addition to the liquidated damages specified above, if conditions warrant, the Engineer may order City forces to eliminate or prevent the dust nuisance, or may order the work to be done by others. The full cost thereof, in addition to the liquidated damages specified above, shall be deducted from monies due or to become due the Contractor.

The contract lump sum price paid for dust control shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work related to dust control as shown on the plans, in conformance with the provisions of the Contract Documents, and as directed by the Engineer.

5.08 STREET SWEEPING

Street sweeping shall be conducted with approved sweeping equipment where sediment is tracked from the job site onto paved roads and street gutters, as described in the approved Storm Water Pollution Prevention Plan (SWPPP) and in accordance with Section 13-4.03F, “Sweeping”, "Storm Water Pollution Prevention" of these special provisions, and as directed by the Engineer.

The Contractor shall maintain at least one sweeper on the job site at all times during the period that sweeping work is required. Sweepers shall be self-loading, motorized, and shall have spray nozzles, and may include a vacuum apparatus.

Street sweeping shall start at the beginning of clearing and grubbing and shall continue until completion of the project, or as directed by the Engineer. Street sweeping shall be performed so that dust is minimized. If dust generation is excessive or sediment pickup is ineffective as determined by the Engineer, the use of water or a vacuum will be required.

At the option of the Contractor, collected material may be temporarily stockpiled in accordance with the approved SWPPP. Collected material shall be disposed of at least once per week.

5.09 OBSTRUCTIONS

Attention is directed to Section15, "Existing Facilities," of the State Standard Specifications and these Special Provisions.

Prior to the spreading of asphaltic emulsion and/or asphalt concrete surfacing, manhole covers, valve covers, survey monuments, and other underground utility facilities shall be covered with paper or other such material and shall be fully protected from damage or displacement unless otherwise directed by the Engineer.

The Contractor's attention is directed to the aerial utility lines which may interfere with the Contractor's operations. It is the Contractor's responsibility to ascertain the exact location of the facilities for minimum safe clearance distance. Moreover, the Contractor, if necessary, shall make arrangements with the utility companies to temporarily relocate their facilities and pay for the relocation to provide minimum safe clearance.

The aerial utility lines are under the jurisdiction of Pacific Gas and Electric Company, AT&T, and Union Pacific Transportation Company.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 20 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal

shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least 48 hours prior to performing any work in the vicinity of such facilities.

If such facilities are not located on the Plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities until the owner, or his representative, has located the facility by probing, or other means that will locate and identify the facility. Contractor shall assist in locating the facility by potholing, if this method is necessary. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or his representative, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays," of the State Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the State Standard Specifications.

In the event that the utility facilities mentioned above are not removed or relocated by the times specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by said times, the State will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays,"" of the State Standard Specifications, and not otherwise, except as provided in Section 15, "Existing Facilities," of the State Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract unit prices paid for the various contract items of work, and no separate payment will be made therefor.

5.10 TRAFFIC CONTROL, DETOURS, AND ACCESS

A. GENERAL

Reference is made to Section 7-10 of the City Standard Specifications.

The Contractor shall maintain traffic as required by the permits to be obtained by the Contractor, in conformance with the provisions in the Specifications, and as directed by the Engineer. It shall be the Contractor's responsibility to provide for the convenience and safety of the public and public traffic in connection with construction operations. Traffic control shall be furnished, provided and maintained by the Contractor at all times throughout the life of the Contract.

The Contractor shall secure the site of work at all times. Children shall not be allowed in or along the area of the work, on spoil piles or at other unsuitable locations within the work.

The Contractor shall so conduct construction operations as to cause the least possible obstruction and inconvenience to public traffic and abutting property owners (or tenants), and shall have under construction no greater length or amount of work than can be properly prosecuted with due regard to the rights and safety of the public. Unless other existing streets are designated on the Plans or by the Engineer to be used as detours, all traffic shall be permitted to pass through the work. Residents along the work area shall be provided passage as far as practicable, as determined by the Engineer. Convenient access to driveways, houses and businesses along the road, street, alley, right-of-way, or other work area shall be maintained; temporary trench or pipe crossings shall be provided and maintained in good condition as required to provide such access. No more than one cross or intersecting street or road shall be closed at any one time in any one general area of the work without the approval of the Engineer.

The Contractor shall keep all Fire Departments, Police and Sheriff's Departments, ambulance companies, public transportation, and school districts informed at all times as to the exact location

and progress of the work and shall notify them immediately of any streets closed to traffic or impassable for fire-fighting, safety equipment, public transportation or school buses. At least 48 hours in advance of beginning work in any street, alley, or other public thoroughfare, the Contractor shall notify the Engineering department and any other jurisdictional agencies involved and comply with their requirements regarding traffic control and public convenience and safety. Such notifications shall include the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

B. CONTRACTOR'S TRAFFIC CONTROL PLAN

A minimum of seven (7) working days in advance of commencing construction on the project, the Contractor shall submit detailed traffic control plans, including any proposed detours, to the Engineer. The Contractor shall obtain the approval of such plans, and any required modifications thereto, by the Engineer prior to the implementation of any traffic control measures and the commencement of any work requiring traffic control.

C. CONSTRUCTION SIGNING AND DELINEATION

The construction area shall be signed by the Contractor in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD). Signs in place during hours of darkness shall be reflectorized for nighttime visibility in conformance with the provisions in the California MUTCD. Compliance with the provisions in the California MUTCD shall be considered as a minimum requirement and it shall be the responsibility of the Contractor to provide additional safety devices when necessary to maintain a safe condition. Nothing in the Specifications is to be construed as to reduce the minimum standards in the California MUTCD.

All cones, pylons, barricades or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.

The signing, barricading, and diverting of traffic shall be subject to the approval of the various authorities with jurisdiction over such public streets. The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish, names and telephone numbers of persons responsible for this emergency service. In the event these persons do not promptly respond or the authority deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.

Suitable advisory signs shall be furnished and maintained by the Contractor, as approved by the Engineer, to advise motorists of scheduled operations or detours that may delay or block traffic in specific areas at specific times.

Suitable advisory signs shall also be furnished and maintained by the Contractor, as approved by the Engineer, to advise motorists of the alternate routes of access to commercial businesses along the work, and to the fact that said businesses remain open during construction. Such signs shall be of suitable size, design and number, to adequately inform the public of the available route(s) of access to the affected businesses, and shall be placed so as to provide such information to vehicles approaching a particular commercial establishment from any direction along public streets. Contractors on adjacent construction units of this project shall coordinate said signs between said construction units to accomplish adequate public notification for this purpose. The proposed size and wording of the signs, and their proposed placement locations and sequencing, shall be submitted to the Engineer, and approval gained therefor, prior to commencing work on this project.

High level warning is to be used in advance of the project along with the normal construction signs. All signing shall conform to the provisions in the California MUTCD. All signing shall be of standard size, shape and color. Non-standard signs, such as black on yellow "No Left Turn" signs will not be allowed. When a regulatory sign is used to prohibit a vehicular movement, 2 signs shall be used. Example: To prohibit left turns, one sign shall be at the intersection and another 100' to 200' back from the intersection. A complete detailed description of traffic control signs can be found in the California MUTCD.

Where traffic is to be moved out of its normal position, the Contractor shall furnish and maintain lighted arrow boards as required.

Surface mounted channelizers shall be furnished and placed, maintained, and later removed, to separate opposing traffic or to separate work area from a traffic lane, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal:

TYPE	MANUFACTURER OR DISTRIBUTOR
Safe-Hit SH236SMA	Safe-Hit Corporation 930 W. Winton Ave., Building #11 Hayward, CA 94545
Carsonite "Super Duck" SDF-436	Carsonite International Corp. 2900 Lockheed way Carson City, NV 89701
Repo "The Replaceable Post"	Pacific Autopost, Inc. P.O. Box 4321 Laguna Beach, CA 95652-4321

Channelizer posts shall be orange in color.

Channelizer bases shall be applied only on a clean, dry surface during periods when the pavement and the air temperature is above 32°F and when the relative humidity is 80% or less. Channelizer bases shall be cemented to the pavement in accordance with Section 12-3.05, "Channelizers," of the State Standard Specifications.

Channelizers shall be placed uniformly, straight when on tangent alignment and on a true arc when on curved alignment. All layout work to place the channelizers to the proper alignment shall be performed by the Contractor.

Channelizers that are damaged from any cause, during the progress of the work, shall be repaired by and at the expense of the Contractor. Channelizer posts that are displaced or fail to remain in an upright position from any cause, during the progress of the work, shall be replaced immediately by the Contractor to their original locations. Replacement channelizer posts need not be new provided such used material, as determined by the Engineer, is not damaged and is suitable for the purpose intended.

When no longer required for delineation, as determined by the Engineer, channelizers, including bases, shall be removed by the Contractor. Care shall be exercised in the removal of the bases so as to prevent damage to the pavement. Any void left in the pavement, over 1/4 inch depth, as a result of the removal of the bases, shall be repaired by and at the expense of the Contractor.

Existing striping and road stencil work which conflicts with detour layout shall be blacked out with approved black paint. Conflicting signs shall be temporarily covered. Upon completion of the work in the area, such modifications shall be returned to their original state. All of these operations shall be the responsibility of the Contractor.

D. PERMANENT TRAFFIC CONTROLS

All existing permanent traffic control signs, barricades, and devices shall remain in effective operation, unless a substitute operation is arranged for and approved as a portion of the detailed traffic control plan specified above.

E. PEDESTRIAN WALKWAYS

A minimum of one 4-foot-wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

The Contractor shall maintain pedestrian crossings at signals with adequate visibility for approaching traffic.

Pedestrian crossings of the work shall be provided and maintained by the Contractor at intervals not exceeding 300 feet, unless otherwise approved by the Engineer.

All pedestrian walkways and crossings, whether temporary or permanent, shall be compliant with the Americans with Disabilities Act.

F. ACCESS TO ADJACENT PROPERTIES

Prior to restricting normal access from public streets to adjacent properties, the Contractor shall notify each property owner or responsible person, in writing, providing information as to the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property. Such notification shall be made 48 hours in advance of said restriction. A copy of said notification shall be submitted to the Engineer.

Access, as determined by the Engineer, from public streets to all adjacent properties shall be maintained by the Contractor at all times during the construction. During working hours, pedestrian access to homes, churches, businesses, and access to neighborhoods, although at times inconvenient, shall be maintained. During non-working hours, convenient access shall be restored. Such access may be provided by means which may include, but not be limited to, steel plates, steel ramps, etc.

Vehicular access shall be maintained by the Contractor at all times to the following:

1. All commercial establishments.
2. All schools.
3. All active agricultural operations.

Such access shall be provided by alternate use of multiple access points, if available, or by construction of a temporary access as necessary, which may include, but not be limited to, steel plates, steel ramps, etc.

Where interruptions to access are allowed, every effort shall be made to restore the access at the earliest possible time. Access along the street shall be provided at all times for emergency vehicles.

Where adequate room is not available in the street for temporary storage of trench spoil, such material shall be removed from the street to a site obtained by the Contractor, and then returned

to the trench for backfill. Full compensation for such removal and replacement shall be included in the amount bid for the various items requiring excavation and no separate payment shall be made therefor.

Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to all fire hydrants along the work.

The Contractor shall cooperate with the various parties involved in the delivery of mail, the collection and removal of trash and garbage, and the bus or van transportation of students to and from schools, to maintain existing schedules for these services. When so directed by the Engineer, the Contractor shall maintain, or provide for temporary relocation of, existing public transportation stops.

G. TEMPORARY FENCING AT CONSTRUCTION SITES

In all cases where a construction site is left unattended, such as overnight or over non-working days, a temporary 6-foot high chain link fence shall be erected by the Contractor around the construction site. Said fencing shall be maintained by the Contractor to provide protection from entry into the construction area.

H. RESTRICTIONS ON TIMES WHEN CONSTRUCTION MAY OCCUR

Where shown on the Plans or the Contractor's traffic control plans as approved by the Engineer, or required by the Specifications, work at various locations shall be restricted to certain hours of the day or night.

If the Contractor fails to complete operations within the restrictions set forth, or commences work prior to the allowable time period, the Contractor shall pay to the City a liquidated damage of fifty dollars ($50.00) for each half hour, or portion thereof, which elapses within said restricted period in violation of this restriction. Such liquidated damages shall be deducted from any monies due or to become due the Contractor and are in addition to any liquidated damages specified in the Contract Documents.

5.11 WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND

The Contractor shall comply with the provisions in the Construction Safety Orders, Tunnel Safety Orders, and General Safety Orders issued by the California Department of Industrial Relations, and shall comply with the provisions in the Federal Occupational Safety and Health Administration's regulations, as well as all other applicable laws, ordinances and regulations, as they pertain to the protection of workers from the hazard of caving ground.

In compliance with the provisions in Section 6705 of the Labor Code of the State of California, the Contractor shall obtain the approval and acceptance of the Engineer in advance of the excavation of any trench or trenches, jacking or receiving pits, or other pits, 5 feet or more in depth, of detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made by the Contractor for worker protection from the hazard of caving ground during the excavation of trenches and pits, and during any other period that workers may be exposed to such hazard. Where such plan varies from the shoring system standards established by the California Department of Industrial Relations, or, if other qualifying conditions exist as set forth in the Federal or State regulations (such as depth of excavation in excess of 20 feet), the plan shall be prepared by a Registered Civil or Structural Engineer.

The requirements of the California Department of Industrial Relations, and the Federal regulations for the provision of worker protection from the hazard of caving ground, and all other applicable laws, ordinances and regulations, are minimum requirements. In addition, the Contractor shall

provide, for the life of the Contract, the same protection for any person, including the Engineer or any of his authorized representatives, subcontractors, or any other person required to be exposed to such hazard in the performance of the work, inspection of the work, or for any other reason.

The Contractor shall provide, at his expense, protective measures as necessary for testing personnel and other inspectors during the excavation, pipe bedding, pipe installation, backfill and compaction processes. This shall consist of additional shielding, shoring, sloping, or other procedures as necessary to adequately protect said personnel and provide adequate working room during testing and inspection.

5.12 CLEARING AND GRUBBING

"Clearing and Grubbing" shall consist of the removal and disposal of concrete, asphalt material, trees, roots, stumps, limbs, buried logs, wood, lumber, existing turf, buried trash, trash piles, vegetation to be removed, irrigation pipes and rise, standpipes, structures, pipes, debris, temporary detour improvements, removal and salvaging of existing signs, and any other obstructions and objectionable material within the limits of the work which are encountered during excavation for and installation of the proposed improvements.

The Contractor shall remove tree roots and stumps to a depth of 3 ft in such a way that no damage to underground facilities occur. The spaces left by removal of trees shall be backfilled with material free from deleterious material and compacted to 90% maximum density.

Contractor shall immediately restore landscape irrigation system facilities disturbed as a result of the Contractor's operations and provide temporary landscape irrigation during the period of such disturbance. Loss of plants and lawn due to damage or lack of care by the Contractor shall be replaced, in like kind, at the Contractor's expense.

Removed materials shall be disposed of outside the highway right-of-way as provided in Section 15-2.03, "Disposal", of the State Standard Specifications.

Full compensation for clearing and grubbing, and disposing of to an approved location, shall be considered as included in the contract lump sum price paid for clearing and grubbing, and no separate payment will be made therefor.

5.13 EXISTING HIGHWAY FACILITIES (MISCELLANEOUS)

Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications and these Special Provisions.

The Contractor shall remove existing fences that are shown on the Plans as to be removed or that interfere with construction of the proposed improvements. Where existing fencing is removed, and not replaced with new fence, the Contractor shall construct end or corner posts, as appropriate, at the limits of fence removal. The work shall conform to the design of the existing fence facilities and shall be equal in all respects to the best portions of the existing facilities. The work shall be performed in accordance with the requirements of the State Standard Specifications for new work of similar character which apply to the type of fence facility removed.

Existing roadside signs that interfere with construction, or are shown on the Plans as to be removed, shall be removed and disposed of, except that sign panels shall be salvaged. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer. Concrete sign post foundations shall be removed and disposed of, and the resulting holes shall be backfilled and compacted with material equivalent to the surrounding material.

The Contractor shall protect existing utility poles for duration of the project or until they are removed by the various utilities.

Existing pipe (including casing pipe), drainage inlets, and manholes, where shown on the Plans to be removed, shall be completely removed and disposed of. Frames, covers, and grates shall be removed and salvaged.

Removed materials shall be disposed of outside the right-of-way.

Full compensation for removal of miscellaneous existing highway facilities, including salvaging sign panels, frames, covers and grates, and including plugging ends of casing pipes, shall be considered as included in the contract lump sum price paid for clearing and grubbing, and no separate payment will be made therefor.

5.14 EXISTING HIGHWAY FACILITIES (CONCRETE & ASPHALT CONCRETE)

Attention is directed to Section 15, "Existing Facilities", of the State Standard Specifications and these Special Provisions.

"Clearing and Grubbing" shall consist of the removal and disposal of concrete curb and gutter, concrete sidewalk, concrete median, asphalt concrete, saw cutting of concrete or asphalt concrete as required, and any other obstructions and objectionable material within the limits of the work which are encountered during excavation for, and installation of the proposed improvements.

Concrete, where shown on the Plans to be removed, shall be removed as provided in Section 15-1.03B, "Removing Concrete," of the State Standard Specifications. Broken concrete resulting from the removal of existing concrete curbs or from the adjustment or relocation of existing facilities and other concrete items shall be removed.

Removed materials shall be disposed of outside the right-of-way.

Full compensation for removal of existing concrete highway facilities, including curb, curb and gutter, sidewalk, and driveway, shall be considered as included in the contract lump sum price paid for clearing and grubbing, and no separate payment will be made therefor.

5.15 EXISTING HIGHWAY FACILITIES (ADJUSTMENT AND RELOCATION)

Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications and these Special Provisions.

Frames and covers of existing manholes, cleanouts, water valves, or other facilities shall be adjusted to grade as shown on the plans, in conformance with the specifications and special provisions.

Existing water service and meters shall be relocated as provided in Subsection 5.27, "Water Facilities," of these Special Provisions – Technical.

Broken concrete or other materials resulting from the adjustment or relocation of existing highway facilities shall be removed. Removed materials shall be disposed of outside the right-of-way.

5.16 REMOVE EXISTING STREET PAVEMENT AND BASE

Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications and these Special Provisions.

Existing asphalt concrete pavement and base shown on the Plans to be removed shall be removed to the bottom of the existing pavement and base. Material resulting from pavement and base removal shall be broken into pieces 3 inches or less. Material 2 inches or less, in greatest

dimension, may be used as recycled aggregate base in accordance with Section 12 of the Standard Specifications. Prior to removal of pavement, the existing pavement striping and markings shall be removed in compliance with these Special Provisions

Where a portion of existing pavement is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 4 inches before removing the pavement and base.

The pavement and base material removed from the roadway surface shall become the property of the Contractor. At the Contractor's option, the material removed from the roadway surface may be utilized in the lower half of the Class 2 Aggregate Base layer for roadway construction, where the use of Class 2 Aggregate Base is shown on the Plans. Reference is made to Subsection 12-5 of the City Standard Specifications for use of Recycled Materials.

Removed pavement and base materials shall be delivered to a materials recycling center if not used as Aggregate Base.

Location	Beginning Location/Station	Ending Station/Location	Pavement Structural Section Thickness
Knox	51+28	54+20	4.2 inches
Olive	38+55	39+76	5.4 inches

The total estimated quantity of pavement and base removal, calculated as described above and shown in the proposal form, is hereby designated a final pay quantity, in accordance with the provisions of Section 9-1.02C, "Final Pay Item Quantities," of the State Standard Specifications.

5.17 EARTHWORK

Earthwork shall conform to the provisions in Section 11, "Excavation & Grading," of the Standard Specifications and these Special Provisions.

In addition to the foregoing requirements, all material placed within the upper 18 inches of subgrade below pavement sections shall have an R-value of at least 50. The existing soil has a R-value range of 35 to 63 and may be used as trench backfill and for final subgrade.

The depth of 95 percent relative compaction shall be below the grading plane for the entire width of new pavement and curb and gutter as shown on the Typical Sections of the construction plans.

Surplus or unsuitable excavated material other than removed pavement shall become the property of the Contractor and shall be disposed of outside the right-of-way in accordance with the provisions in Section 7-1.13 of the State Standard Specifications.

5.18 SAWCUTTING

Saw-cutting shall consist of sawing either Portland cement concrete or asphalt concrete to a minimum depth of four (4) inches with an abrasive type saw, to the lines shown on the Plans and as directed by the Engineer.

The Contractor shall protect all sawcut edges from damage. Should any sawn edge become damaged, the Contractor shall re-saw the edge at his expense.

Full compensation for saw-cutting, including protecting the sawed edge, shall be considered as included in the contract prices paid for the items for which saw-cutting is required, and no additional payment will be made therefore.

5.19 AGGREGATE BASE

Aggregate base shall be Class 2, ¾ inch maximum, and shall conform to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications and these Special Provisions.

Recycled aggregate base shall conform to the provisions in Section 12-5 “Use of Recycled Materials” of the City Standard Specifications. Recycled aggregate base (source) shall be tested or have been tested within the last 60 days.

5.20 ASPHALT CONCRETE (TYPE A HMA)

Asphalt concrete shall be Type A Hot Mix Asphalt and shall conform to the provisions in Section 39, "Asphalt Concrete," of the State Standard Specifications and these Special Provisions.

The aggregate for the asphalt concrete lower courses shall conform to the grading specified for ¾ inch maximum, medium grading. The aggregate for the asphalt concrete surface course shall conform to the grading specified for ½ inch maximum, medium grading. The aggregate for Miscellaneous Asphalt Concrete shall be ½ inch maximum, medium grading.

A paint binder (tack coat) of mixing type emulsion shall be applied between the layers of asphalt concrete at the rate of 0.02 to 0.10 gallon per square yard of the surface to be covered. The exact rate will be determined by the Engineer. The paint binder (tack coat) shall comply with the requirements in Section 39-4.02 of the State Standard Specifications. The payment for the furnishing and application of paint binder (tack coat) shall be included in the bid item for Asphalt Concrete and no separate payment will be made therefore.

Conformance with the grading requirements will be determined by California Test 202 prior to the addition of asphalt binder at the plant. Frequencies of testing will be determined by the Engineer. Asphalt binder shall be PG 64-10 in conformance with Section 92, “Asphalt Binders”, of the State Standard Specifications.

FOG SEAL

Fog seals consist of a light spray application of diluted asphalt emulsion used primarily to seal an existing or rehabilitated asphalt surface to reduce raveling and enrich dry and weathered surfaces.

A Fog Seal coat, SS1H or approved equal shall be applied to the new asphalt concrete pavement, and shall conform to the provisions in Section 37 of the State Standard Specifications and as directed by the Engineer. The Fog Seal application shall be applied within seven (7) days after the asphalt concrete paving is completed. No cover material is applied.

5.21 CONCRETE CONSTRUCTION

Concrete curb and gutter, concrete curb, terminal sections, concrete ramps, concrete driveway approaches, alley approaches and concrete sidewalk shall conform to the provisions in Section 14, “Concrete Improvements,” of the Standard Specifications, Section 73, “Concrete Curbs and Sidewalks,” of the State Standard Specifications, Standard Drawings ST-1, ST-8, ST-12, ST-13A, ST-13B, ST-15, ST-16, and these Special Provisions.

Curb and gutter and drive approaches shall be constructed such that each property shall not be denied access to driveways for more than five calendar days including all excavation, forming, and concrete curing time.

The locations of the concrete sidewalk curbs shown on the Plans are locations where concrete sidewalk curbs are expected to be required. However, the actual locations may vary depending on the actual field conditions. The height of the concrete sidewalk curbs will vary as required to match both the existing and proposed improvements at the back of the new sidewalk.

Concrete curb and concrete curb and gutter will be measured by the linear foot, constructed as shown on the Plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer. Terminal sections and depressed sections will be measured as part of the concrete curb, or concrete curb and gutter, with which they are constructed.

The contract unit prices paid for concrete construction items shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in concrete construction, complete in place, including excavation and backfill and curing, as shown on the Plans, as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer. Quantities will be measured from the back of adjacent curbs.

5.22 NOT USED

5.23 ROADSIDE SIGNS

The work under this section shall consist of furnishing all materials and installing median and roadside signs, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer. Reference is made to Section 56-2, “Roadside Signs”, of the State Standard Specifications.

Roadside signs shall conform to the provisions in Part 2, Signs”, of the California Manual on Uniform Traffic Control Devices, and the Traffic Signs Specifications of the Caltrans Traffic Operations Office of Signs, Markings and Permits. Ground-mounted roadside signs shall be installed on a single steel post in conformance with the details shown on Standard Drawing ST-25. Roadside signs mounted on street light poles, traffic signal standards, or other roadside facilities shall be installed using stainless steel strapping and saddle brackets, in conformance with the details shown on State Standard Plan RS4.

Signs to be relocated shall be removed, salvaged and stored by the Contractor until they can be installed. Contractor shall replace any damaged or lost signs at no expense to the Owner.

5.24 REMOVAL OF PAVEMENT STRIPING AND MARKINGS

This work includes removing existing traffic stripes and pavement markings at the street locations shown on the plans.

The Engineer shall determine the presence of lead in the existing striping. If found, Contractor shall submit a lead compliance plan in accordance with Section 7-1.02K(6)(j)(iii), “Lead Compliance Plan”, of the State Standard Specifications.

Waste residue from removal of thermoplastic and painted traffic stripe and pavement marking is a non-hazardous waste residue and contains lead in average concentrations less than 1000 mg/kg total lead and 5 mg/L soluble lead. This waste residue does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22CA Code of Regulations, and is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC $6901 et seq.

The Contractor is responsible for surveying and referencing out centerline, painted markings, starting and stopping points of permanent raised and recessed pavement parkers, and utility covers. The Contractor shall be responsible for ensuring that crosswalks are ADA compliant.

If temporary centerline tabs are used to reference centerline, Contractor's attention is directed to Section 12-6, "Temporary Pavement Delineation", of the State Standard Specifications.

5.25 PAVEMENT STRIPING AND MARKING

Painted traffic stripes (traffic lines) and pavement markings shall be thermoplastic and applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State Standard Specifications and these Special Provisions.

The crosswalks at the intersections shall be painted in conformance with the provisions in Section 84-2, "Traffic Stripes and Pavement Markings," of the State Standard Specifications and these Special Provisions.

For each batch of thermoplastic, paint and glass beads for traffic stripes and pavement markings, the Contractor shall submit to the Engineer:

1. Certificate of Compliance under Section 6-1.07, "Certificate of Compliance", of the Standard Specifications
2. Department's Material Engineering and Testing Services notification letter stating the material is approved for use
3. Material Safety Data Sheet

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01R2.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM D 6628-01.

Retro-reflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retro-reflectivity of 250 $mcd \cdot m^{-2} \cdot lx^{-1}$. Yellow painted traffic stripes and pavement markings shall have a minimum initial retro-reflectivity of 150 $mcd \cdot m^{-2} \cdot lx^{-1}$.

Within 14 days of applying a painted traffic stripe or painted pavement marking, the retro-reflectivity of the traffic stripe or pavement marking shall be a minimum of 250 millicandelas per square meter per lux for white, and 150 millicandelas per square meter per lux for yellow. The Contractor shall test for retro-reflectivity under ASTM E 1710. The second application of paint shall be applied a minimum of 5 days after the first application.

5.26 OBJECT MARKERS

Object markers shall conform to the provisions in Section 82, "Signs and Markers," of the State Standard Specifications and these Special Provisions.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for markers and delineators conforming to the requirements in ASTM Designation: D 4956-95.

5.27 SIDEWALK CHANNEL DRAIN

The modification and installation for replacement of existing curb drains shall conform to Standard Plan ST-17 of the Standard Specifications.

5.28 STORM DRAIN PIPE

12” Storm drain pipe shall be Class 150 DR 18 per AWWA C-900. Reference Subsection 21 – 14.2 “Polyvinyl Chloride (PVC) Pressure Pipe,” of the State Standard Specifications and Sections 16, "Trenching and Trench Resurfacing," and 20, "Storm Drainage Pipeline" of the City Standard Specifications. The trench backfill shall consist of a 2 sack cement-sand slurry to the subgrade elevation at locations shown on the Plans.

18” and 24” Storm drain pipe shall be Class III or Cass IV (as specified) RGRCP per ASTM C76, and shall conform to Section 20, “Storm Drainage Piping and Structures,” of the Standard Specifications.

5.29 STORM DRAIN INLETS

For street drainage, drainage inlets shall conform to the provisions in Section 51-1.02, “Minor Structures,” of the State Standard Specifications and these Special Provisions. Drainage inlets shall conform to Standard Drawing ST-18, Plans and Specifications.

For alley drainage, inlets and outlets shall be furnished and installed in conformance with the notes on the Plans.

5.30 STORM DRAIN MANHOLES

Manholes shall be constructed in accordance with Detail 7 on sheet CD-2 of the Plans and as specified herein or as directed by the Engineer. Manholes shall be complete structures in place and backfilled, including the furnishing and placing of all materials involved. Precast concrete manholes shall consist of a poured in place concrete base section, reinforced concrete pipe section(s), cast iron frame and cover and a poured in place concrete collar. Invert channels shall be smooth and semi circular in shape conforming to the inside of the adjacent pipe invert, or flow channels may be provided by use of the bottom half of the specified main pipe. The floor and the wall of the manhole outside the channels shall be smooth and shall slope 1:12 towards the channels.

The top of the manhole base section shall be keyed to receive the tongue end of the riser section. The key shall be formed in the freshly poured concrete by using a template manufactured to the dimensions of the riser section. If the riser is cast-in-place monolithically with the base section by using a slip form or other means, the key may be omitted between the base and the riser. If the base and riser sections are not poured monolithically, but separately, a key shall be provided in the base section. In either case, a key will be required in the top of the riser section to receive the tongue end of the tapered cone.

The joints between the base and all precast elements of the manhole, including adjustment rings and manhole frame, shall be filled with cement mortar, or approved equal, prior to joining the elements.

The interior of the manhole shall be trowelled smooth with a wooden trowel, removing excess mortar extruded out of the joints for the entire height of the manhole, from the manhole frame to the floor. All excess mortar and any other debris shall be removed from the manhole.

A. MATERIALS

Pre-cast concrete pipe manholes shall consist of a poured in-place concrete base section, reinforced concrete pipe section(s), a reinforced concrete taper section, grade rings and cast-iron frame and cover. Precast sections shall be manufactured in conformity to Class II, ASTM Designation: C-478 for their respective diameters.

Elliptical single-line reinforcement will not be permitted. Single line circular reinforcement will be permitted, and the minimum steel area shall equal the minimum steel area required for the inter-cage reinforcement.

Tapered sections shall conform to the requirements for pipe of the size equal to the largest internal diameter of the tapered sections. Concrete for the base section shall be Class A. Precast manhole bases are not allowed.

B. INSTALLATION

The inside of the manhole shall be formed to the flow line of the storm drain. The formed flow channel depth shall extend above spring line up-to 2/3 the diameter of the pipe. The bench shall slope a minimum of 1:12. Changes in direction of flow shall be made with a smooth curve of as large as a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be gradually and evenly.

A channel shall be formed and extended completely through a starting manhole. Stub-outs shall be installed in manholes at the locations and sizes shown on the Plans. All stub-outs shall be sealed with a plug of a type approved by the manufacturer of the pipe.

All manholes shall be completed to finish grade with concrete collar. In undeveloped areas where no street or alley surfacing is to be done in conjunction with or immediately after utility installation, the manhole cover shall be finished off to a level 25mm (1”) above ground elevation and shall be provided with 300mm (12”) grade rings. In existing street areas where surfacing exists and no new street regrading is contemplated in conjunction with or immediately after utility installation, such as new subdivisions, manholes shall initially terminate with the top of the cone 150mm (6”) below subgrade and shall be brought to street or alley surface with grade adjustment rings and completed after street paving is accomplished. Unless specifically otherwise indicated in the Special Provisions, it is the responsibility of the Sewer Contractor to return and install the manhole covers to finish grade as specified and shown on the Standard Drawings.

The Contractor should be aware that connections to existing sewers will be “wet” and the Contractor shall make whatever arrangements are necessary to complete the manhole connections under the “wet” conditions.

Where necessary, manholes shall be equipped with an approved water-tight insert placed under the manhole cover to prevent rainwater or other inflows. No steps shall be installed in manholes unless otherwise noted on the Plans.

C. REMOVAL

Manholes abandoned in place shall be broken out within 0.9m (3’) of the finish grade. The manhole frame and cover will be delivered to the Public Works yard. The sewer mains entering the manhole shall be sealed with concrete and the manhole backfilled with sandy soil and compacted to a relative compaction of 90% using optimum moisture and tested in accordance with ASTM D 1557.

Manholes to be removed shall have the base removed with the barrel and taper. The manhole frame and cover will be delivered to the City Corporation Yard. After the manhole has been removed completely, the excavation will be backfilled in accordance with the backfill requirements. Before backfilling, all sewer pipes that have entered the manhole will be sealed with concrete.

D. ADJUSTMENTS

Where existing manholes need to be raised or lowered to meet a new street grade, they will be left in place and marked until the street has been paved. After the paving material has been compacted, they will be dug out and the ring and cover removed and lowered or raised to grade by use of concrete around the frame. “Jiffy Rings” for raising manholes will be allowed.

E. PAYMENT

If existing manholes are to be removed and replaced they shall be included in the bid price of new manholes unless otherwise specified in the special provisions. The bid price for adjusting manholes to the new street grade shall include surface restoration.

5.31 WATER FACILITIES

The furnishing, installing, and relocating of water main pipelines, water services, and fire hydrant assemblies shall be in conformance with Section 21, “Domestic Water Facilities Design Criteria,” and Section 22, “Water Facilities,” of the Standard Specifications.

Water services shall conform to Standard Drawings W-9A, “1-inch Water Service Connection,” W-9B, "Water Service Connection & Meter Box Installation," and W-10, "1¼", 1½", 2" Service Connection & Meter Box Installation.". Water services to be relocated shall also conform to the details on the Plans.

Installation of water main and trenching shall be in accordance with City Standard ST-29.

New fire hydrants and fire hydrants to be relocated shall conform to Section 22-10, "Fire Hydrant" of the Standard Specifications and Standard Drawings W-5, W-6, and W-26.

Water valves shall conform to Standard Drawing W-8, "Valve Well & Cover."

Thrust blocks shall conform to Standard Drawings W-1, W-2 and W-3.

Backflow preventers shall be in conformance with Section 25, "Planting and Irrigation Systems," of the Standard Specifications. All backflow preventers shall have enclosures in accordance with Standard Drawing W-15B, "Typical Enclosure Backflow Prevention Device."1

Testing shall be in accordance with Section 22, "Water Facilities," of the City Standard Specifications. Testing plan and procedures to be approved by the Engineer for each location. Sampling points to be determined by the Engineer and shall be spaced every 700 feet or in accordance with approved sampling plan. Testing and chlorinating of the pipe, including furnishing and installing bacteria sampling points for a continuous run of the proposed water main, construction water, temporary bulkheads, plugs, and/or temporary blow-off assembly necessary for pressure testing and disinfection, and handling of all discharged water from the flushing operations, shall also be included.

5.32 SEWER FACILITIES

The furnishing, installing, and relocating of sewer services and facilities shall be in conformance with Section 17, “Sanitary Sewer Pipe and Appurtenances,” of the Standard Specifications and Standard Drawing S-2, “60 Inch Sewer Manhole.”

5.33 STREET LIGHTING ELECTRICAL SYSTEM

This item is for installing the electrical system for a functional street lighting system in accordance with the provisions of Section 86, “Signals, Lighting and Electrical Systems,” of the State Standard Specifications and Standard Drawings ST-22, ST-23, ST-24, and ST-29. The work shall include, but not be limited to, trenching, furnishing and installing the pull boxes, conduit, and wire between

the Electrical Service Panel and the street light pull box as shown on the Plans and for doing all other work necessary to complete the electrical system.

The conduit shall be 3- inch diameter, Schedule 80, and the wire shall be #8.

The pull box lids shall have a galvanized metal security lid to prevent vandalism and theft. The lid shall be a Lockjaw Security Lid No. ELJ09 or approved equal.

STREET LIGHTS

The installation of street lighting shall conform to the provisions in Section 86, " Signals, Lighting and Electrical Systems" of the State Standard Specifications, Standard Drawings ST 20, ST 21, ST 22, ST 23 and ST 24, and these Special Provisions.

5.34 TRAFFIC SIGNALS AND LIGHTING

A. GENERAL

1. Description

Installation of traffic signals and lighting shall conform to the provisions in Division X, "Electrical Work" of the 2018 Standard Specifications (as revised April 15, 2022) and these special provisions.

Traffic signal installation, and highway lighting work is to be performed at the following location:

a) **Intersection of Olive Avenue and Knox Street**

2. Equipment List and Drawings

The Contractor shall submit to the Engineer "as-built" prints prior to final acceptance of the work. The "as-built" prints shall indicate in red all deviations from the contract plans.

3. City Furnished Equipment

There will be no City-furnished material or equipment for this project.

4. Warranties, Guarantees, and Instruction Sheets

The Contractor shall be responsible for the entire work constructed under this contract including materials furnished and work performed by manufacturers', suppliers' and subcontractors'. The Contractor shall make, at no cost to the Owner or Agency, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within one year after filing of the Notice of Completion of the work. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Agency Engineer.

If the Contractor fails to make the repairs or replacements promptly, the Owner or Agency may do the work and the Contractor and his surety shall be liable to the Owner or Agency for the cost.

Whenever any work is to be guaranteed or maintained by a manufacturer, supplier or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

5. Maintaining Existing and Temporary Electrical Systems

All work, materials and equipment required to keep the existing systems operational shall be considered as included in the prices bid for various item(s) of work and no additional compensation shall be allowed therefore.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

6. Removal and Salvaged Equipment

Equipment indicated as to be removed and salvaged by the Contractor shall be delivered by the Contractor to the City of Madera Corporation Yard located at 1030 South Gateway Drive, Madera.

B. **MATERIALS AND INSTALLATION**

1. Foundations

Foundations shall conform to the provisions in Section 56-3, "Standards, Poles, Pedestals and Posts," and Section 87-1.03E(3), "Concrete Pads, Foundations, and Pedestals," of the State Standard Specifications and these Special Provisions.

Portland cement concrete may be produced from commercial quality aggregates and cement and shall contain not less than 505 pounds of cementitious material per cubic yard (Class 3 concrete), except concrete for reinforced pile foundations shall contain not less than 590 pounds of cementitious material per cubic yard (Class 2 concrete).

Foundation concrete shall be placed in a single pour except that pouring on the top six inches may be postponed when prior approval has been obtained.

Fly ash substitutes and/or admixtures shall not be permitted.

No utilities shall be permitted to run through any foundations.

The top of the traffic signal controller cabinet foundation shall be 12 inches above the surrounding grade or sidewalk.

The Contractor shall obtain approval for pole foundation locations prior to excavation. The Contractor may not construct foundations until authorized by the City. The Contractor shall hand dig "Pot Hole" all foundations prior to using mechanized equipment to determine the existence of underground utility conflicts, if any.

2. Standards, Steel Pedestals, and Posts

Where the State Standard Plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

The sign mounting hardware, as shown on "Detail U" of Revised Standard Plan ES-7N, shall be used to mount Series R-73, Regulatory Signs, on signal mast arms at the locations shown on the plans.

All new Series R-73, Regulatory Sign panels, oversize street name signs and other regulatory traffic signs shown on the traffic signal plans will be furnished and installed by the Contractor.

3. Conduit

Traffic signal conduit shall be Type 1. All conduit and fittings shall be hot dip galvanized.

Where called for on the plans non-metallic conduit shall be Type 3 (PVC Schedule 80).

Each length of conduit shall bear the labels of Underwriters Laboratories, Inc

All couplings shall be tightened to provide a good electrical and mechanical connection throughout the entire length of the conduit run.

Conduit threads and damaged conduit surfaces on metal conduit shall be thoroughly painted with zinc rich paint conforming to Military Specification DOD-P-21035A.

All conduit ends shall be threaded and capped with standard conduit caps until wiring is started. When the caps are removed the threaded ends shall be provided with approved insulated hot dipped galvanized malleable iron bushings. All bushings in pull boxes, controller or service pedestal shall have lay-in style copper lugs provided for bonding.

It shall be the privilege of the Contractor, at his own expense, to use larger size conduit if desired, and where larger size conduit is used, it shall be for the entire length of the run from outlet to outlet. No reducing couplings will be permitted.

All conduit shall be laid to a depth of not less than twenty-four inches nor greater than thirty-six inches below the curb grade in the sidewalk areas and from the finished surface in street areas. Conduits in sidewalk areas parallel to the curb shall not be installed more than twenty-four inches from inside of curb line toward property line.

Conduit shall be placed under existing pavement by approved jacking methods. Pavement shall not be disturbed without the written permission of the Engineer and then only in the event insurmountable obstructions are encountered. Excessive use of water, such that pavement might be undermined, or subgrade softened, will not be permitted.

Conduit in pull boxes shall not extend more than two inches inside the box wall. No conduit or utility shall pass through a signal, controller, or street light base or pull box except the conduit which terminates within the base or pull box.

Conduit for Traffic Signal Interconnect runs shall be 3-inch diameter, Type 3, Schedule 80 PVC.

Bushings shall be required on any PVC conduit greater than 1-inch trade size.

After the installation of all conductors and cables, the ends of conduits terminating in pull boxes, the controller cabinet and service pedestal shall be sealed with an approved duct seal material.

The Contractor will provide the City with delivery dates for poles from the pole manufacturer. The City will then notify the Contractor when he may begin construction of pole foundations. Installation of pole foundations may not begin until curbs and gutters have been installed (No Exceptions).

4. Pull Boxes

When pull boxes are placed in dirt and planting areas, a concrete collar shall be constructed around the pull box. The top of the pull box shall match the slope of the adjacent top of curb.

The surface elevation of the collar shall match the surface elevation of the pull box and slope away from the pull box at a rate of 1:50 (2% slope). The width of the collar shall be 12 inches wide and 3½ inches in depth.

The pull box centerline shall be parallel or at right angles to road centerline or as shown on the plans, or as directed by the engineer.

The words “TRAFFIC SIGNAL” shall be inscribed on all pull box covers except for the splice box (if used) adjacent to PG and E's service pole. This pull box cover shall be inscribed “PG and E”. Pull boxes and utility boxes for fiber-optic traffic signal interconnect shall be inscribed “Signal Interconnect”. Pull box covers shall contain hold-down bolts.

All pull boxes shall have extensions.

Pull boxes, covers, and extensions shall be precast reinforced concrete, except as shown on the plans. Recesses for suspension of ballasts will not be required. Grout in bottom of pull boxes will not be required.

All pull boxes shall be No. 6(E) unless otherwise noted on the plans. No. 2 pull boxes shall be installed at electrical service points as required by PG&E.

Grout shall not be placed in bottom of pull boxes.

5. Signal Cable

Signal Cable shall be installed in lieu of individual conductors. A separate multiconductor cable shall be provided from each pole to the controller cabinet.

Conductors and cables shall conform to the provisions in Section 86-1.02F, "Conductors and Cabler," of the Standard Specifications and these Special Provisions.

All 12-conductor, and 3-conductor cables shall conform to the latest International Municipal Signal Association (IMSA) Specification 20-1. The cable conductors shall be 14 AWG solid copper.

When cables are pulled into the conduit, all ends of the cables shall be taped to exclude moisture, and shall be so kept until connected to terminals.

A minimum of three feet of slack in each single conductor and cable run shall be left at each signal or lighting standard and in each pull box.

No splices shall be allowed in multiconductor cables. Cables shall run from the controller terminal strip to the appropriate TS-4 terminal block.

All single conductor wire shall be of stranded construction with THWN type insulation.

Splices in single conductor wire shall be limited to the load side of the service pedestal breakers and to tap type splices located in pull boxes. These splices shall be made using either split bolts or c-tap connectors. The c-taps shall be properly sized for the wires being joined and installed with the proper tooling.

The splice shall be insulated as follows: minimum 2 layers of rubber tape, 1 layer--1/2 lapped plastic tape, 1 layer friction tape and then coated with an approved electrical sealing compound (Skotchkote).

Pedestrian push button circuits shall utilize a 3-conductor cable between the controller and a pedestrian TS-4 terminal assembly. The individual buttons shall be connected to the terminal assembly.

The single conductor #14 AWG THWN copper wire installed between the TS-4 terminal block and the individual signal heads terminal block shall be terminated as follows: At the signal head end, it will be installed using an insulated space terminal properly sized for the wire and the screw. The terminal shall be installed using the proper tooling. At the terminal assembly end, the wire shall be stripped, twisted neatly and soldered prior to installation into the box type pressure connector.

All multiconductor cable conductors shall be terminated at the controller using the spade terminals.

The lugs used to connect with controller field terminals shall be soldered after being properly crimped. Soldering shall be by means of an iron or gun. No open flame torch may be used.

6. Wiring

Splices shall be Type C insulated by Method B.

7. Bonding and Grounding

Bonding and grounding jumpers shall be visible after caps have been poured on foundation.

8. Service

The Contractor shall be responsible for coordinating with the serving utility and shall pay all costs and fees required by the serving utility.

The Contractor shall furnish and install an anodized aluminum service pedestal and Type III-CF service with two (2) meters as shown on the plans and in these special provisions. All circuits in the service pedestal shall be metered. Test bypass switch(es) shall be provided in the service enclosure for safety lights.

The service equipment enclosure shall be TESCO Type 28-102 service equipment enclosure or approved equal.

Service shall conform to the provisions in Section 87-1.03L, “Utility Service,” of the Standard Specifications, the National Electric Code, the plans, and these special provisions.

9. Testing

Materials and equipment furnished by the Contractor shall be tested and/or certified at his expense.

10. Numbering Electrical Equipment

Self-adhesive reflective numbers and edge sealer shall be furnished and installed by the Contractor except for the Caltrans intersection.

Equipment numbers shall be obtained from Cole Scroggins, Facilities Manager, at the City of Madera Public Works, (559) 661-5466, and placed on equipment. The numbers and edge sealer shall be placed on the equipment where designated by the Engineer. Reflective numbers shall be applied to a clean surface. Only the edges of the numbers shall be treated with edge sealer.

Self-adhesive equipment numbers shall be placed for all electroliers, and service pedestals. On service pedestals, the numbers shall be placed on the front door. On electroliers, the numbers shall be placed as directed by the Engineer.

C. **CONTROLLER ASSEMBLIES**

Model 2070E Controller Cabinet / Foundation The Contractor shall furnish and install a new controller assembly as shown on the plans.

The Model 2070E controller assembly, including controller unit, completely wired controller cabinet and load switches and inductive loop detector sensor units for the new loop detectors will be furnished and installed by the Contractor.

The Contractor shall arrange to have a manufacturer's representative signal technician present at the time the equipment is turned on.

Controller Cabinet / Foundation.--The Contractor shall construct a controller cabinet foundation as shown on Revised Standard Plan ES-3C for a model 332LS cabinet with LX-BBS cabinet (including furnishing and installing anchor bolts), shall install the controller cabinet on said foundation, and shall make all field wiring connections to terminal boltlocks in the controller cabinet.

Battery Backup System.--A Myers Power Products, Inc. MP2000E UPS/BBS system, or approved equal, shall be furnished and installed by the Contractor. Contractor shall place the system on line as required by the City. A manufacturer's representative shall be present when the system is placed on line.

Modulated Light Signal Detection System.—Each controller/cabinet shall include a 3M, 700 Series, modulated light vehicle detection system, or approved equal, 100% compatible with current Opticom uses in the area. .

Model 721 detectors shall be furnished and installed by the Contractor as shown on the plans. They shall be mounted on traffic signal mast arms in accordance with Standard Plan ES-4E dated May 31, 2018.

The contractor shall demonstrate that all of the components of each system are compatible and will perform satisfactorily as a system. Satisfactory performance shall be determined using the following test procedure:

1. Each system to be used for testing shall consist of an optical emitter assembly, an optical detector, at least 200 feet of optical detector cable, and a discriminator module.

   b) The discriminator modules shall be properly installed in the cabinet.

   c) Two tests shall be conducted; one using a Class I signal emitter and a distance of 1,000 feet between the emitter and the detector, the other using a Class II signal emitter and a distance of 1,800 feet between the emitter and the detector. All range adjustments on the module shall be set to "Maximum" for each test.

   d) Each above test shall be conducted for a period of one hour, during which the emitter shall be operated for 30 cycles, each consisting of a one minute "on" interval and a one minute "off" interval. During the total test period, (1) the emitter signal shall cause the proper responses from the controller unit during each "on" interval, and (2) there shall be no improper operation of either the controller unit or the conflict monitor during each "off" interval.

D. **SIGNAL HEADS**

Signal Heads:

Signal faces, signal heads and auxiliary equipment as shown on the plans, and the installation thereof, shall conform to the provisions in Section 86-1.02R, "Signal Heads," of the Standard Specifications and these Special Provisions.

All vehicular indications shall have visors and backplates. Visors on vehicular signals shall be "tunnel" type with open slot at bottom. Backplates shall be "slotted" to reduce wind loadings.

All signal heads, visors, and slotted backplates shall be metallic. All vehicle signal lenses shall be 12" in diameter.

Mounting framework shall consist of 1-1/2" steel pipe, ductile iron fittings, and bronze terminal compartments. Slipfitter attachments, MAS/MAT, shall be bronze.

After installation of the signal mounting framework, any through bolts that extend more than 1" beyond the nut shall be cut to three threads beyond the nut and painted with a zinc rich cold galvanizing compound.

All setscrews exposed to weather shall be zinc or cadmium plated and have square heads.

When a mast arm is not equipped with a mid-tenon, the contractor shall provide a PELCO Astro-Brac Signal Mounting Bracket, AB-3008 to install the MAS signal/s. The standard racket is

supplied with 29" mounting bands. Longer lengths are available and may be needed depending on the particular mast arm used. The bracket shall be installed using the manufacturers detailed installation instructions. Prior to mounting the bracket the contractor shall drill a 1" diameter hold in the mast arm corresponding to the desired signal placement. All burrs and sharp edges shall be removed. The area will be cleaned of any oil or drilling compound. A zinc-rich cold galvanizing compound will be applied to the bare metal.

A 1" Buna-N grommet will be installed in the drilled hole to protect the wiring. After the bands are adjusted and tightened, the tenon shall be marked and drilled to accept the MAS through bolt. After mounting and plumbing of the signal, the setscrews shall be secured.

Top openings of the signal heads shall be sealed with neoprene gaskets.

Mounting assemblies shall be bronze.

Mounting assemblies shall closely match the curvature of the pole.

Clam shell mountings shall not be used.

The manufacturer shall provide a written warranty against defects in materials and workmanship for the LED signal modules for a period of 36 months after installation of the modules. Replacement modules shall be provided promptly after receipt of modules that have failed at no cost to the City except cost of shipping of the failed modules. Warranty documentation shall be given to the Engineer prior to installation.

Pedestrian Signal Heads

Pedestrian signal faces, signal heads, and auxiliary equipment as shown on the plans, and the installation thereof, shall conform to the provisions in Section 86-1.02S, "Pedestrian Signal Heads," of the Standard Specifications and these Special Provisions.

Pedestrian signals shall be countdown type.

Signal alignment shall be as directed by the Engineer.

Mounting assemblies shall be bronze.

Mounting assemblies shall closely match the curvature of the pole.

Clam shell mountings shall not be used.

After installation of signal facilities, if bolt threads extend more than 25mm (1") beyond nut, bolts shall be cut to three threads beyond nut and painted with unthinned zinc rich paint conforming to the requirements of Military Specifications DOD-P.21035A.

All set screws exposed to weather shall be zinc or cadmium-plated with square heads.

The manufacturer shall provide a written warranty against defects in materials and workmanship for the LED pedestrian signal face modules for a period of 36 months after installation of the modules. Replacement modules shall be provided promptly after receipt of modules that have failed at no cost to the City except cost of shipping of the failed modules. Warranty documentation shall be given to the Engineer prior to installation.

E. **DETECTORS**

Loop detector sensor units, and hot melt rubberized asphalt sealant for inductive detector loop installation will be furnished by the Contractor.

Loop wire shall be Type 2.

Loop detector lead-in cable shall be Type B.

Loops shall be “Type E” installation, circular, 1.8 m (6') in diameter; or, “Type D”, 6’ square loops, or as indicated on the plans.

Loops shall be installed in the center of the travel lane with the advance approval of the Engineer.

After conductors are installed in the slots cut in the pavement, the slots shall be filled using hot melt rubberized asphalt sealant that conforms to Section 86-1.02W(4), “Hot-Melt Rubberized Asphalt Sealant,” of the State Standard Specifications.

F. PEDESTRIAN PUSH BUTTONS

The pedestrian push button housing shall be metallic and shall closely match the curvature of the pole.

The pedestrian crosswalk switches shall meet the American Disabilities Act (ADA) standards.

Pedestrian push buttons shall be the ADA audible type, Polara "BullDog", or approved equal. The button must have an LED light indicator to give an indication of button being pushed.

Button must give a two toned beep indication of button being pushed.

Sign shall have international symbol as show on Standard Plan ES-5C.

Install P.P.B. 910 mm (36") up from pole base and on the side of the pole facing crosswalk. If mounted on a 910 mm (36") post, a post top mounting shall be provided by the Contractor.

The sign and housing shall face towards the crosswalk being served by the P.P.B.

G. LIGHTING

Luminaires shall be furnished and installed by the Contractor as shown on the plans. Luminaires shall be LED, cut-off, Type III medium distribution, 90 Lumens per watt (L/W).

Luminaires shall be mounted on the upper mast arm on the traffic signal poles and new lighting standards as shown and designated on the equipment schedule and plans and City of Madera Standard Specification Drawing No. ST-18 (except LED lamps in slim, low profile, cast aluminum fixtures/housings shall be used).

A NEMA photoelectric control shall be furnished on the mast-arm pole nearest the service pedestal (Type II photoelectric control). This work shall conform to Sections 86-1.02M, “Photoelectric Controls and 87-1.03M, "Photoelectric Controls", of the State Standard Specifications.

All luminaires shall be numbered with 2-inch pressure sensitive numbers as stated on the plan. The identification numbers shall be placed vertically, 8-feet above the pole base.

All luminaires are to be mounted on horizontal mast arms, when tested in accordance with California Test 611, shall be capable of withstanding cyclic loading in:

e) a vertical plane at a minimum peak acceleration level of 3.0 g's peak-to-peak sinusoidal loading (same as 1.5 g's peak) with the internal ballast removed, for a minimum of 2 million cycles without failure of any luminaire part, and

SECTION 5a horizontal plane perpendicular to the direction of the mast arm at a minimum peak acceleration level of 1.5 g's peak-to-peak sinusoidal loading (same as 0.75 g's peak) with the internal ballast installed, for a minimum of 2 million cycles without failure of any luminaire part.

No part of the slipfitter mounting brackets on the luminaires shall develop a permanent set in excess of 0.020 inches when the four 3/8 inch diameter cap screws used for mounting are tightened to a torque of 10-foot pounds.

H. NON-ILLUMINATED STREET NAME SIGNS AND HANGING BRACKETS

Existing oversized street name signs and mounting brackets shall be removed and relocated/reused by the Contractor where shown on the plans. The Contractor shall also furnish and install oversized street name signs and mounting brackets where shown on the plans.

Signs shall use both upper and lower case series "E" letters, 10-inch upper case, 8-inch lower case, no punctuation. Silver on Green 3M High Intensity Reflective Sheeting, or equal. Entire sign shall be silk screened.

Signs shall be 18-inch high by variable length (one legend). Signs shall be 0.080 Aluminum plate with 1 1/4-inch by 1/8-inch stiffeners top and bottom.

Contractor shall furnish and install mounting brackets for oversized mast arm street name signs. Mounting brackets shall be "Hawkins Overhead Mast Arm Adjustable Swing Sign Brackets", Series 250, or approved equal.

Oversized Street Name Signs shall be hung below the traffic signal mast arm as shown on the plans.

I. SIGNAL INTERCONNECT

Traffic Signal Interconnect conduit shall be furnished and installed by the Contractor as shown on the plans. 3-inch diameter Schedule 80 PVC conduit shall be installed by the Contractor Interconnect conduit shall terminate in an ITS Vault as shown on the plans. A “Pull Rope” shall be installed in all signal interconnect conduit in order to install Fiber Cable at a future time (Fiber not a part of this contract). Vaults for traffic signal interconnect shall have the words "Signal Interconnect" inscribed on the lids.

J. PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5.35 SURVEY MONUMENTS

Survey monuments shall be constructed in conformance with the provisions in Section 78-2, "Survey Monuments," of the State Standard Specifications and these special provisions.

Survey Monuments shall conform to City of Madera Standard Drawing E-1, except that concrete shall be Class 2. The Contractor shall furnish and install all materials, including the bronze survey monument.

The locations where the monuments shall be constructed are shown on the Plans. The exact location of each monument will be provided to the Contractor by the Engineer, and the Contractor shall stake out and construct the monuments in the field.

5.36 CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12-3.11, "Construction Area Signs," of the State Standard Specifications, and these special provisions.

Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing, or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 business days, but not more than 14 days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Underground Service Alert: 811

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

5.37 MISCELLANEOUS FACILITIES AND OPERATIONS

This work shall consist of providing all miscellaneous facilities and operations required for work shown on the Plans or specified in the Specifications, or patently necessary for the completion of work so shown or specified, and not specifically included in the work under any other bid item, as shown on the Plans, in conformance with the provisions in the Specifications, and as directed by the Engineer.

This item shall include but not be limited to the following:

1. Install / Display project signs including funding source at the Beginning and End of Project
2. Written notices to businesses and residents
3. Maintaining access to businesses and residents affected by the project work
4. Coordination for Madera Transit Bus stop locations, if any.
5. Coordination for MUSD school bus stop locations
6. Construction Area Signs for temporary traffic control

7. Display ‘No Parking’ signs as required with the appropriate vehicle code section(s) for towing of parked vehicles.
8. Replacement of existing improvements / facilities damaged during construction
9. Dewatering as needed
10. Cleanup

5.38 CLEAN-UP

In addition to the requirements of the General Conditions, the Contractor shall remove all excess spoil, dirt, rubble, and any other material left over as a result of the work performed. The streets shall be left broom-clean upon completion of the work. All excess material shall be disposed of at an approved disposal site.

Full compensation for clean-up shall be considered as included in the prices paid for various contract items of work, and no separate payment will be made therefor.

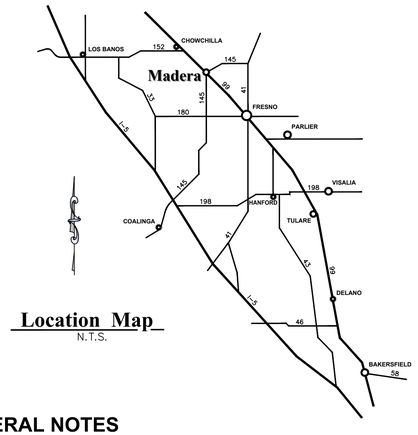
Attachment O

Plans and Specification prepared or issued by City of Madera entitled
"CITY OF MADERA AVENUE 13 SEWER INTERCEPTOR REHABILITATION"
dated **April, 2024**

CITY OF MADERA
CALIFORNIA

OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS FROM OLIVE AVENUE TO NEPLUS WAY

CITY PROJECT NO. R 000010 (PHASE III)



Location Map
N.T.S.

GENERAL NOTES

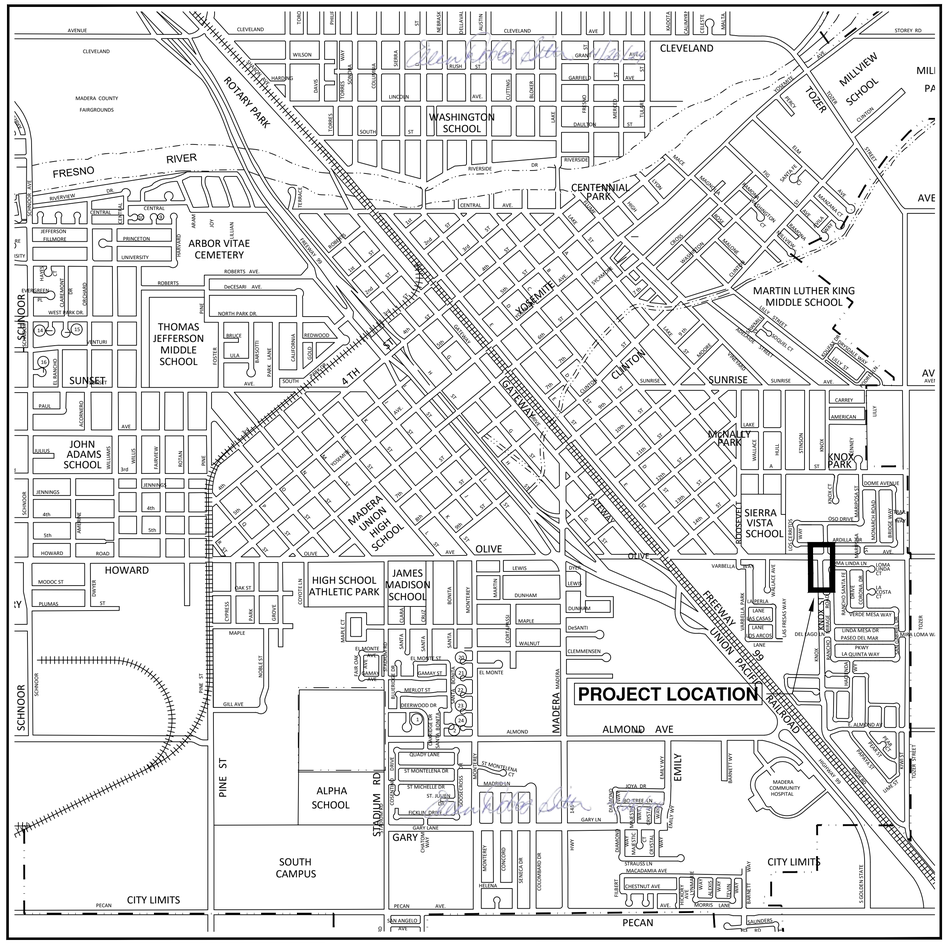
1. WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), 2014 EDITION, AND THE LATEST EDITION OF THE CITY OF MADERA STANDARD PLANS AND SPECIFICATIONS.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UTILITIES, WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS, AND SHALL PROVIDE PROTECTION PRIOR TO, DURING AND AFTER TRENCHING, JACKING AND/OR BORING. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA), TOLL FREE AT (800) 642–2444, AT LEAST 48 HOURS BEFORE BEGINNING WORK.
3. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED TO PERFORM THE WORK AND HE SHALL ABIDE BY THE CONDITIONS OF THE PERMITS AND SHALL PERFORM ALL WORK ORDERED BY SAID PERMITS IN CONFORMANCE THEREWITH AND AS DIRECTED BY THE ENGINEER.
4. TRAFFIC CONTROL PLANS SHALL CONFORM TO PART 6 OF THE STATE OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2014 OR LATEST EDITION.
5. THE CONTRACTOR SHALL NOTIFY ALL RESIDENCES AND BUSINESSES AFFECTED BY THE WORK OF THIS CONTRACT PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE EVIDENCE TO THE CITY WHEN SUCH NOTIFICATION HAS BEEN MADE.
6. CONTRACTOR MUST OBTAIN A NO FEE ENCROACHMENT PERMIT FROM THE CITY ENGINEERING DIVISION.
7. A PRE–CONSTRUCTION MEETING WITH THE CITY ENGINEER SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION.
8. DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING ALIGNMENT AND VERTICAL CONTROL OF THIS PROJECT, AND VERIFY ACTUAL PROFILE GRADE AND CROSS–SLOPE.
9. UTILITIES SHOWN WERE TAKEN FROM THE TOPOGRAPHIC BASE MAPS AND PLAN DRAWING PROVIDED BY UTILITY COMPANIES OR AGENCIES, AND/OR FIELD SURVEYS AND INVESTIGATION. THE DEPICTION IS BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME THESE PLANS WERE PREPARED. IT IS POSSIBLE THAT OTHER ADDITIONAL UTILITIES EXIST THAT WERE NOT REVELED BY THAT INFORMATION.
10. ANY EXISTING SECTION CORNER, QUARTER SECTION CORNER, PROPERTY CORNER, STREET CENTERLINE MONUMENT, OR ANY OFFICIAL BENCHMARK DAMAGED BY THE CONTRACTOR IN THE COURSE OF THE WORK COVERED BY THESE PLANS SHALL BE RESET TO THE SATISFACTION OF THE CITY ENGINEER. A LICENSED LAND SURVEYOR OR CIVIL ENGINEER LICENSED TO PERFORM LAND SURVEYING SHALL CERTIFY THE PLACEMENT OR REPLACEMENT OF ALL MONUMENTS AND BENCHMARKS IN ACCORDANCE WITH ALL LAWS, RULES AND REGULATIONS GOVERNING SUCH PLACEMENTS OR REPLACEMENTS. PLACEMENT/REPLACEMENT AND CERTIFICATION SHALL BE COMPLETED BEFORE FINAL ACCEPTANCE OF THE PROJECT/WORK BY THE CITY. BRONZE CAPS REQUIRED FOR THE INSTALLATION OF NEW OR REPLACEMENT MONUMENTS SHALL BE FURNISHED BY THE CONTRACTOR PER CITY STANDARD DRAWING NO. E–1, AND APPROVED BY THE CITY PRIOR TO INSTALLATION. A RECORD OF SURVEY PREPARED BY A LICENSED LAND SURVEYOR OR CIVIL ENGINEER LICENSED TO PERFORM LAND SURVEYING, SHALL BE PREPARED AND RECORDED AFTER PLACEMENT/REPLACEMENT OF MONUMENTS HAS BEEN COMPLETED.
11. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE
12. CONTRACTOR SHALL BE RESPONSIBLE TO SET MONUMENTS AT CENTERLINE INTERSECTION POINTS, AND BEGINNING AND END OF CURVES (BC & EC). WHERE MANHOLES OR OTHER OBSTRUCTIONS PREVENT THE INSTALLATION OF MONUMENTS AT THE PRESCRIBED LOCATIONS, MONUMENTS TIES SHALL BE FURNISHED SUFFICIENT IN NUMBERS TO RE–CREATE THE APPROPRIATE POINT.

GENERAL GRADING AND DRAINAGE NOTES

THE REQUIREMENTS AND INFORMATION SET OUT BELOW ARE PROVIDED FOR THE CONTRACTOR'S CONVENIENCE AND DO NOT ENCOMPASS ALL PROJECT REQUIREMENTS DESCRIBED BY THE PROJECT PLANS AND SPECIFICATIONS AND/OR APPLICABLE LAWS, REGULATIONS AND/OR BUILDING CODES.

1. CONSTRUCTION OF ALL PROJECT SITE IMPROVEMENTS SUBJECT TO ADA ACCESS COMPLIANCE, INCLUDING ACCESSIBLE PATH OF TRAVEL, CURB RETURNS, PARKING STALL(S) AND UNLOADING AREAS, BARRIER FREE AMENITIES AND/OR OTHER APPLICABLE SITE IMPROVEMENTS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT, CALIFORNIA TITLE 24, AND THE CALIFORNIA BUILDING CODE, CURRENT EDITION(S).
2. CONTRACTOR SHALL FIELD VERIFY ALL GRADES AND SLOPES PRIOR TO THE PLACEMENT OF CONCRETE AND/OR PAVEMENT FOR CONFORMANCE WITH ADA ACCESS COMPLIANCE REQUIREMENTS. EXAMPLES OF MINIMUM AND MAXIMUM LIMITS RELATED TO ADA ACCESS COMPLIANCE INCLUDE, BUT ARE NOT LIMITED TO:
   a) ACCESSIBLE PATH OF TRAVEL CROSS–SLOPE SHALL NOT EXCEED 2.00%
   b) ACCESSIBLE PATH OF TRAVEL LONGITUDINAL SLOPES SHALL NOT EXCEED 5.00%
   c) RAMP LONGITUDINAL SLOPES SHALL NOT EXCEED 8.33%
   d) WALKS SHALL NOT HAVE LESS THAN 48 INCHES IN UNOBSTRUCTED WIDTH
3. CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER OF RECORD, IDENTIFIED BY THE PROFESSIONAL ENGINEERING SEAL AND SIGNATURE ON THESE PLANS, OF ANY SITE CONDITION(S) AND/OR DESIGN INFORMATION THAT PREVENTS THE CONTRACTOR FROM COMPLYING WITH THE LAWS, REGULATIONS AND/OR BUILDING CODES GOVERNING ADA ACCESS COMPLIANCE.
4. DRAINAGE SHALL NOT BE ALLOWED ONTO ADJACENT PROPERTY.
5. THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AS REQUIRED BY THE PROJECT SPECIFICATIONS, AND BY GOVERNING PUBLIC AGENCIES.
6. THE CONTRACTOR SHALL IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED BY THE PROJECT SPECIFICATIONS.

CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE PERFORMANCE OF WORK, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, ON A CONTINUOUS BASIS NOT LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF MADERA FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OF MADERA.



VICINITY MAP
N.T.S.

BASIS OF ELEVATION

NATIONAL GEODETIC SURVEY (NGS) POINT "PID–GU1080", DESIGNATED "W 85 RESET 1932", LOCATED NEAR THE NORTHEAST CORNER OF THE GATEWAY DRIVE BRIDGE OVER THE FRESNO RIVER. SEE NGS DATA SHEET FOR FURTHER DIRECTIONS. THE NAVD88 ELEVATION, PER THE NGS DATASHEET = 274.10 FEET.

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO MERIDIAN BEING SOUTH 89°08'13" EAST.

Ellen Dobbs Bitter 4/26/24
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER
ELLEN DOBBS BITTER
No. 53951
CIVIL
STATE OF CALIFORNIA

48 HOURS BEFORE EXCAVATING CALL "U.S.A." TOLL FREE 800 227-2600 UNDERGROUND SERVICE ALERT

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

SHEET INDEX

SHEET NO.	SHEET ID	DESCRIPTION
1	C–1	COVER SHEET
2	P–1	PLAN & PROFILE – OLIVE AVENUE STA. 28+00 TO KNOX STREET
3	P–2	PLAN & PROFILE – KNOX STREET STA. 51+00 TO NEPLUS WAY
4	SM–1	STREET SIGNING, MARKING AND STRIPING PLAN
5	TS–1	TRAFFIC SIGNAL – OLIVE AVENUE AND KNOX STREET
6	TS–2	TRAFFIC SIGNAL – OLIVE AVENUE AND KNOX STREET SCHEDULE AND NOTES

CONTACTS

CITY ENGINEER	KEITH HELMUTH	559–661–5418
PROJECT ENGINEER	ELLEN BITTER	559–661–5418
ASST. PROJECT ENGINEER		559–661–5418
RESIDENT ENGINEER		559–661–5418
STREET DEPARTMENT		559–661–5466
CITY ELECTRICAL FACILITIES		559–661–5466
POLICE DEPARTMENT		559–674–5611
FIRE DEPARTMENT		559–661–5497
PACIFIC GAS & ELECTRIC		800–743–5000
COMCAST (CABLE)		559–656–6000
AT&T		800–241–3624
SPRINT		800–521–0579
CENTURY LINK		800–526–3557
UNDERGROUND UTILITY LOCATING SERVICE		800–642–2444

The City of MADERA VALLEY CENTRAL

OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS COVER SHEET

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93637

C-1 SHEET 1 OF 6 SHEETS

APPROVED BY: _____ DATE 4-26-24
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE: 04/22/2024		
CHANGE	DATE	APPROVAL
REV.		
REV.		
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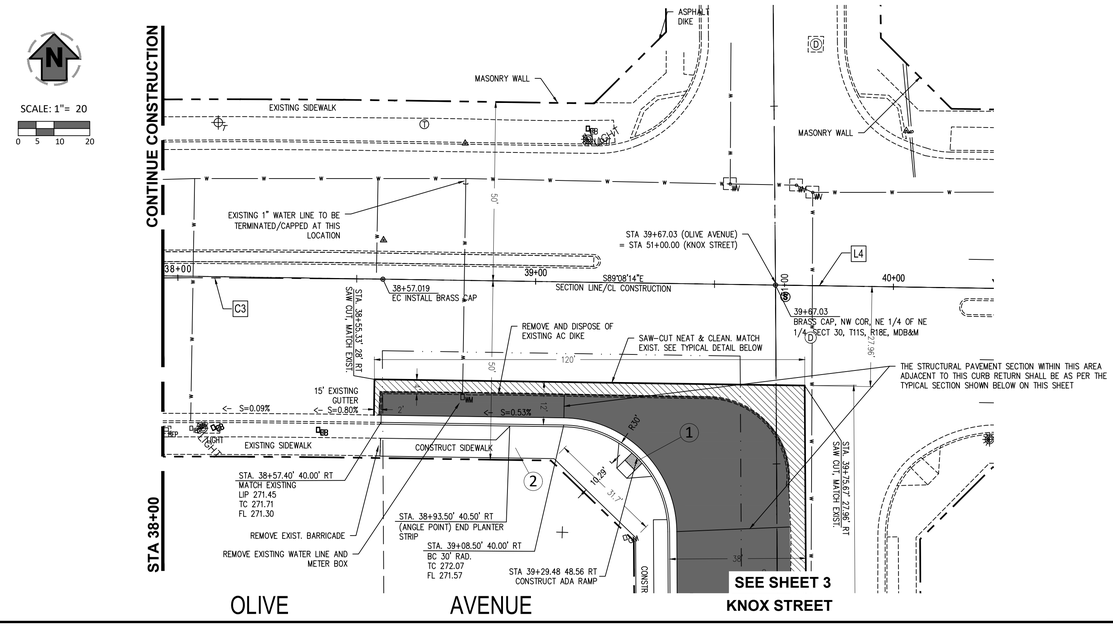
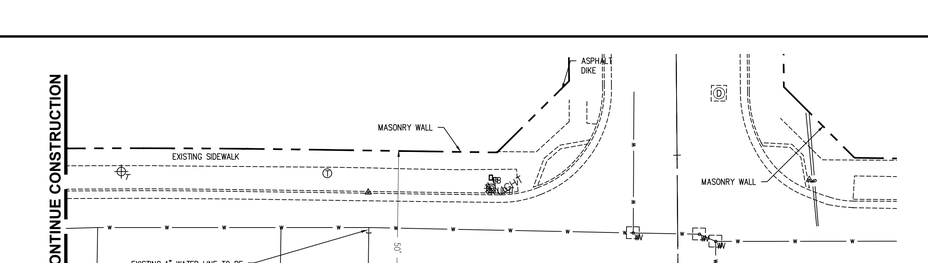
REV.		
WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: E. BITTER CHECKED BY:
DRAWN BY: S. ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R–000010 (PHASE III)

Apr/22/2024 12:32 PM
S:\CIP\CIP PROJECTS BY FISCAL YEAR\CIP FY 14–15\R-15 OLIVE WIDENING\DESIGN DRAWINGS\00- PERCENT PLANS\OLIVE & KNOX CONSTRUCTION\OLIVE&KNOX 2 P&P (2425) ADD LEVEL 1 V4.DGN



PLAN VIEW
SCALE: 1"=20'



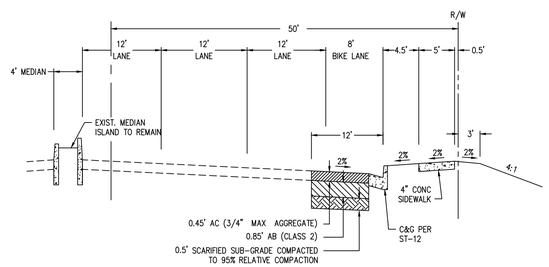
PROFILE VIEW
SCALE: HORIZ=1"=20'
VERT=1"=2'

SYMBOL LEGEND

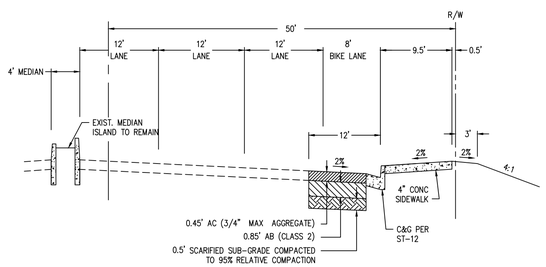
BFP	BACKFLOW PREVENTER	HB	HOSE BIB	TS	TRAFFIC SIGNAL POLE	AC	ASPHALT CONCRETE
EB	ELECTRIC BOX	LIGHT	AREA LIGHT	E	ELECTRIC RISER OR PANEL	AB	AGGREGATE BASE
IB	IRRIGATION BOX	LIGHT	STREET LIGHT	T	TELEPHONE RISER OR PANEL	EV	ELECTRIC VAULT
	BUSH	Ⓢ	SANITARY SEWER MANHOLE	SM	SURVEY MONUMENT	LT	LEFT
	CATCH BASIN	Ⓓ	STORM DRAIN MANHOLE		STORM DRAIN INLET	RT	RIGHT
	TREE	Ⓣ	TELEPHONE MANHOLE	SCO	SEWER CLEAN-OUT	STA.	STATION
FH	FIRE HYDRANT	GM	GAS METER		SIGN	TSV	TRAFFIC SIGNAL VAULT
GRP	GUARDPOST	WM	WATER METER	WV	WATER VALVE	TSB	TRAFFIC SIGNAL BOX
GW	GUY WIRE ATTACHMENT		PALM TREE	GV	GAS VALVE	TV	TELECOMMUNICATIONS VAULT
	WATER TEE CONNECTION	PP	UTILITY POLE	TELE	TELEPHONE VAULT	HCR	HANDICAP RAMP
		SP	SERVICE POLE		WATER VALVE PROPOSED	VAR	VEHICLE ACCESS RAMP
		TP	TELEPHONE POLE	W	WELL	OPL	OFFICIAL PLAN LINE

LEGEND

- CONSTRUCT ROADWAY PER TYPICAL SECTION AS SHOWN ON THIS SHEET
- SAWCUT, REMOVE AND DISPOSE EXISTING AC AND REPLACE PER TYPICAL SECTION (SEE THIS SHEET)
- (1) CONSTRUCT ADA RAMP AND RETURN PER CITY STD. ST-16
- (2) CONSTRUCT CONCRETE SIDEWALK PER CITY STD. ST-13A AND MAINTAIN ADA PATH OF TRAVEL AROUND CONTROLLER (SIGNAL) EQUIPMENT
- (D) EXISTING STORM DRAIN MANHOLE
- (S) EXISTING SANITARY SEWER MANHOLE



TYPICAL SECTION - OLIVE AVENUE SCALE: NONE
STA 38+57.40 TO STA 38+93.5
TI=9.0 R=40



TYPICAL SECTION - OLIVE AVENUE SCALE: NONE
STA 38+93.50 TO STA 39+08.50
TI=9.0 R=40

Ellen Dobbs Bitter 4/26/24
ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS
PLAN & PROFILE - OLIVE AVENUE STA. 38+00 TO KNOX STREET

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93637

P-1 SHEET 2 OF 6 SHEETS

APPROVED BY: _____ DATE 4-26-24
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE: 04/22/2024		
CHANGE	DATE	APPROVAL
REV.		
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PUBLIC WORKS:
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PARKS DEPARTMENT:
DESIGNED BY: E. BITTER CHECKED BY:
DRAWN BY: S. ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-000010 (PHASE III)

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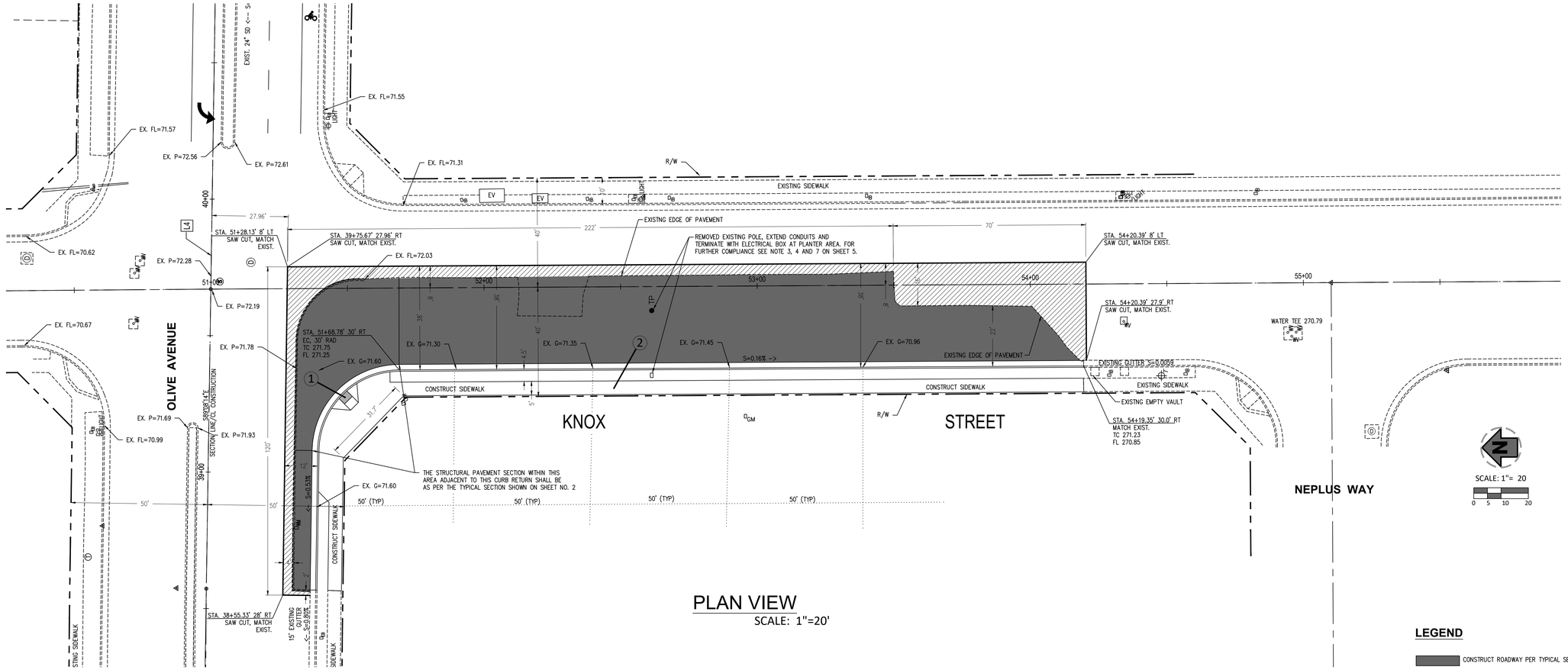
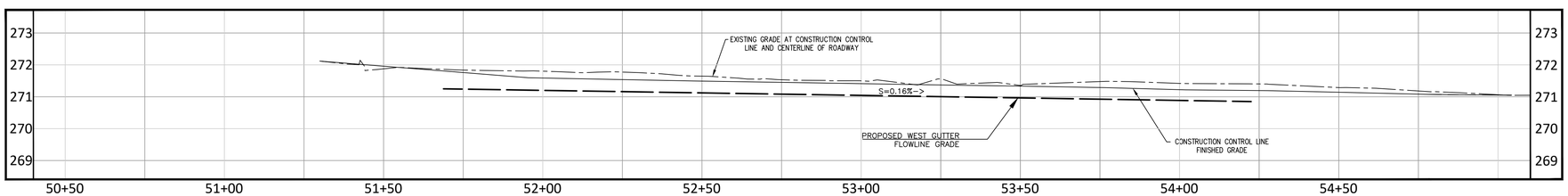
S:\DPW\PROJECTS BY FISCAL YEAR\FY 14-15\K STD\WIDENING\DESIGN DRAWINGS\00 - PERCENT PLANS\OLIVE & KNOX CONSTRUCTION\OLIVE&KNOX P&P (2ND) ADD'S.DWG LAYOUT: LAYOUT1



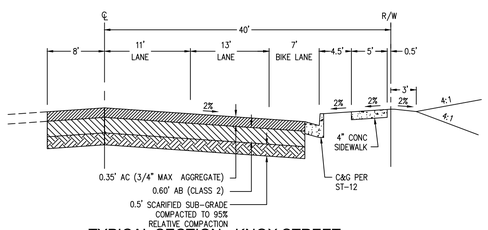
PLAN VIEW

SCALE: 1"=20'



PROFILE VIEW

SCALE: HORIZ=1"=20'
VERT=1"=2'



TYPICAL SECTION - KNOX STREET

SCALE: NONE

STA 51+68.78 TO 54+20.39
TI=7.0 R=50

LEGEND

- CONSTRUCT ROADWAY PER TYPICAL SECTION AS SHOWN ON THIS SHEET
- SAWCUT, REMOVE AND DISPOSE EXISTING AC AND REPLACE PER TYPICAL SECTION (SEE THIS SHEET)
- (1) CONSTRUCT ADA RAMP AND RETURN PER CITY STD. ST-16
- (2) CONSTRUCT CONCRETE SIDEWALK PER CITY STD. ST-13A
- (D) EXISTING STORM DRAIN MANHOLE
- (S) EXISTING SANITARY SEWER MANHOLE

SYMBOL LEGEND

BFP	BACKFLOW PREVENTER	HB	HOSE BIB	TS	TRAFFIC SIGNAL POLE	AC	ASPHALT CONCRETE
EB	ELECTRIC BOX	LIGHT	AREA LIGHT	E	ELECTRIC RISER OR PANEL	AB	AGGREGATE BASE
IB	IRRIGATION BOX	LIGHT	STREET LIGHT	T	TELEPHONE RISER OR PANEL	EV	ELECTRIC VAULT
	BUSH	(S)	SANITARY SEWER MANHOLE	SM	SURVEY MONUMENT	LT	LEFT
	CATCH BASIN	(D)	STORM DRAIN MANHOLE		STORM DRAIN INLET	RT	RIGHT
	TREE	(T)	TELEPHONE MANHOLE	SCO	SEWER CLEAN-OUT	STA.	STATION
FH	FIRE HYDRANT	GM	GAS METER		SIGN	TSV	TRAFFIC SIGNAL VAULT
GRP	GUARDPOST	WM	WATER METER	WV	WATER VALVE	TSB	TRAFFIC SIGNAL BOX
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		TP	TELEPHONE POLE	W	WELL	OPL	OFFICIAL PLAN LINE

Ellen Dobbs Bitter 4/26/24
ELLEN DOBBS. BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS
PLAN AND PROFILE - KNOX STREET OLIVE AVENUE TO NEPLUS

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93637

P-2 SHEET 3 OF 6 SHEETS

APPROVED BY: _____ CITY ENGINEER DATE 4-26-24

PLAN REVISION		
INITIAL ISSUE DATE: 04/22/2024		
CHANGE	DATE	APPROVAL
REV.		
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WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: E. BITTER CHECKED BY:
DRAWN BY: S. ROBERSON INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-000010 (PHASE III)

Apr/22/2024 12:34 PM
S:\CIP\CIP PROJECTS\FISCAL YEAR\CIP\14-15\P-15 OLIVE WIDENING\DESIGN DRAWINGS\00 PERCENT PLANS\OLIVE & KNOX CONSTRUCTION\OLIVEANDKNOX2 P&P 042423 ADD LEVEL ELLY.DGN

STRIPING IN THIS AREA IS NOT-A-PART OF THIS PROJECT AND IS SHOWN FOR REFERENCE IN LOOP DETECTION INSTALLATION

R1-1 SIGN AND R1-3P PLAQUE TO BE REMOVED AND SALVAGED WHEN SIGNAL IS FULLY OPERATIONAL

EXISTING STOP BAR TO BE REMOVED

R1-1 SIGN AND R1-3P PLAQUE TO BE REMOVED AND SALVAGED WHEN SIGNAL IS FULLY OPERATIONAL

R1-1 SIGN AND R1-3P PLAQUE TO BE REMOVED AND SALVAGED WHEN SIGNAL IS FULLY OPERATIONAL

EXISTING R1-1 SIGN AND R1-3P PLAQUE TO BE RELOCATED AND REMOVED AND SALVAGED WHEN SIGNAL IS FULLY OPERATIONAL

R3-7 RIGHT LANE MUST TURN RIGHT

W73A(CA) RIGHT LANE MUST EXIT

W74(CA) MARKED MERGE

R81 (CA) R81A (CA) BEGIN

R81 (CA) R81B (CA) END

REMOVE ALL EXISTING STRIPING

CONSTRUCT SIDEWALK

MATCH EXISTING STRIPE

OLIVE AVENUE

NEPLUS WAY

KNOX STREET

SCALE: 1"= 20

0 5 10 20

LEGEND: STRIPING

- NO. REFERS TO STRIPING DETAIL NUMBER PER 2014 MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
- (A) 12" WIDE CROSSWALK WHITE LINES
- (B) 12" WIDE CROSSWALK YELLOW LINES
- (C) 12" WIDE STOP LINE
- (D) 12" WIDE WHITE LINE, 10' SPACING
- (F) TYPE Q OBJECT MARKER
- (G) TYPE K2(CA) OBJECT MARKER
- (H) REPAINT EXIST. STRIPING / MARKING

GENERAL NOTES FOR SIGNING AND STRIPING:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY OF MADERA STANDARD SPECIFICATIONS, CALTRANS STANDARD PLANS AND SPECIFICATIONS, CALIFORNIA MUTCD, AND THE SPECIAL PROVISIONS.
2. ALL TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE PAINTED, EXCEPT AS OTHERWISE NOTED ON THE PLANS.
3. EXACT LOCATION AND POSITION OF ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. REMOVE CONFLICTING EXISTING TRAFFIC STRIPES AND PAVEMENT MARKINGS BY APPROVED GRINDING METHOD.
5. ALL CURB LANE WIDTHS ARE MEASURED TO FACE OF CURB.
6. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING ONLY.
7. ALL CROSSWALKS SHALL BE 12" WIDE, OUTSIDE EDGE TO OUTSIDE EDGE.
8. PAINTING TO BE PER CALTRANS STANDARD, 7 DAYS AFTER FOG SEAL APPLICATION.
9. PAINTING REQUIRES 2 COATS.
10. INSTALL BLUE PAVEMENT MARKER AT ALL FIRE HYDRANTS PER CITY STD. DRAWING W-6
11. PAINT MEDIAN NOSE 4 FEET WITH TRAFFIC YELLOW.
12. INSTALL TYPE "O" MARKERS ON ALL MEDIAN NOSES.

Ellen Dobbs Bitter 4/26/24

ELLEN DOBBS BITTER DATE

REGISTERED PROFESSIONAL ENGINEER ELLEN DOBBS BITTER No. 53951 CIVIL STATE OF CALIFORNIA

OLIVE AVENUE AND KNOX STREET WIDENING AND INTERSECTION IMPROVEMENTS STREET SIGNING, STRIPING & MARKING PLAN

CITY OF MADERA
ENGINEERING DEPARTMENT
428 EAST YOSEMITE AVENUE
MADERA, CA 93637

SM-1 SHEET 4 OF 6 SHEETS

APPROVED BY: _____ DATE 4-26-24
CITY ENGINEER

PLAN REVISION

INITIAL ISSUE DATE: 04/22/2024

CHANGE	DATE	APPROVAL
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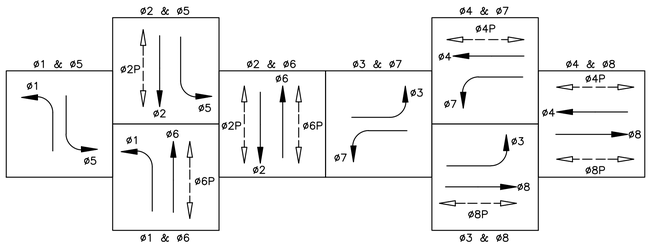
PARKS DEPARTMENT:
DESIGNED BY: E BITTER CHECKED BY:
DRAWN BY: S ROBERSON INSPECTED BY:
CONSTRUCTION DATES: DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-000010 (PHASE III)

Apr/22/2024 1:52 PM
S:\CIP\-PROJECTS BY FISCAL YEAR\CIP FY 14-15\OLIVE WIDENING\DESIGN\DRAWINGS\00 PERCENT PLANS\OLIVE & KNOX CONSTRUCTION\OLIVE&KNOXZ1SIGNSTRIPING-042024

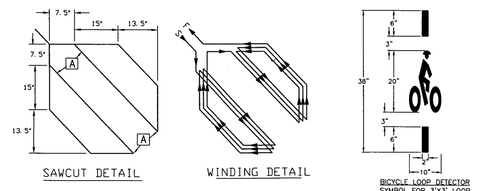


PROPOSED PHASE DIAGRAM

STEADY DEMAND SEQUENCE
FLASHING: ALL PHASES RED

EMERGENCY VEHICLE PREEMPTION

EVA = ø2+ø5
EVB = ø4+ø7
EVC = ø1+ø6
EVD = ø3+ø8

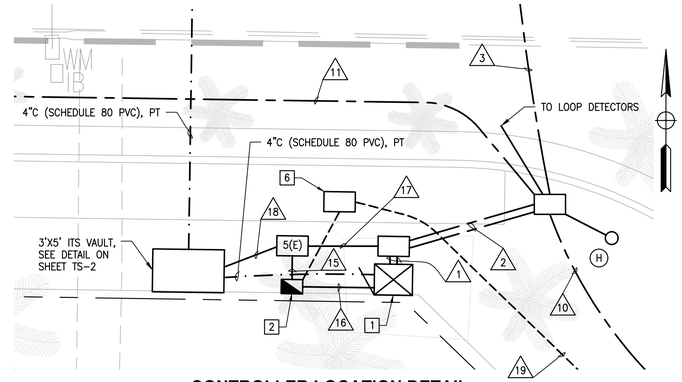


BIKE LOOP (3'X3')
DETECTOR CONFIGURATION

A ROUND CORNERS OF ACUTE ANGLE SAWCUTS TO PREVENT DAMAGE TO CONDUCTORS.

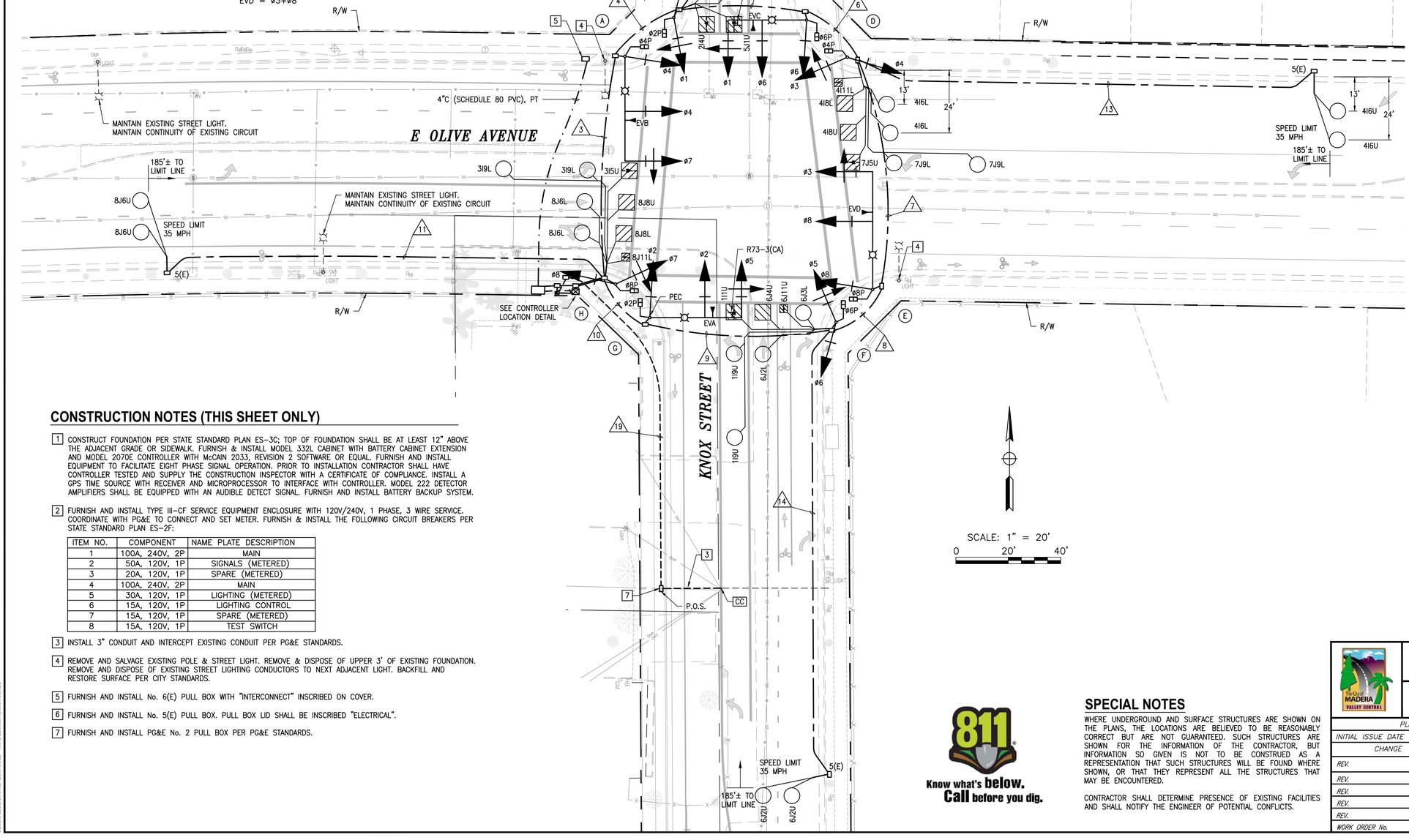
DETAIL: BIKE LOOP DETECTOR

NOT TO SCALE



CONTROLLER LOCATION DETAIL

NOT TO SCALE



SCALE: 1" = 20'
0 20' 40'

LEGEND (THIS SHEET ONLY)

- TRAFFIC SIGNAL CONDUIT
- STREET LIGHTING/SERVICE CONDUIT
- ITS CONDUIT (4" SCHEDULE 80 PVC), PT
- EVA — EMERGENCY VEHICLE PREEMPTION DETECTOR UNIT PER CITY OF MADERA SPECIFICATIONS DENOTES CHANNEL
- CALTRANS TYPE E LOOP DETECTOR
- CALTRANS TYPE D LOOP DETECTOR (5 TURNS). INSTALL A BICYCLE LOOP DETECTOR PAVEMENT MARKING (PAINT) PER CALTRANS STANDARD DRAWING A24C WHERE SHOWN ON THE PLAN
- BIKE LOOP DETECTOR (3 TURNS). SEE BIKE LOOP DETECTOR DETAIL, THIS SHEET.
- PULL BOX (No. 6(E) UNLESS OTHERWISE NOTED)
- EXISTING PULL BOX
- PEC — PHOTOELECTRIC CONTROL
- P.O.S. — PROPOSED POINT OF SERVICE
- R/W — RIGHT OF WAY

FOR OTHER SYMBOLS REFER TO STATE STANDARD DRAWINGS.

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. CONSTRUCT FOUNDATION PER STATE STANDARD PLAN ES-3C; TOP OF FOUNDATION SHALL BE AT LEAST 12" ABOVE THE ADJACENT GRADE OR SIDEWALK. FURNISH & INSTALL MODEL 332L CABINET WITH BATTERY CABINET EXTENSION AND MODEL 2070E CONTROLLER WITH McCAIN 2033, REVISION 2 SOFTWARE OR EQUAL. FURNISH AND INSTALL EQUIPMENT TO FACILITATE EIGHT PHASE SIGNAL OPERATION. PRIOR TO INSTALLATION CONTRACTOR SHALL HAVE CONTROLLER TESTED AND SUPPLY THE CONSTRUCTION INSPECTOR WITH A CERTIFICATE OF COMPLIANCE. INSTALL A GPS TIME SOURCE WITH RECEIVER AND MICROPROCESSOR TO INTERFACE WITH CONTROLLER. MODEL 222 DETECTOR AMPLIFIERS SHALL BE EQUIPPED WITH AN AUDIBLE DETECT SIGNAL. FURNISH AND INSTALL BATTERY BACKUP SYSTEM.
2. FURNISH AND INSTALL TYPE III-CF SERVICE EQUIPMENT ENCLOSURE WITH 120V/240V, 1 PHASE, 3 WIRE SERVICE. COORDINATE WITH PG&E TO CONNECT AND SET METER. FURNISH & INSTALL THE FOLLOWING CIRCUIT BREAKERS PER STATE STANDARD PLAN ES-2F:

ITEM NO.	COMPONENT	NAME PLATE DESCRIPTION
1	100A, 240V, 2P	MAIN
2	50A, 120V, 1P	SIGNALS (METERED)
3	20A, 120V, 1P	SPARE (METERED)
4	100A, 240V, 2P	MAIN
5	30A, 120V, 1P	LIGHTING (METERED)
6	15A, 120V, 1P	LIGHTING CONTROL
7	15A, 120V, 1P	SPARE (METERED)
8	15A, 120V, 1P	TEST SWITCH

3. INSTALL 3" CONDUIT AND INTERCEPT EXISTING CONDUIT PER PG&E STANDARDS.
4. REMOVE AND SALVAGE EXISTING POLE & STREET LIGHT. REMOVE & DISPOSE OF UPPER 3' OF EXISTING FOUNDATION. REMOVE AND DISPOSE OF EXISTING STREET LIGHTING CONDUCTORS TO NEXT ADJACENT LIGHT. BACKFILL AND RESTORE SURFACE PER CITY STANDARDS.
5. FURNISH AND INSTALL No. 6(E) PULL BOX WITH "INTERCONNECT" INSCRIBED ON COVER.
6. FURNISH AND INSTALL No. 5(E) PULL BOX. PULL BOX LID SHALL BE INSCRIBED "ELECTRICAL".
7. FURNISH AND INSTALL PG&E No. 2 PULL BOX PER PG&E STANDARDS.

811 Know what's below. Call before you dig.

SPECIAL NOTES

WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THE PLANS, THE LOCATIONS ARE BELIEVED TO BE REASONABLY CORRECT BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL THE STRUCTURES THAT MAY BE ENCOUNTERED.

CONTRACTOR SHALL DETERMINE PRESENCE OF EXISTING FACILITIES AND SHALL NOTIFY THE ENGINEER OF POTENTIAL CONFLICTS.

REGISTERED PROFESSIONAL ENGINEER — JOSEPH RODRIGUEZ — NO. C92753 — CIVIL — STATE OF CALIFORNIA

OLIVE AVENUE WIDENING
GATEWAY DRIVE TO KNOX STREET
TRAFFIC SIGNAL - OLIVE AVENUE & KNOX STREET

CITY OF MADERA
ENGINEERING DEPARTMENT
205 WEST 4TH STREET
MADERA, CA 93637

TS-1 SHEET 5 OF 6 SHEETS

APPROVED BY: _____ DATE 4-26-24
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
REV.		
REV.		
REV.		
REV.		
WORK ORDER No.		

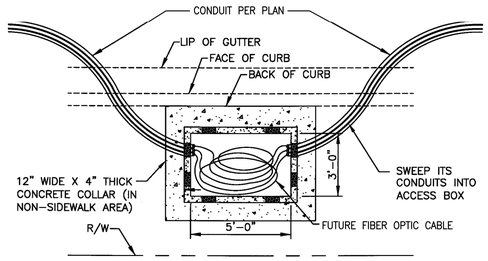
REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: JR CHECKED BY: JR
DRAWN BY: AM INSPECTED BY:
CONSTRUCTION DATES DATE STARTED DATE COMPLETED
CONTRACTOR:
PROJECT No. R-000010

Apr 16,2024 4:37 PM
D:\2018\3-30\DACAD\TASK\TCS1E AVENUE - TRAFFIC SIGNAL IMPROVEMENTS (KNOX)

CONDUCTOR SCHEDULE

AWG OR CABLE	POLE	PHASE	CONDUIT RUN NUMBER AND SIZE																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
			2–4"	2–4"	4"	4"	4"	4"	4"	4"	4"	4"	2"	2"	2"	2"	2"	1½"	2"	2"	2"
12 CSC (VEH. & PED) *	A	4, 7, 4P / 2P	1 1	1 1	1 1																
	B	1, 2, 2P / 4P	1 1	1 1	1 1	1 1															
	C	1, 6, 6P / 4P	1 1	1 1	1 1	1 1	1 1														
	D	3, 4, 4P / 6P	1 1	1 1	1 1	1 1	1 1	1 1													
	E	3, 8, 8P / 6P	1 1	1 1						1 1	1 1	1 1									
	F	5, 6, 6P / 8P	1 1	1 1							1 1	1 1									
	G	2, 5, 2P / 8P	1 1	1 1								1 1									
* 3 CSC (PPB)	H	7, 8, 8P / 2P	1 1	1 1																	
TOTAL			8 8	8 8	4 4	3 3	2 2	1 1		1 1	2 2	3 3									
TYPE C DLC *	LOOP DETECT.	ø1	2	2							2	2									
		ø2	3	3	3	3								1							
		ø3	2	2																	
		ø4	5	5	5	5	5	5							1						
		ø5	2	2	2	2															
		ø6	5	5							5	5				1					
		ø7	2	2	2	2	2	2													
		ø8	5	5									1								
TOTAL DLC			26	26	12	12	7	7			7	7	1	1	1	1					
#2	SERVICE																				3
#4	SIGNAL POWER																	2			
#8	SAFETY LIGHTING			2	2	2	2			2	2	2					2		2		
#8	GROUNDING WIRE		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
#10	PHOTOELECTRIC CONTROL			3								3					3		3		
EMERGENCY VEHICLE PREEMPTION			4	4	2	1	1			1	1	2									
PERCENT CONDUIT FILL			20%	21%	21%	16%	11%	7%	0%	5%	12%	16%	4%	4%	4%	4%	8%	14%	8%	2%	13%

* NUMBER INDICATIONS ARE THE NUMBER OF CABLES WITHIN CONDUIT.

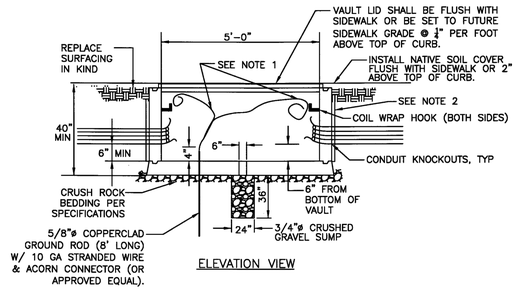


PLAN VIEW

NOTES:

1. 90° CONDUIT ENTRIES ARE NOT ALLOWED. CONDUIT SHALL BE DIRECTLY ACROSS FROM ADJACENT CONDUITS.
2. VAULT SHALL HAVE A TORSION SUSPENDED & SPRING LOADED LID WITH TWO HOLDUP BRACING BARS.
3. VAULTS SHALL INCLUDE BOLT DOWN LIDS.
4. LABELING ON LID SHALL READ "ITS COMMUNICATIONS".
5. VAULTS SHALL BE APPROVED BY THE CITY ENGINEER.
6. FOR ADDITIONAL 3' X 5' VAULT DETAILS, SEE 3'X5' ITS VAULT DETAIL B.

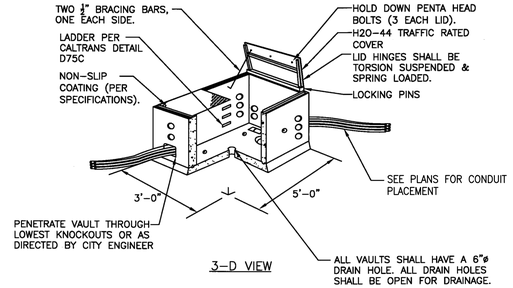
3'X5' ITS VAULT DETAIL A



ELEVATION VIEW

NOTES:

1. INSTALL COMMUNICATIONS BELLS ON CONDUIT ENDS & CONNECT TONEABLE CONDUIT TO GROUNDING ROD.
2. WRAP VAULT WITH BUILDING PAPER PER SPECIFICATIONS BEFORE BACKFILLING.



3-D VIEW

3'X5' ITS VAULT DETAIL B

3'X5' ITS VAULT DETAIL
NOT TO SCALE

GENERAL NOTES (SHEETS TS-1 AND TS-2 ONLY)

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, 2018 EDITION, THE LATEST CALTRANS ADOPTED EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD), THE LATEST EDITION OF THE CITY OF MADERA STANDARD SPECIFICATIONS AND DRAWINGS.
2. THESE PLANS ARE ACCURATE FOR ELECTRICAL WORK ONLY.
3. NO ABOVE GROUND WORK, EXCEPT SERVICE EQUIPMENT, SHALL BE PERFORMED UNTIL THE CONTRACTOR HAS ALL MATERIALS ON HAND TO COMPLETE THAT PARTICULAR SIGNAL LOCATION OR LIGHTING CIRCUIT.
4. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL EXISTING UTILITIES WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS, AND SHALL PROVIDE PROTECTION PRIOR TO, DURING, AND AFTER TRENCHING, JACKING AND/OR BORING. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA), BY CALLING 811, AT LEAST TWO (2) WORKING DAYS BEFORE BEGINNING WORK.
5. CONDUIT INSTALLATION ACROSS ROADWAYS SHALL BE BY JACKING OR DIRECTIONAL DRILLING METHODS UNLESS OTHERWISE NOTED ON THE PLANS OR APPROVED BY THE ENGINEER. CONTRACTOR SHALL SUBMIT A BORING PLAN FOR APPROVAL BY THE ENGINEER.
6. CONTRACTOR SHALL ARRANGE WITH UTILITY COMPANIES FOR ALL REQUIRED UTILITY RELOCATIONS, INCLUDING OVERHEAD CONFLICTS.
7. ALL TRAFFIC SIGNAL AND LIGHTING FACILITIES, INCLUDING CABINETS, STANDARDS, PULL BOXES, CONDUITS, AND LOOP DETECTORS, ARE SHOWN IN THEIR APPROXIMATE LOCATIONS. AFTER ALL UNDERGROUND UTILITIES ARE MARKED, THE CONTRACTOR SHALL MARK FINAL LOCATIONS IN THE FIELD AND NOTIFY THE ENGINEER AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCING WORK TO OBSERVE THE MARKED LOCATIONS.
8. PULL BOXES SHALL BE NO. 6(E) UNLESS OTHERWISE NOTED ON THE PLANS. PULL BOXES SHALL NOT BE INSTALLED IN CURB RAMPS. ALL LIDS SHALL BE LABELED "SIGNAL" OR "ELECTRICAL" AND SHALL HAVE LOCK JAW LID OR EQUAL.
9. ALL PULL BOXES INSTALLED IN NON-CONCRETE AREAS SHALL BE SURROUNDED BY A ONE (1)-FOOT-WIDE CONCRETE COLLAR, TO A DEPTH EQUAL TO THE PULL BOX AND EXTENSION.
10. ALL CONDUITS SHALL HAVE BUSHINGS INSTALLED PRIOR TO INSTALLING CONDUCTORS. STEEL CONDUITS SHALL HAVE LAY-IN STYLE LUGS THAT ARE CAST INTEGRAL WITH THE BUSHING.
11. CONDUIT BENDS OF 90 DEGREES ARE PROHIBITED UNLESS OTHERWISE NOTED OR WRITTEN PERMISSION IS GIVEN BY THE CITY OF MADERA ENGINEER.
12. ALL NEUTRAL CONDUCTORS SHALL BE WHITE IN COLOR THROUGHOUT THEIR ENTIRE LENGTH.
13. TRAFFIC SIGNAL CABLE SHALL NOT BE SPLICED BETWEEN THE CONTROLLER CABINET AND THE TERMINAL COMPARTMENTS MOUNTED ON THE POLES.
14. SEAL CONDUIT WITH AN APPROVED DUCT SEAL AFTER ALL CONDUCTORS HAVE BEEN INSTALLED.
15. ALL VEHICLE AND PEDESTRIAN SIGNAL SECTIONS SHALL UTILIZE LIGHT EMITTING DIODE (LED) SIGNAL MODULES IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. VEHICLE SIGNAL SECTIONS SHALL HAVE 12" (300 MM) DIAMETER LENSES WITH BACKPLATES AND TUNNEL VISORS. ALL VEHICLE AND PEDESTRIAN SIGNAL SECTIONS SHALL HAVE METAL AND RUBBER WASHERS INSTALLED ON THE INSIDE OF THE HEAD.
16. PEDESTRIAN SIGNAL UNITS SHALL BE FULL SYMBOL, CA-MUTCD COMPLIANT, LED "COUNTDOWN" TYPE WITH 9-INCH NUMERALS; GELCORE MODEL PS7-CFF1-01A-18, OR APPROVED EQUAL. SIGNAL ALIGNMENT SHALL BE AS DIRECTED BY THE ENGINEER.
17. THE CONTRACTOR SHALL FURNISH AND INSTALL A COMPLETE OPTICOM (GTT) EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM (721 TWO-DIRECTION DETECTION, SINGLE CHANNEL) IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS. EVP DETECTOR UNITS SHALL BE INSTALLED ON SIGNAL MAST ARMS AS SHOWN ON THE PLAN, CENTERED OVER THE NUMBER ONE THROUGH LANE, WITH BRACKETS APPROVED BY THE CITY OF MADERA. THE CONTRACTOR SHALL DELIVER THE MODEL 762 DISCRIMINATORS TO THE CITY.
18. SIGNS SHALL BE TYPE III OR IV RETROREFLECTIVE SHEETING PER ASTM D4956-17. ALL SIGNS SHALL BE COVERED WITH A TRANSLUCENT ANTI-GRAFFITI FLUOROPOLYMER FILM THAT DOES NOT IMPAIR THE REFLECTIVITY OF THE SIGN.
19. CONDUITS EXITING THE CONTROLLER FOUNDATION AND ENTERING INTO THE CONTROLLER CABINET SHALL BE ALIGNED TO ENTER WITHIN THE TEES SPECIFIED CABINETS WITHOUT ANY MODIFICATIONS TO THE CABINET BASE.
20. ALL RESURFACING SHALL MATCH EXISTING SURFACES AFTER SIGNAL FACILITIES ARE REMOVED AND/OR RELOCATED.
21. ALL LUMINAIRE CIRCUITS SHALL BE FUSED. THE FUSE SHALL BE LOCATED IN THE LUMINAIRE HOUSING AT EACH POLE (5 AMP KTK FUSE IN TRON HEB TYPE FUSE HOLDER).
22. THE CONTRACTOR SHALL FURNISH AND INSTALL PG&E POLE NUMBERS.
23. THE CONTRACTOR SHALL FURNISH AND INSTALL AN ACCESSIBLE (AUDIBLE) PEDESTRIAN SIGNAL (APS) SYSTEM (2-WIRE POLARA NAVIGATOR OR APPROVED EQUAL). THE APS SHALL PROVIDE BOTH A VIBRATING ARROW BUTTON AND AUDIBLE SOUNDS DURING THE "WALK" INTERVAL, AS WELL AS A LOCATING TONE DURING THE PEDESTRIAN CLEARANCE AND "DON'T WALK" INTERVALS. CABINET CONTROL UNIT (CCU) SHALL BE MOUNTED ON A CITY-APPROVED MANUFACTURED BRACKET (McCAIN M49021 OR APPROVED EQUAL). THE CONTRACTOR SHALL PROVIDE THE CITY WITH THE LATEST MEANS OF PROGRAMMING THE APS SYSTEM. PEDESTRIAN PUSH BUTTONS SHALL HAVE 2" DIAMETER ACTUATORS AND COMPLY WITH THE AMERICAN DISABILITIES ACT (ADA).
24. CONTRACTOR TO FURNISH AND INSTALL HAWKINS HANGERS, OR APPROVED EQUAL, FOR ALL STREET NAME SIGNS.

EQUIPMENT SCHEDULE

LOCATION	POLE TYPE	MAST ARM LENGTH		SIGNAL MOUNTING			BACK-PLATE	PPB		LUMINAIRE (LED)	G7 SIGN SNS	NOTES:
		SIGNAL	LUMINAIRE	POST	MAST-ARM	PED		ø	ARROW			
A	26-4-100	40'	15'	SV-1-T	MAT MAS (F=19')	SP-1-T	3	2P	←	100	Olive Ave	EVC. FURNISH AND INSTALL CREE STR-LWY-2M-HT-10-E-UL-SV-525-R-UTL-40K SAFETY LIGHT.
B	1-A (10')	–	–	TV-2-T	–	SP-1-T	2	4P	→	–	–	
C	19-4-100	30'	15'	SV-1-T	MAS (F=13')	SP-1-T	3	4P	←	100	Knox St	EVD, R73-3(CA). FURNISH AND INSTALL CREE STR-LWY-2M-HT-10-E-UL-SV-525-R-UTL-40K SAFETY LIGHT.
D	1-A (10')	–	–	TV-2-T	–	SP-1-T	2	6P	→	–	–	
E	26-4-100	45'	15'	SV-1-T	MAT MAS (F=19')	SP-1-T	3	6P	←	100	Olive Ave	EVA. FURNISH AND INSTALL CREE STR-LWY-2M-HT-10-E-UL-SV-525-R-UTL-40K SAFETY LIGHT.
F	1-A (10')	–	–	TV-2-T	–	SP-1-T	2	8P	→	–	–	
G	24-4-100	35'	15'	SV-1-T	MAS (F=14')	SP-1-T	3	8P	←	100	Knox St	EVB, R73-3(CA). FURNISH AND INSTALL CREE STR-LWY-2M-HT-10-E-UL-SV-525-R-UTL-40K SAFETY LIGHT.
H	1-A (10')	–	–	TV-2-T	–	SP-1-T	2	2P	→	–	–	

NOTES:
1. LUMINAIRES SHALL BE PER CITY OF MADERA STANDARD DRAWING ST-20.
2. CONTRACTOR TO VERIFY OVERHEAD AND UNDERGROUND UTILITY CLEARANCE PRIOR TO ORDERING EQUIPMENT. ARRANGE FOR UTILITY RELOCATION OR MODIFY EQUIPMENT SIZE/LOCATION AS NECESSARY WITH APPROVAL OF ENGINEER.

Know what's below. Call before you dig.

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CONTRACTOR SHALL DETERMINE PRESENCE OF EXISTING FACILITIES AND SHALL NOTIFY THE ENGINEER OF POTENTIAL CONFLICTS.

REGISTERED PROFESSIONAL ENGINEER — JOSEPH ROBERT RODRIGUEZ — NO. C52753 — CIVIL — STATE OF CALIFORNIA

OLIVE AVENUE WIDENING
GATEWAY DRIVE TO KNOX STREET
OLIVE AVENUE & KNOX STREET - SCHEDULE & NOTES

CITY OF MADERA
ENGINEERING DEPARTMENT
205 WEST 4TH STREET
MADERA, CA 93637

TS-2 SHEET 6 OF 6 SHEETS

APPROVED BY: _____ DATE 4-26-24
CITY ENGINEER

PLAN REVISION		
INITIAL ISSUE DATE		
CHANGE	DATE	APPROVAL
REV.		
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WORK ORDER No.		

REVIEWED BY
PUBLIC WORKS:
FIRE DEPARTMENT:
PARKS DEPARTMENT:
DESIGNED BY: JR — CHECKED BY: JR
DRAWN BY: AM — INSPECTED BY:
CONSTRUCTION DATES — DATE STARTED — DATE COMPLETED
CONTRACTOR:
PROJECT No. R-000010

Ag/6/2024 4:10 PM
J:\2018\18-00CAD\CAD\ST\ST1.DWG, FARNLE - TRAFFIC SIGNAL IMPROVEMENTS (ADOB)

Attachment 2

Project Map

LOCATION MAP

CITY OF MADERA ENGINEERING DEPARTMENT 428 E YOSEMITE MADERA, CA 93638	LOCATION MAP	DR BY: EP CH BY: DATE: 6/13/24 SCALE: NTS SHT 1 OF 1

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2024

Agenda Number: E-1

SUBJECT:

Caltrans State Route 145 Yosemite Avenue Project Decorative Street Lighting

RECOMMENDATION:

This report is submitted to the City Council (Council) for direction relative to selection of decorative street lighting on the Caltrans State Route 145 Yosemite Avenue Project (Project)

SUMMARY:

Caltrans and their design consultant continue to work on the design of the Project. At present, Caltrans is seeking confirmation of pole and luminaire fixture types at roundabouts.

DISCUSSION:

City staff is continuing to work with Caltrans staff and their consultant to include as many of the improvements identified in the State Route 145 Yosemite Avenue as Downtown Main Street Plan (Downtown Plan), as adopted by Council on April 15, 2020, into the Project as the $3,000,000 makes possible. This report will address just one of those improvements; being the decorative streetlights.

After review of the 60 percent design plans, Caltrans Electrical team informed the Project's design team and Staff of an update to Caltrans safety lighting standards which required significantly more lighting approaching and at the roundabouts. This would eliminate the amount of City standard decorative lights that were planned for installation to be replaced with standard cobra head fixtures on stainless-steel poles.

Staff requested the Caltrans design team investigate the use of decorative lighting fixtures rather than the typical stainless-steel poles that would still adhere to the Caltrans safety lighting standards at the roundabouts. Utilizing decorative safety lighting will allow the City to achieve a

cohesive vision for the Downtown Plan while simultaneously allowing Caltrans to obtain required lighting standards.

The Caltrans design team researched and provided the following two types of luminaire heads which have been used for other projects in California:

1. The first luminaire head option provided is the Lumec Renaissance LED Pendant (large). This luminaire has the appearance of a teardrop fixture.

2. The second luminaire head option is the Lumec Domus LED Pendant. This luminaire option has a bell shape appearance.

Both luminaire head options are shown in Attachment 1.

Along with the luminaire head, staff is requesting direction regarding the pole that will coincide with the associated head option. Caltrans' vendor is able to manufacture three different poles for either of the luminaire options chosen. The pole options for the associated luminaire head are shown in Attachments 2 and 3.

Caltrans has indicated that it will move forward with the 95 percent design plans with the incorporation of the teardrop-shaped luminaire fixture in the plans as a placeholder. Plans will be modified based on Council direction.

Design Considerations:

The concept of creating a sense of place for City downtowns, streetscapes, and activity centers or nodes is a commonly accepted principle contributing to contemporary planning paradigms. All the features that define the public realm, from the street width, parking and pedestrian crossings to the sidewalk pattern, furniture and landscaping, as well as the adjacent private structures and lands, influence individual experience. The creation of a sense of place and unique environs therefore also contribute to the creation of destinations for residents of and visitors to the community.

A sense of place can be realized organically (e.g., through the preservation and retention of existing building stock which exhibits architectural quality and/or the maturing of landscapes or presence of natural features). A sense of place may also be fostered and facilitated through thoughtful planning and the introduction of new improvements and development in a manner which is complementary to or in conformance with certain thematic or character defining features.

The use of decorative streetlights in conjunction with the planned street improvements within Yosemite Avenue/State Route 145 corridor will contribute to the creation of a "main street" sense of place downtown. All options presented for poles/arms, lights and assemblies afford

unique and distinguishing decorative design features. In addition to aesthetic design preference, the Council may wish to consider the following in exercising its discretion.

Downtown Madera and the Yosemite/SR 145 corridor is comprised of some of the City's most recognizable and historic buildings and architecture. Staff recommends consideration be given to whether any features of the respective street light options presented convey or complement the visual appearance of existing character defining features or parts of existing structures, improvements or street furniture within the corridor or in the immediate vicinity (e.g., existing decorative streetlights and/or vertical, ornamental or architectural elements of adjacent structures). The Council may also consider whether any of the respective options presented may be a more- or less- accurate representation/example of a perceived period of architectural significance or typology of the structures or improvement along the street corridor or within the immediate vicinity.

While taking cues and drawing inspiration from existing character defining features can positively contribute to, and perhaps even accelerate, the creation of a sense of place, the Council may also consider how the introduction of new improvements may influence future improvements within the area. In the instance the Council may choose to introduce additional improvements or street furniture (trash receptacles, benches, outdoor dining areas or furniture zones, fencing, wayfinding devices, kiosks, etc.) in the future, selecting an independently preferred decorative street lighting option could establish a precedent standard or serve as inspiration for future improvements or features in the area which would collectively contribute to the further creation of a sense of place in downtown.

All existing City standard decorative poles located in the downtown area have a black finish. Regardless of which decorative street lighting options are preferred by Council, it is proposed by staff that the decorative lighting required approaching and at the roundabouts along with the City standard decorative lights to be installed where missing, be black finish to coincide with what is already existing.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as a result of assigning transportation funds toward the Project for the added improvements. Additional funding for landscape maintenance might come from the Downtown Association fund, which is not supported by the General Fund.

ALTERNATIVES:

The current design is progressing based on previously agreed-upon concepts. Alternatives for landscaping and aesthetics will be considered as part of the Council's discussion.

ATTACHMENTS:

1. Luminaire Head Options
2. Renaissance LED Pendant Pole Options
3. Domus LED Pendant Pole Options

Attachment 1

Luminaire Head Options

Domus LED Pendant

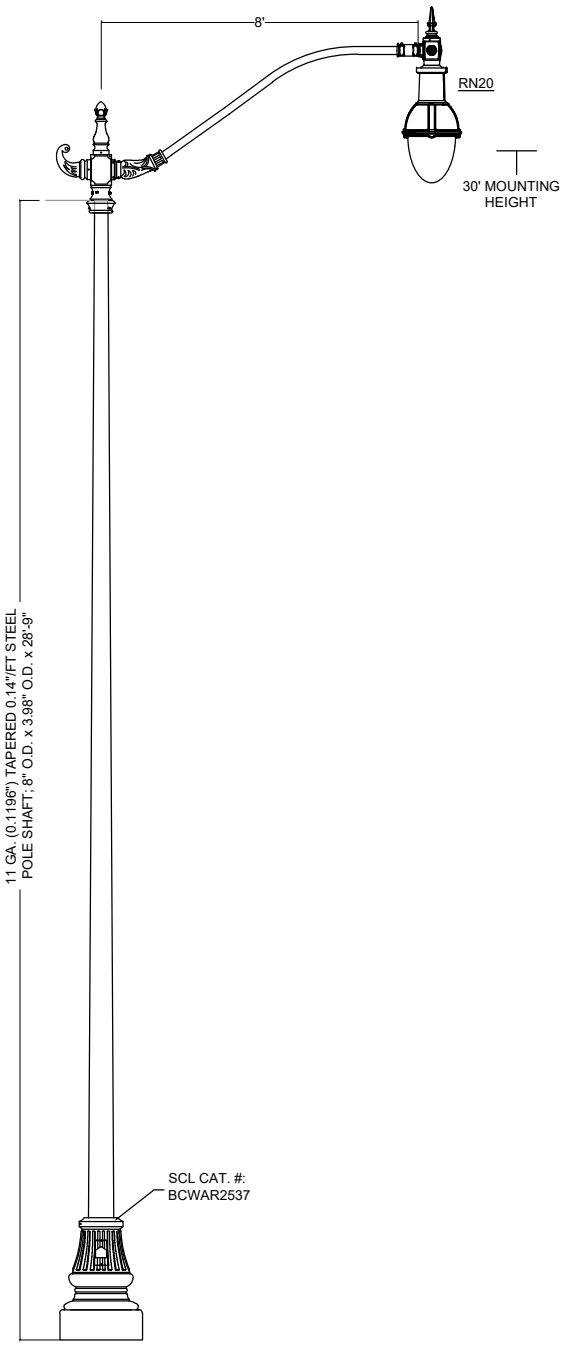
Renaissance LED Pendant

Attachment 2

Renaissance LED Pendant Pole Options

REV. #	REVISION NOTE	DATE	RVS'D BY

*ALH-8



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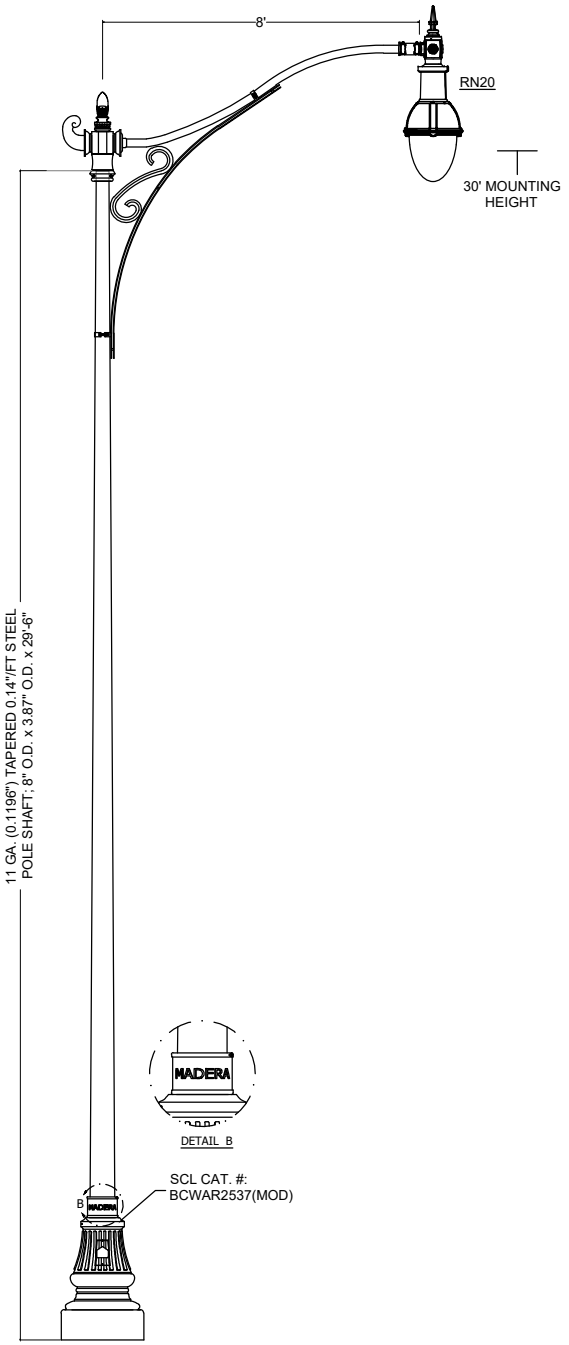

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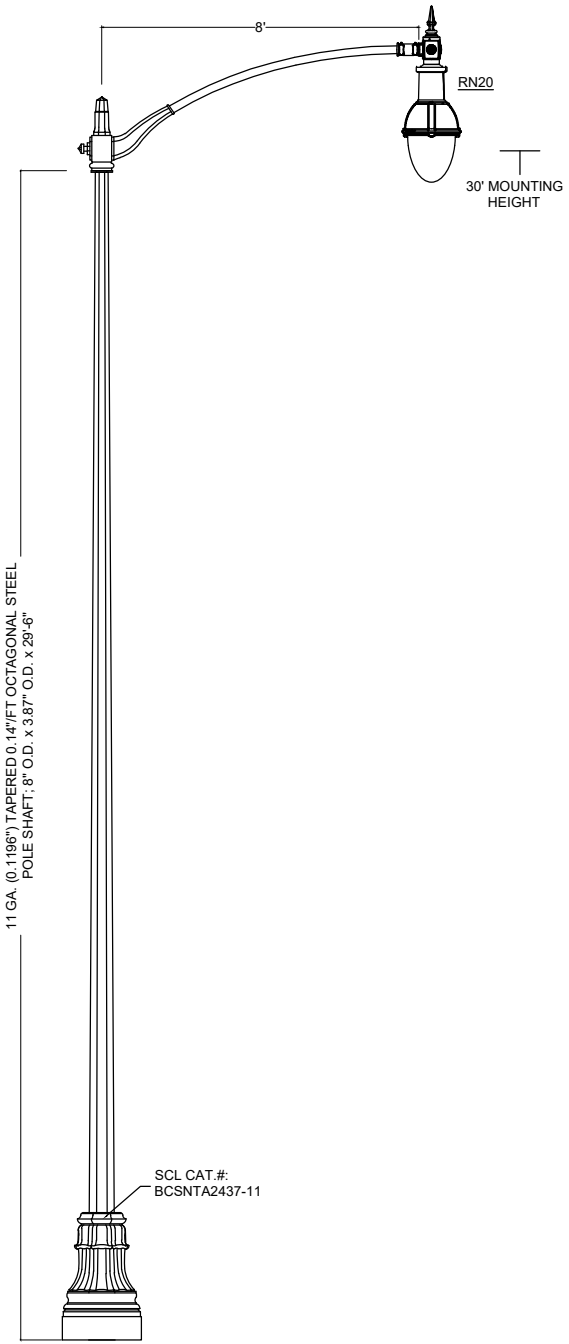

* ALL STEEL ASSEMBLIES GALVANIZED TO ASTM-A123
* ALL WELDS IN ACCORDANCE WITH AWS WELDING CODE
* ALL MATERIAL FINISH PAINTED PER CITY SPECIFICATIONS

FINISH SPECIFICATIONS

SOUTH COAST LIGHTING & DESIGN
1101 VIA CALLEJON, STE. 200, SAN CLEMENTE, CA. 92673
VOICE - 949.276.8850 / FAX - 949.276.8855
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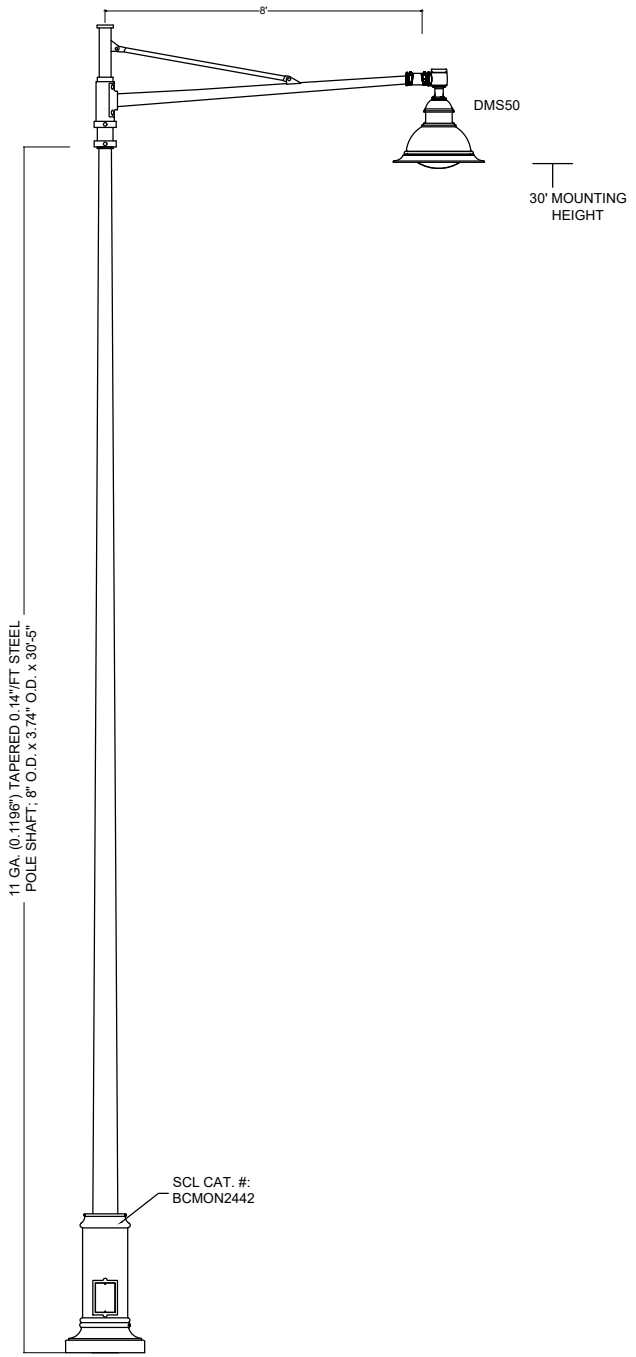
SALES:	DRAWN BY: J.G.	CATALOG #: TRADITIONAL CONCEPT DRAWINGS - RN20	DATE: 5.20.24
PRODUCTION:	CUSTOMER: C.O. MADERA	PROJECT NAME: CITY STANDARDS	
FINAL:		DRAWING NUMBER: J-052024-1S	SHEET: 1 OF 1

Attachment 3

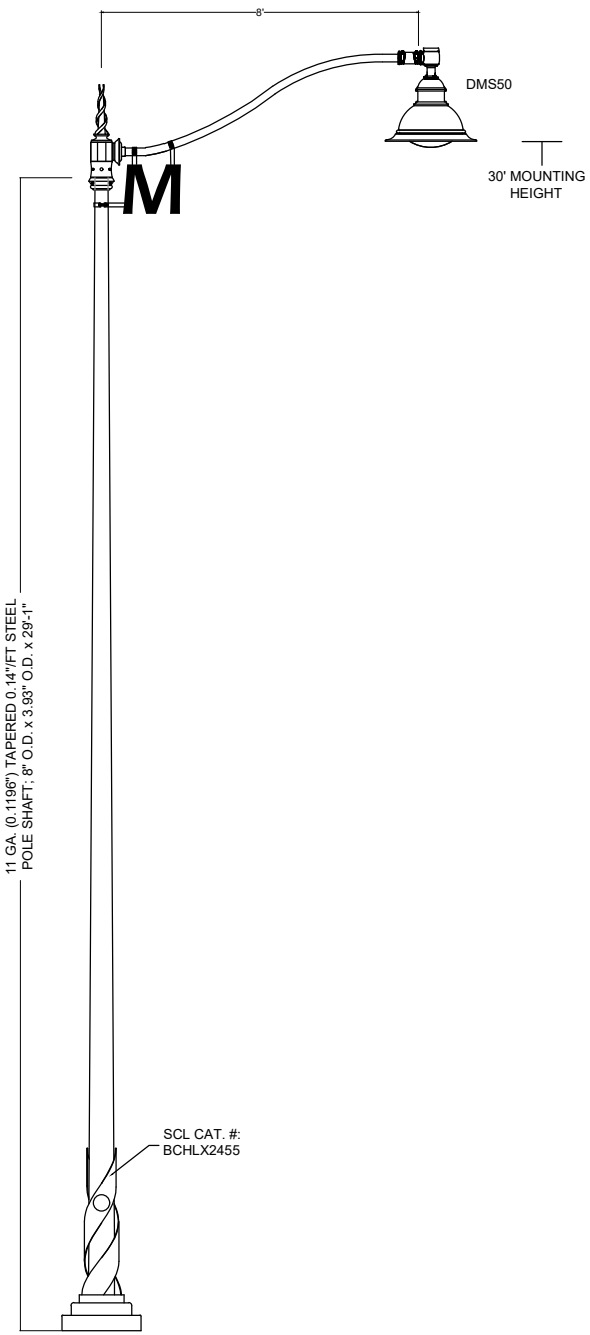
Domus LED Pendant Pole Options

REV. #	REVISION NOTE	DATE	RVS'D BY

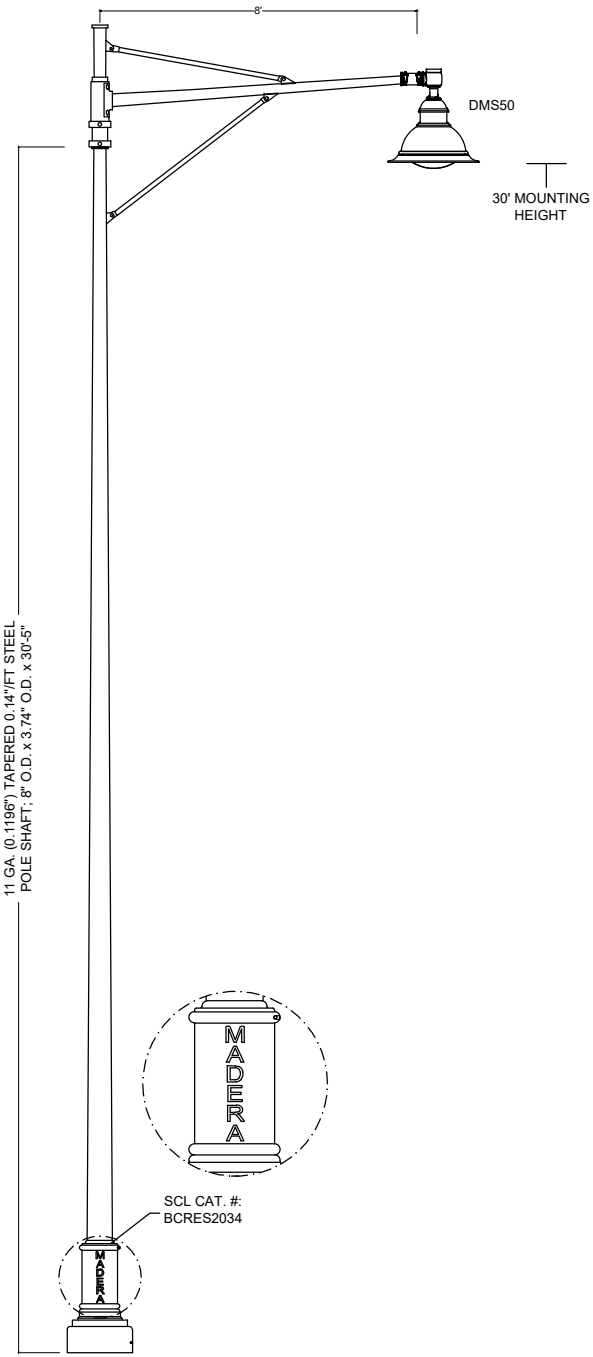
CUSTOM ARM



HELIX ARM



CUSTOM ARM W/ SCROLL



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SALES:	DRAWN BY: J.G.	CATALOG #: CONTEMPORARY CONCEPT DRAWINGS - DMS50	DATE: 5.20.24
PRODUCTION:	CUSTOMER: C.O. MADERA	PROJECT NAME: CITY STANDARDS	
FINAL:		DRAWING NUMBER: J-052024-2S	SHEET: 1 OF 1