

Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, May 5, 2021
6:00 p.m.

Council Chambers
City Hall

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

CALL TO ORDER:

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

INVOCATION: Rabbi Paul Gordon

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

INTRODUCTIONS:

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – 01/20/21

Recommendation: Approve the City Council Minutes of January 20, 2021

B-2 Informational Report on Register of Audited Demands for April 10, 2021 to April 23, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Lease Agreement for Facilities at the Millview Community Center

Recommendation: Adopt a Resolution Approving a three-year Lease Agreement with the Community Action Partnership of Madera County, Inc. (CAPMC) for Occupation and Use of Facilities at the Millview Community Center (Report by Arnoldo Rodriguez)

B-4 Permit for the Madera Municipal Airport for the 2021/2022 Porsche Club of America Autocross Events

Recommendation: Adopt a Resolution Approving a Special Activity Permit Certificate for the Use of Designated Areas of the Madera Municipal Airport for the 2021/2022 Porsche Club of America Autocross Events (Report by Daniel Foss)

C. PUBLIC HEARINGS: None

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

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

Recommendation: Adopt a Resolution Amending and Restating the Code of Conduct for the City Council, and Members of City Boards, Commissions, and Committees Adopted September 18, 2019 (Report by Arnoldo Rodriguez)

D-2 Second Amended Lease Agreement from WSD, LLC to California Pacific Investments

Recommendation: Adopt a Resolution Approving the Assignment of Second Amended Lease Agreement from WSD, LLC to California Pacific Investments for Airport Hangar Space (Report by Daniel Foss)

E. ADMINISTRATIVE REPORTS:

E-1 Retail Sales Tax Update

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

E-2 Request of a Second One-Year Extension of the Current Tax Sharing Agreement between the City and the County of Madera

Recommendation: Adopt a Resolution Approving the Second One-Year Extension to the Current Tax Sharing Agreement Set to Expire June 5, 2021 (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 agendaized and which meet other requirements for action.

G. CLOSED SESSION:

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

Agency Designated Representatives:

Arnoldo Rodriguez, Wendy Silva, and Che Johnson

Employee Organizations:

General Bargaining Unit/Madera Affiliated City Employees Association

Mid-Management Employee Group

Madera Police Officers' Association

Law Enforcement Mid Management

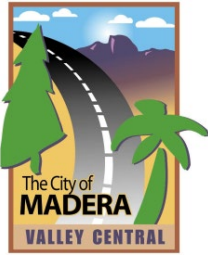
ADJOURNMENT: – Next regular meeting on May 19, 2021

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- 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 writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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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 May 5, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 7:30 p.m. on April 29, 2021.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	01/20/2021
Adopted:	05/05/2021

Minutes of a Regular Meeting of the Madera City Council

January 20, 2021
6:00 p.m.

Council Chambers
City Hall

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 942 0199 8013# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: District 5 is currently vacant.

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

INVOCATION: Pastor Marc Unger, First Baptist Church of Madera

PLEDGE OF ALLEGIANCE: Chief of Police Dino Lawson

APPROVAL OF AGENDA:

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

PUBLIC COMMENT:

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

No Public Comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

INTRODUCTIONS: None

A. WORKSHOP:

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

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

HdL Companies Consultant David McPherson of HdL assisted with the report.

Public comment was opened.

Angelica Sanchez, Director of Government Affairs and Compliance at Perfect Union stated they adamantly oppose the lottery system. She stated that lottery systems have failed in California, States, and other Countries. Lottery systems have been tried and led to negative outcomes in every jurisdiction where cannabis is legally regulated. They recommend that the City adopt a merit-based selection process that ensures applicants are scored solely on their merit and ranked accordingly.

Jackie Lovell of United Food Commercial Workers (UFCW) 8-Golden State stated they hope standards and specific criteria are included as part of the application process and that they establish a merit-based application process inclusive with strong labor standards. Public comment was closed.

B. CONSENT CALENDAR:

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

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

B-1 Minutes – 10/21/20

Recommendation: Approve the City Council Minutes of October 21, 2020.

B-2 Informational Report on Register of Audited Demands for Dececmber 26, 2020 to January 8, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service and Litigation Expenditures

Recommendation: No Action Required (Report by Arnolando Rodriguez)

B-4 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-5 2020/2021 Community Development Block Grant (CDBG) Action Plan Agreements with Subrecipients

Recommendation: Adopt Resolutions Approving 2020/2021 CDBG Action Plan Agreements as follows:

- 1) Community Action Partnership of Madera County for Local Efforts to Address Homelessness (\$20,000)
- 2) City of Madera Parks and Community Services Department for Senior Services (\$37,609)
- 3) Madera Rescue Mission to Provide Services to Homeless Persons (\$30,000)
- 4) Big Brothers Big Sisters of Central California for the High School Bigs Program (\$10,000)
- 5) Doors of Hope for Building Better Parents (\$15,300)

- 6) Pequeños Empresarios for Early Childhood Mentoring (\$10,000)
- 7) Madera Coalition for Community Justice for Youth Leadership Development (\$33,850)
- 8) Habitat for Humanity for Owner-Occupied Residential Rehabilitation (\$215,000)
- 9) City of Madera - Various Census Tract Improvements (\$36,755)
- 10) City of Madera - Sidewalk Improvements Lilly & Vineyard (\$97,065)
- 11) City of Madera - Flashing Stop Signs Lake & Adell (\$22,580)
- 12) City of Madera - ADA Compliant Front Counter at former RDA Building (\$25,000)
- 13) City of Madera - McNally Park Rehabilitation Project (\$196,221)

RES 21-06 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$20,000) WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

RES 21-07 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$37,609) WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

RES 21-08 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$30,000) WITH THE MADERA RESCUE MISSION

RES 21-09 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$10,000) WITH THE BIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA

RES 21-10 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$15,300) WITH THE DOORS OF HOPE

RES 21-11 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$10,000) WITH PEQUENOS EMPRESARIOS

RES 21-12 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$33,850) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE

RES 21-13 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$215,000) WITH HABITAT FOR HUMANITY

RES 21-14 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$36,755) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

RES 21-15 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$97,065) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

RES 21-16 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$22,580) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

RES 21-17 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$25,000) WITH THE CITY OF MADERA ENGINEERING DEPARTMENT

RES 21-18 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$196,221) WITH THE CITY OF MADERA PARKS AND COMMUNITY SERVICES DEPARTMENT

B-6 Amendment to the Lease Agreement between the City and MV Public Transportation, Inc. Concerning Internet Services and Increased Rent

Recommendation: Adopt a Resolution Approving Amendment No. 1 to the Lease Agreement between the City and MV Public Transportation (Report by Ivette Iraheta)

RES 21-19 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING ADMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

B-7 Appointment to the City's Block Grant Commission

Recommendation: Adopt a Resolution Approving Councilmember Evans's Recommendation to Appoint DJ Becker to the Block Grant Commission (BGC) (Report by Ivette Iraheta)

RES 21-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE APPOINTMENT OF DJ BECKER TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - BLOCK GRANT COMMISSION

B-8 Appointment to the City's Planning Commission

Recommendation: Adopt a Resolution Accepting the Recommendation of Mayor Santos Garcia appointing Khubaib Sheikh to Fill a Current Vacancy on the City of Madera Planning Commission (Report by Gary Conte)

RES 21-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING SHEIKH KHUBAIB TO THE CITY OF MADERA PLANNING COMMISSION

B-9 Agreement with MV Cheng & Associates for Interim Procurement Manager Consulting Services

Recommendation: Adopt a Resolution Approving the Agreement for Professional Services with MV Cheng & Associates for Interim Procurement Manager Consulting Services (Report by Roger Sanchez)

RES 21-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MADERA AND MV CHENG & ASSOCIATES

C. PUBLIC HEARINGS: None

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

D-1 Data Management Contract for Water Backflow Prevention Devices

Recommendation: Adopt a Resolution Authorizing an Online Subscription Agreement whereby Backflow Solutions, Inc., will Perform Notification and Data Management Functions on behalf of the City Regarding all Backflows for Three Years, with an Option to Renew for up to Two Additional One-Year Renewal Terms (Report by Daniel Foss)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 21-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AN ONLINE SUBSCRIPTION AGREEMENT WHEREBY BACKFLOW SOLUTIONS, INC. (BSI) WILL PERFORM CERTAIN

NOTIFICATION AND DATA MANAGEMENT FUNCTIONS ON BEHALF OF THE CITY

D-2 Refinancing of 2006 Loan for the Wastewater Treatment Plant in the Outstanding Amount of \$6,365,288 with the California Infrastructure and Economic Development Bank

Recommendation: Adopt a Resolution Authorizing the Execution and Delivery of a Loan Agreement in an Amount not-to-exceed \$6,500,000 and an Interest Rate not-to-exceed 3.0% for Refunding of an Installment Sale Agreement Dated March 15, 2006 and Authorizing the Taking of Other Actions, and the Delivery of Other Documents Related Thereto (Report by Roger Sanchez)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 21-24 A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT FOR REFUNDING OF AN INSTALLMENT SALE AGREEMENT; AND AUTHORIZING THE TAKING OF OTHER ACTIONS, AND THE DELIVERY OF OTHER DOCUMENTS, RELATED THERETO

E. ADMINISTRATIVE REPORTS:

E-1 Mayor's Appointments to Outside Boards, Commissions, and Committees

Recommendation: Approve a Minute Order Approving the Mayor's Appointments to Outside Boards, Commissions, and Committees (Report by Alicia Gonzales)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

E-2 Retail Sales Tax Update

Recommendation: Informational Only (Report by Roger Sanchez)

E-3 Consideration of Options Relative Rule 20B/C Undergrounding of Utilities Designated Real Property Located Within and Adjacent to Pecan Avenue between Monterey Avenue and a Point Approximately 700 Feet West of Monterey Avenue

Recommendation: Consider Options and Provide Direction to Staff (Report by Keith Helmuth)

Council directed staff to proceed with Options 1 and 3 as presented in the PowerPoint.

Option 1: Form a UUD (Underground Utilities District) in conformance with MMC (Madera Municipal Code) Chapter 8 (Underground Utilities)

1. If selected, two additional meetings are required.
2. If an agreement is secured, next meetings will not occur.

Option 3: Work with owner to provide other options if available to minimize property owner concerns. This will also proceed if Option 1 selected.

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 agendaized and which meet other requirements for action.

Councilmember Gallegos thanked the Police Officers' Association for feeding Madera Community Hospital staff last week as a thank you for being our heroes. A few councilmembers were out there helping serve and welcoming hospital staff.

Councilmember Rodriguez stated he attended a Madera County Transportation Commission meeting today. There was talk of extending Measure T which is set to sunset in 2027.

Councilmember Rodriguez stated that democracy prevailed, and we have our 46th President, Joseph Biden. This country has been torn and divided and the President stated he wants to unify and unite.

Councilmember Montes also thanked the Police Officers' Association as mentioned above. He also thanked CRLA (California Rural Legal Assistance) for coordinating the Martin Luther King Jr. Day celebration. There were lots of inspirational speeches.

Councilmember Evans stated she'd would like Council to give back to the community and do something positive in the City with a public event or activity to celebrate Martin Luther King Jr. Day. She stated that the City of Fresno did a cleanup. She stated that the Riverbed needs desperate work. She stated there are other things they can do. She stated that she'd spoken to the other councilwoman and the Mayor regarding a proclamation making February Black History Month. She stated today was an amazing day and they should fight for change.

Mayor Pro Tem Villegas had nothing to report.

Mayor Garcia had nothing to report.

G. CLOSED SESSION:

G-1 Public Employee Performance Evaluation

Pursuant to Government Code Section 54957(b)(1)

Title: City Manager

G-2 Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)

One Case: City of Madera v. High Speed Rail Authority

Item was pulled from the agenda.

G-3 Conference with Labor Negotiators

Pursuant to Government Code 554957.6

Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva

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

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 9:11 p.m. and stated that G-2 was being pulled from the agenda.

John Dalrymple, CEA Associate submitted public comment on Item G-3 stating the following:

- COVID continues to harm the community with Madera County having a high rate of infection.
- City Staff place themselves at higher risk than the general population as they perform their duties to keep providing the services that the community needs.
- They asked the City, as other cities have done, to extend the benefits of the FFCRA through May 31, 2021 when the school year is closer to ending.
- Having the additional 80 hrs. of COVID leave that was provided under FFCRA for staff who must quarantine is a critical piece of promoting a safer workplace.
- If a staff member had already taken advantage of this leave, they are not asking that an additional 80 hours be granted.
- COVID-19 leave can also be integrated into the leave that parents may need if they must stay home to take care of their children due to school closures.
- They also asked for the paid leave provision for parents who must stay home to take care of their children due to the closure of their schools be extended. Although, this only pays for two-thirds (2/3) of their wages, this leave is critical for the families that need it. They should not have to use all their paid leave accounts or be on un-paid leave status due to the consequences of this pandemic.
- Now is the time for compassion for City Staff in recognition of the months of stress they have endured as they provide the City's essential services.

Council returned from closed session at 10:33 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

City Manager Arnoldo Rodriguez stated that for Item G-1 an Ad-Hoc Committee comprising of Mayor Garcia and Councilmember Gallegos was formed to discuss this item.

City Manager Arnoldo Rodriguez stated there was no reportable action for Item G-3.

ADJOURNMENT: The meeting was adjourned at 10:34 p.m. Next regular meeting on February 3, 2021.

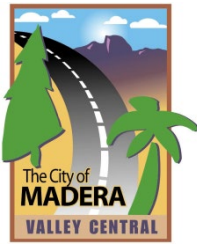
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: May 5, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for April 10, 2021 to April 23, 2021.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of April 10, 2021 to April 23, 2021 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	29242 - 29411	\$760,905.36

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$580,314.75
<i>SDI</i>	EDD	\$2,457.10
<i>CalPERS Payment</i>	CalPERS	\$128,562.15

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2020/2021 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
May 5, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29242	04/12/2021	PD	GENERAL FUND	SPECIAL SERVICES GROUP, LLC	ANNUAL COVERT TRACK SERVICE	\$ 1,200.00
29243	04/12/2021	PD	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	\$ 75.78
29244	04/12/2021	FINANCE	CENTRAL ADMIN	THE PUN GROUP	PROFESSIONAL AUDITING SERVICES	\$ 11,500.00
29245	04/12/2021	FINANCE	PURCHASING	MV CHENG & ASSOCIATES, INC.	TEMP SERVICES -PURCHASING MGR	\$ 11,350.00
29246	04/12/2021	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 13.54
29246	04/12/2021	FINANCE	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.88
29247	04/12/2021	PD	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM	\$ 1,000.00
29248	04/12/2021	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 433.25
29249	04/12/2021	PD	PD OPS	SOUTH BAY REGIONAL SAFETY TRAINING CONS	FIELD TRAINING OFFICER COURSE	\$ 308.00
29250	04/12/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 504.00
29251	04/12/2021	FINANCE	AQUATICS PRGRM	AT&T	03/21 CALNET 3 SERVICE 9391026397	\$ 21.83
29251	04/12/2021	FINANCE	BUILDING	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 19.94
29251	04/12/2021	FINANCE	BUILDING	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 25.69
29251	04/12/2021	FINANCE	BUILDING	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 53.24
29251	04/12/2021	FINANCE	BUILDING	AT&T	03/21 CALNET 3 SERVICE 9391026407	\$ 23.49
29251	04/12/2021	FINANCE	CITY ATTORNEY	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 6.65
29251	04/12/2021	FINANCE	CITY ATTORNEY	AT&T	03/21 CALNET 3 SERVICE 9391026388	\$ 44.59
29251	04/12/2021	FINANCE	CITY ATTORNEY	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 7.32
29251	04/12/2021	FINANCE	CITY ATTORNEY	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 15.97
29251	04/12/2021	FINANCE	CITY CLERK	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 4.98
29251	04/12/2021	FINANCE	CITY CLERK	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 7.32
29251	04/12/2021	FINANCE	CITY CLERK	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 15.97
29251	04/12/2021	FINANCE	CODE ENF	AT&T	03/21 CALNET 3 SERVICE 9391026413	\$ 23.30
29251	04/12/2021	FINANCE	COMM & REC	AT&T	03/21 CALNET 3 SERVICE 9391026391	\$ 208.45
29251	04/12/2021	FINANCE	COMPUTER MAINT	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 4.98
29251	04/12/2021	FINANCE	COMPUTER MAINT	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 14.68
29251	04/12/2021	FINANCE	COMPUTER MAINT	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 31.94
29251	04/12/2021	FINANCE	ENGINEERING	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 38.22
29251	04/12/2021	FINANCE	ENGINEERING	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 51.38
29251	04/12/2021	FINANCE	ENGINEERING	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 111.80
29251	04/12/2021	FINANCE	FACILITIES MAINT	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 28.20
29251	04/12/2021	FINANCE	FACILITIES MAINT	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 14.66
29251	04/12/2021	FINANCE	FINANCE	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 24.92
29251	04/12/2021	FINANCE	FINANCE	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 40.37
29251	04/12/2021	FINANCE	FINANCE	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 90.50
29251	04/12/2021	FINANCE	FIRE	AT&T	03/21 CALNET 3 SERVICE 9391026402	\$ 23.49
29251	04/12/2021	FINANCE	FLEET MAINT	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 18.83

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29251	04/12/2021	FINANCE	FLEET MAINT	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 9.77
29251	04/12/2021	FINANCE	GRANT OVERSIGHT	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 11.63
29251	04/12/2021	FINANCE	GRANT OVERSIGHT	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 14.68
29251	04/12/2021	FINANCE	GRANT OVERSIGHT	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 31.94
29251	04/12/2021	FINANCE	HR/RISK MGT	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 6.65
29251	04/12/2021	FINANCE	HR/RISK MGT	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 10.99
29251	04/12/2021	FINANCE	HR/RISK MGT	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 21.30
29251	04/12/2021	FINANCE	PLANNING	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 11.63
29251	04/12/2021	FINANCE	PLANNING	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 18.34
29251	04/12/2021	FINANCE	PLANNING	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 37.27
29251	04/12/2021	FINANCE	STREETS	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 47.04
29251	04/12/2021	FINANCE	STREETS	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 24.44
29251	04/12/2021	FINANCE	SEWER OPS	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 32.90
29251	04/12/2021	FINANCE	SEWER OPS	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 17.10
29251	04/12/2021	FINANCE	SOLID WASTE	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 37.63
29251	04/12/2021	FINANCE	SOLID WASTE	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 19.55
29251	04/12/2021	FINANCE	SR CITIZEN COMM	AT&T	03/21 CALNET 3 SERVICE 9391026395	\$ 23.49
29251	04/12/2021	FINANCE	SR CITIZEN COMM	AT&T	03/21 CALNET 3 SERVICE 9391026389	\$ 23.49
29251	04/12/2021	FINANCE	UB - GARBAGE	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 9.40
29251	04/12/2021	FINANCE	UB - GARBAGE	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 4.89
29251	04/12/2021	FINANCE	UB - GARBAGE	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 6.65
29251	04/12/2021	FINANCE	UB - GARBAGE	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 11.94
29251	04/12/2021	FINANCE	UB - GARBAGE	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 26.62
29251	04/12/2021	FINANCE	UB - SEWER	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 9.40
29251	04/12/2021	FINANCE	UB - SEWER	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 4.89
29251	04/12/2021	FINANCE	UB - SEWER	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 6.65
29251	04/12/2021	FINANCE	UB - SEWER	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 11.92
29251	04/12/2021	FINANCE	UB - SEWER	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 26.62
29251	04/12/2021	FINANCE	UB - WATER	AT&T	03/21 CALNET 3 SERVICE 9391026393	\$ 45.29
29251	04/12/2021	FINANCE	UB - WATER	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 18.83
29251	04/12/2021	FINANCE	UB - WATER	AT&T	03/21 CALNET 3 SERVICE 9391026392	\$ 23.78
29251	04/12/2021	FINANCE	UB - WATER	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 9.79
29251	04/12/2021	FINANCE	UB - WATER	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 13.29
29251	04/12/2021	FINANCE	UB - WATER	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 23.90
29251	04/12/2021	FINANCE	UB - WATER	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 53.24
29251	04/12/2021	FINANCE	WATER OPS	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 42.31
29251	04/12/2021	FINANCE	WATER OPS	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 21.98
29251	04/12/2021	FINANCE	WATER QUALITY	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 18.83
29251	04/12/2021	FINANCE	WATER QUALITY	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 9.77
29251	04/12/2021	FINANCE	WWTP	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 28.20

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29251	04/12/2021	FINANCE	WWTP	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 14.66
29251	04/12/2021	FINANCE	CITY MANAGER	AT&T	03/21 CALNET 3 SERVICE 9391031559	\$ 9.97
29251	04/12/2021	FINANCE	CITY MANAGER	AT&T	03/21 CALNET 3 SERVICE 9391031577	\$ 7.32
29251	04/12/2021	FINANCE	CITY MANAGER	AT&T	03/21 CALNET 3 SVS 9391026390	\$ 15.97
29251	04/12/2021	FINANCE	PURCHASING	AT&T	03/21 CALNET 3 SERVICE 9391026394	\$ 28.20
29251	04/12/2021	FINANCE	PURCHASING	AT&T	03/21 CALNET 3 SERVICE 9391031564	\$ 14.66
29251	04/12/2021	FINANCE	PAYROLL CLEARING (R	AT&T	03/21 CALNET 3 SERVICE 9391026413	\$ 23.29
29251	04/12/2021	FINANCE	PD OPS	AT&T	03/21 CALNET 3 SERVICE 9391026411	\$ 169.25
29251	04/12/2021	FINANCE	PD OPS	AT&T	03/21 CALNET 3 SERVICE 9391031579	\$ 244.18
29251	04/12/2021	FINANCE	PD OPS	AT&T	03/21 CALNET 3 SERVICE 9391031561	\$ 124.62
29251	04/12/2021	PD	PD OPS	AT&T	03/21 CALNET 3 SERVICE 9391064552	\$ 301.86
29251	04/12/2021	PD	PD OPS	AT&T	03/21 CALNET 3 SERVICE 9391031578	\$ 174.18
29252	04/12/2021	PD	PD OPS	AT&T	03/21 CALNET 3 SERVICE 9391031566	\$ 166.16
29253	04/12/2021	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE APRIL 2021	\$ 98.00
29254	04/12/2021	CODE ENF	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST MARCH 2021	\$ 258.75
29254	04/12/2021	FINANCE	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN MARCH 2021	\$ 37.50
29254	04/12/2021	FINANCE	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN MARCH 2021	\$ 37.50
29254	04/12/2021	FINANCE	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN MARCH 2021	\$ 75.00
29255	04/12/2021	SEWER OPS	SEWER OPS	DIAMOND COMMUNICATIONS	APRIL 2021 TELEPHONE ANSWERING SERVICE	\$ 115.00
29256	04/12/2021	ENGINEERING	CDBG PUBLIC IMP	FRESNO REPROGRAPHICS	PLANS & SPECS - PROJECT GARY/STADIUM	\$ 256.67
29257	04/12/2021	PD	PD OPS	J'S COMMUNICATIONS	ANNUAL SERVICE AGREEMENT	\$ 2,745.00
29258	04/12/2021	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	\$ 779.40
29259	04/12/2021	ENGINEERING	STREETS CAPITAL	KRAZAN & ASSOCIATES, INC.	PROJECT R-77 MATERIALS TESTING SERVICES	\$ 1,175.00
29260	04/12/2021	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - APPLY TO UB ACCT	\$ 100.00
29260	04/12/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - APPLY TO UB ACCT	\$ 200.00
29261	04/12/2021	FINANCE	PD OPS	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES FEB	\$ 944.50
29262	04/12/2021	FINANCE	DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 20/21 3RD QTR ASSESSMENTS PAYABLE	\$ 5,995.79
29263	04/12/2021	CODE ENF	CODE ENF	MADERA TRIBUNE	JOB RECRUITMENT AD - CODE ENFORCEMENT	\$ 64.60
29264	04/12/2021	PD	PD OPS	MCCOMBS, MATTHEW	PER DIEM -SLI 468 SESSION 1 TRAINING	\$ 231.00
29265	04/12/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICE 8126770647-1	\$ 356.09
29265	04/12/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 79.14
29265	04/12/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 1,235.96
29265	04/12/2021	FINANCE	AQUATICS PRGRM	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 1,446.14
29265	04/12/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 545.80
29265	04/12/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 2,409.55
29265	04/12/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 1,836.55
29265	04/12/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 2,662.41
29265	04/12/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 761.53
29265	04/12/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 2,564.36
29265	04/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/21 SERVICE 3499945233-6	\$ 63.63

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29265	04/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 1,153.84
29265	04/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 23,318.24
29265	04/12/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/21 SERVICE 2173157566-4	\$ 1,113.78
29265	04/12/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 186.02
29265	04/12/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 1,080.80
29265	04/12/2021	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 1,206.15
29265	04/12/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 168.71
29265	04/12/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 165.38
29265	04/12/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 469.34
29265	04/12/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 1,607.55
29265	04/12/2021	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 684.72
29265	04/12/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 427.63
29265	04/12/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 1,920.46
29265	04/12/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 218.14
29265	04/12/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 465.23
29265	04/12/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 9.28
29265	04/12/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 43.44
29265	04/12/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 11,817.82
29265	04/12/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 68,918.54
29265	04/12/2021	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 87.17
29265	04/12/2021	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 9.50
29265	04/12/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 18.62
29265	04/12/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 10.20
29265	04/12/2021	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 9.53
29265	04/12/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 19.06
29265	04/12/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 28.90
29265	04/12/2021	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 9.53
29265	04/12/2021	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 10.29
29265	04/12/2021	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 50.49
29265	04/12/2021	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 38.82
29265	04/12/2021	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 28.90
29265	04/12/2021	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 10.38
29265	04/12/2021	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 58.84
29265	04/12/2021	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 10.39
29265	04/12/2021	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 60.36
29265	04/12/2021	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 21.25
29265	04/12/2021	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	03/21 SERVICES 3533032414	\$ 97.26
29265	04/12/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICE 1715785853-5	\$ 870.10
29265	04/12/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	03/21 SERVICES 9920095153-3	\$ 1,716.06
29266	04/12/2021	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	FEBRUARY 2021 CITATIONS	\$ 120.02

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29266	04/12/2021	FINANCE	PARKING DIST OPS	PHOENIX GROUP INFO SYS	FEBRUARY 2021 CITATIONS	\$ 234.33
29267	04/12/2021	PW ADMIN	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 48.52
29267	04/12/2021	PW ADMIN	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 145.57
29267	04/12/2021	PW ADMIN	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 72.78
29267	04/12/2021	PW ADMIN	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 72.78
29267	04/12/2021	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 145.57
29267	04/12/2021	PW ADMIN	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 72.78
29267	04/12/2021	WATER OPS	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 3.16
29267	04/12/2021	WATER OPS	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 9.49
29267	04/12/2021	WATER OPS	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 4.75
29267	04/12/2021	WATER OPS	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 4.74
29267	04/12/2021	WATER OPS	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 9.49
29267	04/12/2021	WATER OPS	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 4.75
29268	04/12/2021	PARKS	AIRPORT OPS	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 35.00
29268	04/12/2021	PARKS	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 45.00
29268	04/12/2021	PARKS	COMM & REC	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 435.00
29268	04/12/2021	PARKS	ENGINEERING	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 60.00
29268	04/12/2021	PARKS	FIRE	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 70.00
29268	04/12/2021	PARKS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 75.00
29268	04/12/2021	PARKS	SEWER OPS	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 25.00
29268	04/12/2021	PARKS	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 25.00
29268	04/12/2021	PARKS	WATER OPS	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 25.00
29268	04/12/2021	PARKS	WWTP	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 45.00
29268	04/12/2021	PARKS	PD OPS	TECH. MASTER PEST MANAGEMENT	APRIL 2021 PEST CONTROL SERVICES	\$ 40.00
29269	04/12/2021	PD	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS MARCH 2021	\$ 197.60
29270	04/12/2021	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECKING/CITY SURVEYOR SVS ELLIS & D ST	\$ 435.00
29271	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925146 28 EAST LOOP CREDIT REFUND	\$ 236.31
29272	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925207 10 MEADOWS LOOP CREDIT REFUND	\$ 249.49
29273	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925145 1268 CHERRY CREDIT REFUND	\$ 166.20
29274	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912136 673 HACIENDA CREDIT REFUND	\$ 64.01
29275	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9421022 309 VINEYARD CREDIT REFUND	\$ 285.90
29276	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924692 2477 DUTRA CREDIT REFUND	\$ 27.02
29277	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9913123 204 S J CREDIT REFUND	\$ 247.32
29278	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916962 1421 CENTRAL CREDIT REFUND	\$ 93.87
29279	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923744 145 COUNTESS CREDIT REFUND	\$ 78.01
29280	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9899425 3443 YEAGER CREDIT REFUND	\$ 68.17
29281	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921417 112 S GRANADA CREDIT REFUND	\$ 234.87
29282	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925584 186 S GRANADA CREDIT REFUND	\$ 380.20
29283	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924417 1022 SAN RAMON CREDIT REFUND	\$ 190.86
29284	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925188 1786 TRUMAN CREDIT REFUND	\$ 151.38

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29285	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920439 130 QUEEN CREDIT REFUND	\$ 208.58
29286	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923233 208 GROVE CREDIT REFUND	\$ 72.15
29287	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921880 3140 WESTGATE CREDIT REFUND	\$ 88.59
29288	04/12/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB 6020202 816 EMILY CREDIT REFUND	\$ 4,493.99
29289	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921740 828 EMILY CREDIT REFUND	\$ 322.87
29290	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924738 134 S GRANADA CREDIT REFUND	\$ 66.89
29291	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9897543 2646 DESERT RANCH CREDIT REFUND	\$ 89.02
29292	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9913717 876 PAPAYA CREDIT REFUND	\$ 411.18
29293	04/12/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB 9892171 1100 S GATEWAY CREDIT REFUND	\$ 386.73
29294	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920412 1119 LEMON TREE CREDIT REFUND	\$ 6,467.52
29295	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9901516 315 S A CREDIT REFUND	\$ 141.71
29296	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912775 2507 BEECHWOOD CREDIT REFUND	\$ 182.93
29297	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9904330 3554 MARINA CREDIT REFUND	\$ 65.56
29298	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921699 820 SONORA CREDIT REFUND	\$ 73.97
29299	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 6324002 1118 FRESNO CREDIT REFUND	\$ 113.42
29300	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924697 1013 GARFIELD CREDIT REFUND	\$ 79.37
29301	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9904623 1438 MANDANA CREDIT REFUND	\$ 253.30
29302	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9139002 210 SANTA CRUZ CREDIT REFUND	\$ 17.82
29303	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 6352171 120 GABLE CREDIT REFUND	\$ 82.29
29304	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921569 1544 LACRETA CREDIT REFUND	\$ 140.28
29305	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926190 770 BERNARDI CREDIT REFUND	\$ 148.04
29306	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921431 56 RANCHO SANTA FE CREDIT REFND	\$ 291.62
29307	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 3804204 600 W 5TH CREDIT REFUND	\$ 217.12
29308	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9918725 2215 PACIFIC CREDIT REFUND	\$ 244.02
29309	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925370 120 DE SANTI CREDIT REFUND	\$ 269.88
29310	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9892314 305 S D CREDIT REFUND	\$ 247.05
29311	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 4919011 708 CLAREMONT CREDIT REFUND	\$ 29.92
29312	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922422 2705 MONOCOTT CREDIT REFUND	\$ 152.19
29313	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923046 255 KNOX CREDIT REFUND	\$ 108.30
29314	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923194 620 VINEYARD CREDIT REFUND	\$ 140.01
29315	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924201 2000 NATIONAL CREDIT REFUND	\$ 254.40
29316	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9918336 804 MORRIS CREDIT REFUND	\$ 239.01
29317	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9899006 1118 ROGERS CREDIT REFUND	\$ 186.62
29318	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9907596 3030 MAPLE CREDIT REFUND	\$ 303.64
29319	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923333 1167 TOSCHI CREDIT REFUND	\$ 182.07
29320	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9903247 212 WALNUT CREDIT REFUND	\$ 43.51
29321	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916930 1122 COLOMBARD CREDIT REFUND	\$ 70.17
29322	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9914682 1620 N D CREDIT REFUND	\$ 74.10
29323	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 6686052 127 HARDING CREDIT REFUND	\$ 84.23
29324	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9922845 111 N Q CREDIT REFUND	\$ 175.19

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29325	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9908782 125 S L CREDIT REFUND	\$ 314.64
29326	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923548 208 N LAKE CREDIT REFUND	\$ 144.91
29327	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9891928 416 KREST CREDIT REFUND	\$ 47.43
29328	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9655041 968 WOLFTRAP CREDIT REFUND	\$ 143.20
29329	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9907426 1346 TOLEDO CREDIT REFUND	\$ 318.75
29330	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925465 127 QUEEN CREDIT REFUND	\$ 313.61
29331	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920743 1009 E 6TH CREDIT REFUND	\$ 198.42
29332	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9912923 278 KNOX CREDIT REFUND	\$ 332.34
29333	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9917832 1436 RIVERVIEW CREDIT REFUND	\$ 38.62
29334	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924757 676 PEAR CREDIT REFUND	\$ 235.88
29335	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925338 162 S GRANADA CREDIT REFUND	\$ 246.43
29336	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 5808001 3694 DOUBLE TREE CREDIT REFUND	\$ 260.00
29337	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9918654 309 JOYA CREDIT REFUND	\$ 60.48
29338	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9895122 3498 DOUBLE TREE CREDIT REFUND	\$ 34.08
29339	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925633 1026 DON MIGUEL CREDIT REFUND	\$ 209.13
29340	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 8259003 167 N PARK CREDIT REFUND	\$ 45.91
29341	04/12/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 232.42
29342	04/20/2021	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 255.70
29342	04/20/2021	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 2,985.48
29342	04/20/2021	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 4,378.47
29342	04/20/2021	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 2,319.42
29342	04/20/2021	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 201.15
29342	04/20/2021	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 475.11
29342	04/20/2021	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 622.97
29342	04/20/2021	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 1,506.60
29342	04/20/2021	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 201.17
29342	04/20/2021	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 201.17
29342	04/20/2021	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 402.31
29342	04/20/2021	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 191.42
29342	04/20/2021	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 745.42
29342	04/20/2021	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 622.98
29342	04/20/2021	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	APRIL 2021 JANITORIAL SERVICE	\$ 3,949.61
29342	04/20/2021	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	JANUARY 2021 JANITORIAL SERVICE ADJUSTMENT	\$ 48.74
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	OIL CHANGE / TIRE CHECK	\$ 163.84
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	MOUNTED & BALANCED NEW REAR TIRE	\$ 227.65
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	REPLACED FRONT FORK SEALS & BUSHINGS	\$ 760.42
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	OIL CHANGE / FLUID MAINTENANCE	\$ 184.40
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	OIL CHANGE / BREAK PAD REPLACEMENT	\$ 718.65
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	BRAKE PAD REPLACEMENT	\$ 256.72
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	INSTALLED HAND STARTER SWITCH	\$ 296.13

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29343	04/20/2021	PD	PD OPS	HARRY D. WILSON INC.	ODYSSEY BATTERY	\$ 162.36
29344	04/20/2021	GRANTS	TRANS - FIXED	GLENCASS SIGNS, INC.	GRAPHICS FOR NEW BUSES	\$ 3,568.00
29345	04/20/2021	FINANCE	GOLF COURSE DEBT SE	CALIFORNIA BANK & TRUST	GOLF COURSE BOND PAYMENT	\$ 164,390.92
29345	04/20/2021	FINANCE	PD OPS	CALIFORNIA BANK & TRUST	COMMERCIAL LOAN PMT	\$ 62,502.62
29346	04/20/2021	AIRPORT OPS	AIRPORT OPS	SEABURY COPLAND & ANDERSON INSURANCE	AIRPORT LIABILITY - 3RD INSTALLMENT	\$ 1,335.83
29346	04/20/2021	AIRPORT OPS	AIRPORT OPS	SEABURY COPLAND & ANDERSON INSURANCE	AIRPORT LIABILITY - 3RD INSTALLMENT	\$ 6,679.17
29347	04/20/2021	PW ADMIN	FACILITIES MAINT	MEDINA, MATIAZ	PER DIEM- LR 02 ADVANCED LEVEL II TRAFFIC	\$ 122.00
29348	04/20/2021	ENGINEERING	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT	\$ 100,174.29
29349	04/20/2021	CENTRAL ADM	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES	\$ 713.52
29350	04/20/2021	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CONTRACTED SERVICES -AUDIT SERVICES- QTR 3	\$ 761.97
29350	04/20/2021	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES- MARCH 2021	\$ 375.00
29351	04/20/2021	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 6,459.09
29351	04/20/2021	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 5,897.43
29351	04/20/2021	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 5,488.95
29351	04/20/2021	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 7,684.53
29352	04/20/2021	FINANCE	CITY CLERK	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 70.13
29352	04/20/2021	FINANCE	CITY COUNCIL	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 281.68
29352	04/20/2021	FINANCE	CODE ENF	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 98.50
29352	04/20/2021	FINANCE	COMPUTER MAINT	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 329.63
29352	04/20/2021	FINANCE	ENGINEERING	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 176.84
29352	04/20/2021	FINANCE	FACILITIES MAINT	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 317.12
29352	04/20/2021	FINANCE	FINANCE	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 25.92
29352	04/20/2021	FINANCE	FLEET MAINT	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 25.92
29352	04/20/2021	FINANCE	STREETS	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 49.25
29352	04/20/2021	FINANCE	WWTP	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 49.25
29352	04/20/2021	FINANCE	MEAS K - PD	AT&T	03/21 FIRSTNET SERVICE 287302656036	\$ 40.24
29353	04/20/2021	FINANCE	MEAS K - FIRE	BANK OF NEW YORK MELLON	MPFA BOND SERIES 2019	\$ 1,500.00
29354	04/20/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL MAY 2021	\$ 130.40
29355	04/20/2021	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	MARCH 2021 FINGERPRINTING	\$ 32.00
29356	04/20/2021	FINANCE	GENERAL TRUST	CALIFORNIA DISTRICT ATTORNEY'S ASSOC	STATE FORFEITED ASSET FORFEITURE	\$ 294.43
29357	04/20/2021	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 58.50
29357	04/20/2021	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 524.00
29357	04/20/2021	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 117.00
29357	04/20/2021	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 155.00
29357	04/20/2021	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 117.00
29357	04/20/2021	FACILITIES	INTERMODAL BLDG	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 58.50
29357	04/20/2021	FACILITIES	WATER OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 58.50
29357	04/20/2021	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 58.50
29358	04/20/2021	FINANCE	BUILDING	DEPARTMENT OF CONSERVATION	3RD QTR 20/21 SMIP FEE REPORTING	\$ (125.89)
29358	04/20/2021	FINANCE	GENERAL FUND	DEPARTMENT OF CONSERVATION	3RD QTR 20/21 SMIP FEE REPORTING	\$ 2,517.80

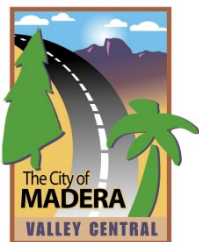
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29359	04/20/2021	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 63.73
29359	04/20/2021	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 18.92
29359	04/20/2021	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 18.92
29359	04/20/2021	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 135.45
29359	04/20/2021	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 90.62
29359	04/20/2021	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 36.86
29359	04/20/2021	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 126.49
29359	04/20/2021	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 27.87
29359	04/20/2021	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 99.59
29359	04/20/2021	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 18.92
29359	04/20/2021	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 36.86
29359	04/20/2021	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 36.86
29359	04/20/2021	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 45.79
29359	04/20/2021	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 36.83
29359	04/20/2021	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 45.36
29359	04/20/2021	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 45.80
29359	04/20/2021	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 54.77
29359	04/20/2021	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 32.34
29359	04/20/2021	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 36.83
29359	04/20/2021	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 36.83
29359	04/20/2021	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 30.11
29359	04/20/2021	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 30.11
29359	04/20/2021	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 59.25
29359	04/20/2021	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 41.31
29359	04/20/2021	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 18.92
29359	04/20/2021	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 27.87
29359	04/20/2021	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 18.92
29359	04/20/2021	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 03/01-03/31/2021	\$ 27.87
29360	04/20/2021	PW ADMIN	SOLID WASTE	DATAPROSE, LLC	ANNUAL CURBSIDE CLEAN UP ZONE 1	\$ 2,906.55
29360	04/20/2021	PW ADMIN	SOLID WASTE	DATAPROSE, LLC	ANNUAL CURBSIDE CLEANUP ZONE 2 & 3	\$ 6,261.28
29361	04/20/2021	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2021	\$ 21.50
29361	04/20/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2021	\$ 215.00
29361	04/20/2021	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2021	\$ 3,827.00
29361	04/20/2021	HR	PD OPS	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE APRIL 2021	\$ 21.50
29362	04/20/2021	FINANCE	MEAS K - FIRE	FRASER & ASSOC	REDEVELOPMENT AND FINANCIAL CONSULTING	\$ 1,085.00
29362	04/20/2021	FINANCE	PAYROLL CLEARING (R	FRASER & ASSOC	REDEVELOPMENT AND FINANCIAL CONSULTING	\$ 3,162.50
29362	04/20/2021	FINANCE	WATER DEBT	FRASER & ASSOC	REDEVELOPMENT AND FINANCIAL CONSULTING	\$ 1,085.00
29363	04/20/2021	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	NOVEMBER 2020 POWER SWEEPING	\$ 284.50
29363	04/20/2021	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	DECEMBER 2020 POWER SWEEPING	\$ 284.50
29363	04/20/2021	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	MAY 2020 POWER SWEEPING	\$ 284.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29363	04/20/2021	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	NOVEMBER 2020 POWER SWEEPING	\$ 284.50
29363	04/20/2021	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	DECEMBER 2020 POWER SWEEPING	\$ 284.50
29363	04/20/2021	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	MAY 2020 POWER SWEEPING	\$ 284.50
29364	04/20/2021	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE APPLY TO UB ACCT	\$ 200.00
29364	04/20/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO UB ACCT	\$ 200.00
29364	04/20/2021	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRRIGATION REBATE APPLY TO UB ACCT	\$ 119.98
29364	04/20/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO UB ACCT	\$ 200.00
29364	04/20/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	03/21 UTILITY SERVICE 3040431	\$ 141.86
29364	04/20/2021	GRANTS	INTERMODAL BLDG	CITY OF MADERA	03/21 UTILITY SERVICE 3040441	\$ 47.82
29365	04/20/2021	FINANCE	GENERAL TRUST	MADERA COUNTY	STATE GENERAL FUND 97010 ACCT 206144	\$ 7,066.84
29366	04/20/2021	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEIT ORG KEY 03510 ACCT 673903	\$ 986.96
29366	04/20/2021	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEIT STATE GENERAL FUND 57760 ACCT 6010C	\$ 2,944.52
29367	04/20/2021	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	ASSET FORFEITURE DISTRIBUTION	\$ 19,139.44
29368	04/20/2021	FINANCE	CFD DEBT	WILLDAN FINANCIAL SERVICES	CFD 2006-1 SERIES 2018 PRIVATE PLACEMENT	\$ 1,750.00
29369	04/20/2021	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	03/21 SERVICE 2000655655-7	\$ 1,515.26
29369	04/20/2021	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	04/21 SERVICE 2000655655-7	\$ 1,059.91
29369	04/20/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/21 SERVICE 5225647713-5	\$ 15.28
29369	04/20/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/21 SERVICE 1598348280-1	\$ 57.79
29369	04/20/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/21 SERVICE 5207933925-6	\$ 58.93
29369	04/20/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/21 SERVICE 9787342989-4	\$ 102.69
29369	04/20/2021	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	04/21 SERVICE 1950349675-4	\$ 490.58
29369	04/20/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/21 SERVICE 8675479583-8	\$ 40.73
29369	04/20/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	03/21 SERVICE 6948316261-1	\$ 47.67
29370	04/20/2021	ENGINEERING	STREETS CAPITAL	AVISON CONSTRUCTION INC	CONSTRUCTION CONTRACT RMRA FUNDS	\$ 51,060.12
29371	04/20/2021	FACILITIES	WATER CAPITAL	SALEM ENGINEERING GROUP	SOLAR PROJECT	\$ 2,090.00
29372	04/20/2021	ENGINEERING	CDBG PUBLIC IMP	PETERS ENGINEERING GROUP	ENGINEERING SERVICES FR PEDESTRIAN HYBRID	\$ 26,980.00
29373	04/20/2021	WWTP	WWTP	POLYDYNE INC.	WATER AND WASTEWATER TREATING CHEMICALS	\$ 10,083.49
29374	04/20/2021	WWTP	WWTP	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES-TRAILER RENTAL	\$ 10,530.53
29375	04/20/2021	FINANCE	UB - GARBAGE	TYLER TECHNOLOGIES INC.	CUSTOM PROGRAMMING - UTILITY BILL	\$ 237.50
29375	04/20/2021	FINANCE	UB - SEWER	TYLER TECHNOLOGIES INC.	CUSTOM PROGRAMMING - UTILITY BILL	\$ 237.50
29375	04/20/2021	FINANCE	UB - WATER	TYLER TECHNOLOGIES INC.	CUSTOM PROGRAMMING - UTILITY BILL	\$ 475.00
29376	04/20/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	MARCH LAWN SERVICE	\$ 500.00
29377	04/20/2021	PD	MEAS K - PD	WATCHGUARD VIDEO	CAMERA AND CAMERA ACCESSORIES	\$ 259.80
29378	04/20/2021	BUILDING	BUILDING	BLDING/PLAN REFND	JOB CANCELLED- PERMIT 20201037	\$ 212.10
29378	04/20/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFND	JOB CANCELLED- PERMIT 20201037	\$ 6.00
29379	04/20/2021	FINANCE	BUILDING	BLDING/PLAN REFND	JOB CANCELLED- PERMIT 20201812	\$ 58.60
29379	04/20/2021	FINANCE	GENERAL FUND	BLDING/PLAN REFND	JOB CANCELLED- PERMIT 20201812	\$ 1.50
29380	04/20/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 50.00
29380	04/20/2021	PARKS	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 115.00
29380	04/20/2021	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 25.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29381	04/20/2021	PARKS	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 735.00
29381	04/20/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 200.00
29381	04/20/2021	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 25.00
29382	04/20/2021	PARKS	COMM & REC	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 775.00
29382	04/20/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 200.00
29382	04/20/2021	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 25.00
29383	04/20/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 50.00
29383	04/20/2021	PARKS	PARKS	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 115.00
29383	04/20/2021	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	FACILITY CANCELLATION DUE TO COVID 19	\$ 25.00
29384	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925050 1337 NOREEN CREDIT REFUND	\$ 135.38
29385	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9917986 1247 CHERRY CREDIT REFUND	\$ 32.85
29386	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923868 533 N GRANADA CREDIT REFUND	\$ 136.30
29387	04/20/2021	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB 9918669 1508 KERN CREDIT REFUND	\$ 88.82
29388	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 8110009 1204 NEBRASKA CREDIT REFUND	\$ 82.42
29389	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9919526 100 E DUNHAM CREDIT REFUND	\$ 70.36
29390	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9914337 705 S C CREDIT REFUND	\$ 132.94
29391	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 7800221 221 MAINBERRY CREDIT REFUND	\$ 51.69
29392	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9903458 3548 SAN JUAN CREDIT REFUND	\$ 88.38
29393	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9920884 1001 RIVERVIEW CREDIT REFUND	\$ 122.48
29394	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9893678 2206 DRIFTWOOD CREDIT REFUND	\$ 163.36
29395	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9892103 1118 KADOTA CREDIT REFUND	\$ 79.45
29396	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926060 2712 WESTGATE CREDIT REFUND	\$ 25.69
29397	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9893431 1280 E ALMOND CREDIT REFUND	\$ 181.00
29398	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9906176 855 PEAR CREDIT REFUND	\$ 161.39
29399	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 5267001 920 COLUMBIA CREDIT REFUND	\$ 92.90
29400	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9898393 1457 DEBORAH CREDIT REFUND	\$ 216.29
29401	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9916133 507 S K CREDIT REFUND	\$ 132.24
29402	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923149 3053 GAMAY CREDIT REFUND	\$ 133.75
29403	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9924474 1106 MERCED CREDIT REFUND	\$ 23.00
29404	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 6831713 2309 HOWARD CREDIT REFUND	\$ 89.88
29405	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926270 209 WALNUT CREDIT REFUND	\$ 112.67
29406	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9921466 1146 PEACH TREE CREDIT REFUND	\$ 79.29
29407	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9923465 3531 MARINA CREDIT REFUND	\$ 50.78
29408	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9908368 1221 W YOSEMITE CREDIT REFUND	\$ 200.74
29409	04/20/2021	UB - WATER	GENERAL FUND	OTP- UB REFUNDS	UB 9909376 102 S GRANADA CREDIT REFUND	\$ 171.97
29410	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926110 1344 SENECA CREDIT REFUND	\$ 94.52
29411	04/20/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9925687 2054 W PARK CREDIT REFUND	\$ 80.11

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

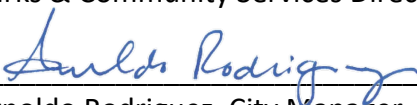
\$ 760,905.36



REPORT TO CITY COUNCIL

Approved by:


Parks & Community Services Director


Arnoldo Rodriguez, City Manager

Council Meeting of: May 5, 2021

Agenda Number: B-3

SUBJECT:

Lease Agreement for Facilities at the Millview Community Center

RECOMMENDATION:

Adopt a Resolution approving a three-year Lease Agreement with the Community Action Partnership of Madera County, Inc. (CAPMC) for occupation and use of facilities at the Millview Community Center.

SUMMARY:

The City has maintained a written Lease Agreement with CAPMC for over 25 years for the use of parts of the Millview Community Center. CAPMC uses the Millview Community Center to house a Head Start program which provides preschool for Madera's young children. The current three-year Lease Agreement between the City and CAPMC is set to terminate on May 15, 2021. CAPMC has requested the Agreement be renewed for an additional three years.

DISCUSSION:

CAPMC entered into a Lease Agreement with the City in 1995 for use of the Millview Community Center facilities. This agreement was followed by several amendments and an updated, consolidated agreement in 2016. The most recent Lease Agreement was executed in May 2018 for a three-year term which will terminate on May 15, 2021.

CAPMC has the exclusive use of the west wing of the Millview Community Center facility, including a kitchen and an outdoor play area with playground equipment. The following provisions were contained in the 1995 document (original Agreement) and subsequent amendments and updates:

- CAPMC has exclusive use of the west wing portion of the Millview Community Center.

- CAPMC must pay for all building maintenance (interior and exterior) for their leased portion.
- CAPMC pays utilities, custodial supplies, and services for the portion of the property they lease.
- CAPMC is responsible for replacing all equipment, including air conditioning systems, of the portion of the property they lease.
- In exchange for their use of the facilities, in addition to the above noticed facility maintenance, CAPMC will pay \$500 in monthly rent.

CAPMC has used this facility for the operation of the Verdell McKelvey Head Start program since 1995. The Head Start program serves children birth to age 5 and their families through a variety of services related to growth and development in a positive learning environment. These services focus on early learning, health, and family well-being.

FINANCIAL IMPACT:

The monthly rent for use of the facilities is \$500. The proceeds provide \$6,000 in annual revenue to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Strategies and Actions:

- Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
- Strategy 215 - Ensure educational and occupational opportunities are available to all Maderans.
- Action 314.2 - Continue and expand facilities for youth-at-risk.

ALTERNATIVES:

1. Council may request staff bring additional information back to a subsequent meeting.
2. Council may deny the use of the Millview Community Center for this purpose and request CAPMC search out an alternative site.

ATTACHMENTS:

1. Resolution – Approving Agreement
 - a. Exhibit 1 – Lease Agreement
 - i. Exhibit A – Site Plan

RESOLUTION NO. 21 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A THREE-YEAR LEASE AGREEMENT WITH THE COMMUNITY
ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE
OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER**

WHEREAS, the City of Madera (City) owns and operates the Millview Community Center at Madera Sunrise Rotary Sports Complex; and

WHEREAS, the Community Action Partnership of Madera County, Inc. (CAPMC) has used the Millview Community Center as a location to operate their Head Start preschool program since 1995; and

WHEREAS, the City and CAPMC have historically collaborated, each contributing resources to make the operation of the Head Start program possible; and

WHEREAS, the City and CAPMC have previously entered into a Lease Agreement setting forth the duties and obligations of each party with respect to the lease of facilities; and

WHEREAS, the City and CAPMC desire to renew the Lease Agreement for a three-year term; and

WHEREAS, the Lease Agreement is in the best interests of the City, CAPMC, and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The City Council approves the Lease Agreement with the Community Action Partnership, Inc. for occupation and use of facilities at the Millview Community Center which is attached hereto as Exhibit 1 and incorporated by reference.
3. This Resolution is effective immediately upon adoption.

**LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.
FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW
COMMUNITY CENTER**

This Lease Agreement is made this 5th day of May, 2021, by and between the City of Madera, hereinafter referred to as "City," and the Community Action Partnership of Madera County, Inc. (CAPMC), hereinafter referred to as "Lessee".

RECITALS:

1. The City owns the property located at 1901 Clinton Street in Madera, commonly called the Millview Community Center (the "Center").
2. The primary function of the Center is to provide space for recreational and educational programming that benefits residents of Madera and their families.
3. In the Madera community, CAPMC provides Head Start programming which includes comprehensive education, medical and dental screenings, mental health services, nutrition, and social services for pre-school age children.
4. CAPMC has leased Center from City since 1995 for the Head Start Program.
5. The parties desire to enter a new Lease Agreement to allow CAPMC to maintain its Head Start program located at the Center.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the City and Lessee as follows:

I. PURPOSE:

Lessee desires to occupy and use certain real and personal property ("Facilities") located at 1901 Clinton Street, Madera, California, which is owned by the City of Madera. The City wishes to formalize terms and conditions of use and occupancy through a lease agreement (the "Lease"). The City of Madera agrees to permit Lessee to use the specified facilities subject to the terms and conditions set forth herein.

II. TERM:

The term of this Lease ("Term") shall be for a period commencing on May 16, 2021, and ending on May 15th, 2024, for a total of thirty-six (36) months.

III. RENT:

Lessee shall have and hold leased premises, together with the appurtenances, rights, privileges and easements thereunto belonging or appertaining unto Lessee, for rental of \$500.00 per month payable on the first day of each month for which rent is due. The first payment for May 16 to May 31, 2021, shall be due on May 16, 2021. Thereafter, lease payment be due on the first day of each month.

IV. OTHER OBLIGATIONS OF THE LESSEE:

Lessee shall furnish, during the lease term, at Lessee's sole expense, the following:

- a. All building repairs both inside and out, including the roof. Means and methods of repair shall be subject to the approval of the City's Director of Parks and Community Services.
- b. All equipment maintenance and replacement including air conditioning units. Replacement of equipment shall be subject to the approval of the City's Parks and Community Services Director.
- c. Inside custodial supplies and services.
- d. Utilities including gas, electric, internet, and telephone.

V. FACILITIES:

The Facilities to be rented shall include:

- a. The Center for a total of 3,588 square feet.
- b. The kitchen for a total of 1,500 square feet.
- c. The playground for a total of 6,011 square feet.

Attached hereto and incorporated by reference is Exhibit A which depicts the Facilities leased under this Lease.

VI. PERMITTED USE:

Lessee shall use the Facilities solely and exclusively for activities related to the education, recreation or well-being of the City's youth and/or their families in accordance with the mission and purpose of the CAPMC Head Start program. The City of Madera agrees to allow Lessee the sole and uninterrupted use of the rented Facilities described herein.

Any other use of the rented Facilities by Lessee must be pre-approved by the Director of Parks and Community Services and will only be approved for a public purpose and for a limited duration not to exceed 10 days. Any unapproved use shall be immediately terminated upon notice from the Director. Prohibited activities include, but are not limited to:

- a. Any activity that in the judgment of the City threatens the health and welfare of the public, clients, neighbors, City employees, contractors and volunteers, and any other Center Lessee or tenant.
- b. Any activity that is in violation of Local, State or Federal law, or City ordinance or administrative policy.
- c. Profit making activities without prior approval and consent of the City.
- d. Political activities.
- e. Activities that may damage any finish, surface, landscape, fixture or equipment of the building or grounds.
- f. Storing, manufacturing or selling any inherently dangerous or illegal substances, chemicals, things or devices.
- g. Any activity or practice that discriminates on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

VII. ACCESS:

Lessee shall have access to their rented Facilities to perform Head Start related programming during the normal operating hours of the program and access to perform general

administrative responsibilities during off hours and weekends. Lessee shall control the issuance of keys to the facility, issuing only a single set of keys per employee stationed at the Center. Lessee shall ensure that the City has been provided at least one current set of keys throughout the term of this Lease.

VIII. PARKING:

During the term of this Lease, Lessee shall have the non-exclusive use in common with City, the public, other tenants of the building and their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by City. City reserves the right to designate parking areas adjacent to the Center or in reasonable proximity thereto, for Lessee and Lessee's agents and employees. City reserves the sole right to designate specific parking spaces for vendors, visitors, clients, ADA accessibility and other uses as the City sees fit.

IX. DEFAULT:

Lessee shall be in default of this Lease if Lessee fails or refuses to pay rent in full when due to City as herein provided; default for non-payment of rent may be cured by Lessee within fifteen (15) days after written notice thereof is given to Lessee by City by full payment of all rent due and owing to City. Default shall also occur if any of the covenants or conditions contained in this Lease are not kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by City without correction thereof then having been commenced and thereafter diligently prosecuted. In the event of default as provided herein, City may declare the Term of this Lease ended and immediately terminated by giving Lessee written notice of such termination, and if possession of the Leased Premises is not surrendered by Lessee, City may reenter said premises upon delivery of such notice of termination. City shall have, in addition to the remedy above provided, any other right or remedy available to City for default by Lessee, either in law or equity. City shall use reasonable efforts to mitigate its damages.

X. QUIET POSSESSION:

City covenants and warrants that upon continued performance by Lessee of its obligations hereunder, City will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased Facilities as contemplated herein during the Term of this Lease.

XI. CONDEMNATION:

If any legally, constituted authority condemns the Center or such part thereof which shall make the leased Facilities unsuitable for leasing, this Lease shall cease when the public authority takes possession, and City and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

XII. SUBORDINATION:

Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the leased Facilities, or upon the Center and to any renewals, refinancing and extensions thereof, but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. City is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the leased Facilities of the Center, and Lessee agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as City may request. In the event that Lessee should fail to execute any instrument of subordination herein required to be executed by Lessee promptly as requested, Lessee hereby irrevocably authorizes City to act as its attorney-in-fact to execute such instrument in Lessee's name, place and stead, it being agreed that such power is one coupled with an interest. Lessee agrees that it will from time to time upon request by City execute and deliver to such persons as City shall request a statement in recordable form certifying that this

Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that City is not in default hereunder (or if Lessee alleges a default stating the nature of such alleged default) and further stating such other matters as City shall reasonably require.

XIII. PROPERTY TAXES:

City shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the leased Facilities, and all personal property taxes with respect to City's personal property, if any, on the leased Facilities. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the leased Facilities.

XIV. SUBLEASE AND ASSIGNMENT:

Lessee shall not sublease all or any part of the leased Facilities, or assign this Lease in whole or in part without City's written consent.

XV. ALTERATIONS AND IMPROVEMENTS:

Subject to City's written consent in City's sole discretion, Lessee may remodel, redecorate, and make additions, improvements and replacements of parts of the leased Facilities from time to time, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the leased Facilities, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease Term or placed or installed on the leased Facilities by Lessee thereafter, shall remain Lessee's property free and clear of any claim by City. Lessee shall have the right and responsibility to remove the same at any time during the term of this Lease or upon termination provided that all damage to the leased Facilities caused by such removal shall be repaired by Lessee at Lessee's expense. Failure by Lessee to remove any such

property, fixtures or installations from the Facilities within 10 days of termination of the Lease shall be deemed abandonment thereof, whereupon City shall have the right to remove such items at Lessee's expense.

XVI. SIGNS:

Any sign or signs to be placed on the Center or the leased Facilities by Lessee shall require the City's written consent, which consent shall not be unreasonably refused or delayed. Sign placement and installation shall comply with all City policies and building regulations for the Center. Lessee shall repair all damage to the leased Facilities or to Center property caused by the placement of signs thereon, or resulting from the removal of signs installed by Lessee.

XVII. DISCRIMINATION:

Lessee will serve its target population in an environment that encourages diversity and shall not discriminate on the basis of gender, gender identity, gender expression, race, color, ethnicity, national origin, ancestry, marital status, medical condition, genetic information, religion, sexual orientation, political affiliation, position in a labor dispute or physical disability.

XVIII. MAINTENANCE AND REPAIRS:

City shall repair any damage or destruction due to fire, the elements, acts of God, or other causes not the fault of Lessee or any persons in or about the premises with the expressed or implied consent of Lessee. The rent payable by Lessee pursuant to this Lease shall be abated to the extent such damage or destruction renders the Facilities uninhabitable by Lessee until the necessary repairs are made. In the event that the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceed fifty (50) percent of the replacement value of all buildings and improvements now located on the property, City may, at its option, either cancel this lease and return any unearned rent previously paid under this lease by Lessee or continue this lease and abate the rent as set forth in this section until such time as the necessary repairs to the Facilities and/or the Center have been made.

City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of City. Lessee shall be relieved from paying rent and other charges during any portion of the Lease Term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for Lessee's purposes. Rent and other charges paid in advance for any such period shall be credited on the next ensuing payment, if any, but if no further payments are made, any such advance payment shall be refunded to Lessee.

Lessee shall be responsible for the cleaning and maintenance of the Facilities and that portion of the property which is leased and/or used exclusively by Lessee. Notwithstanding anything in this section to the contrary, Lessee agrees that it shall also be solely responsible for cleaning all common areas after each event or other use of said areas by Lessee.

Lessee shall make, at Lessee's expense, all necessary repairs to the leased Facilities. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the leased Facilities damaged or worn through other than normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease. Lessee agrees to reimburse City for damage sustained to the Facilities other than ordinary wear and tear, to include building, furniture, equipment, or supplies, if such damage is caused by Lessee or the agents, officers, members, partners, clients, volunteers, and/or employees of Lessee.

XIX. ENTRY BY CITY:

Lessee shall permit City and City's agents to enter onto and upon the Facilities without notice in the case of an emergency as defined by the Parks and Community Services Director or her designee. Otherwise, City will provide Lessee with twenty-four (24) hours advanced notice prior to entry for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, and for posting notices. Such entry shall not impair the operation of the Lessee's business.

XX. INDEMNIFICATION:

Lessee 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 Lessee's performance of its obligations under this agreement or out of the operations conducted by Lessee, 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 Lessee's performance of this agreement, the Lessee 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.

XXI. INSURANCE:

Lessee shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Facilities. The cost of insurance shall be borne by the Lessee.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 in the aggregate, for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- Worker's Compensation as required by the State of California, to include waiver of subrogation against the City of Madera.
- \$1,000,000 Employer's Liability per accident for bodily injury or disease.
- Property Insurance for full replacement cost (\$1,333,000) with no coinsurance penalty provision.

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of Lessee's leased portion of Facilities. Such coverage shall be effected by additional insured endorsements to the General Liability policy.
- Lessee's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.

Acceptability of Insurers

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

Verification of Coverage

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

XXII. MISCELLANEOUS:

A. The undersigned hereby acknowledges that he/she has read and fully understands the terms and conditions of this Lease. The person signing for each party represents that he/she has the full authority to act for the entity on whose behalf this Agreement is signed.

B. For purposes of writing and receiving grant monies or participation in other programs requiring matching dollars and for in-kind services, the Lessee will use the following formulas to derive dollar amounts:

Center/Kitchen	\$0.65 per square foot
Playground	\$.045 per square foot

XXIII. CONTINGENT UPON APPROVAL:

The parties recognize that the effectiveness of this Agreement is contingent upon approval by the City Council of the City of Madera. This Agreement will be presented to the Madera City Council to be ratified at a lawfully called meeting.

XXIV. OTHER DOCUMENTS:

All parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

XXV. EXECUTION BY FACSIMILE OR IN COUNTERPARTS:

A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

XXVI. NOTICES:

Any notice to be given to either party by the other party shall be in writing and shall be served either personally or by the U.S. Postal services to the following addresses:

To the City:

Parks & Community Services
City of Madera
701 E. 5th Street
Madera, CA 93638

To Lessee:

Community Action Partnership of Madera County, Inc.
Head Start Office
1225 Gill Avenue
Madera, CA 93637
(559) 673-9173

XXVII. SEVERABILITY:

If any provision of this Agreement is held to be void, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

XXVIII. TERMINATION:

City may, by written notice to Lessee, terminate this lease in whole or in part at any time, by notice in writing to Lessee or its officers or agents, whether for City's convenience or because of the failure of Lessee to fulfill the obligations herein. Upon receipt of written notice, Lessee shall discontinue all programs at the Center, vacate the Facilities and the Center in no more than 30 days from the date of delivery of written notice, and remove all personal property of Lessee from the Center. Delivery of written notice may be effectuated by posting at the Facilities or by First Class Mail to the address of Lessee provided herein.

XXIX. INTERPRETATION:

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

XXX. WAIVER:

No waiver of any default of City or Lessee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no

express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by City or Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

XXXI. SUCCESSORS:

The provisions of this Lease shall extend to and be binding upon City and Lessee and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

Lessee

By: _____

By: _____

Santos Garcia, Mayor

Title: _____

ATTEST:

By: _____

Alicia Gonzales

City Clerk

APPROVED AS TO FORM:

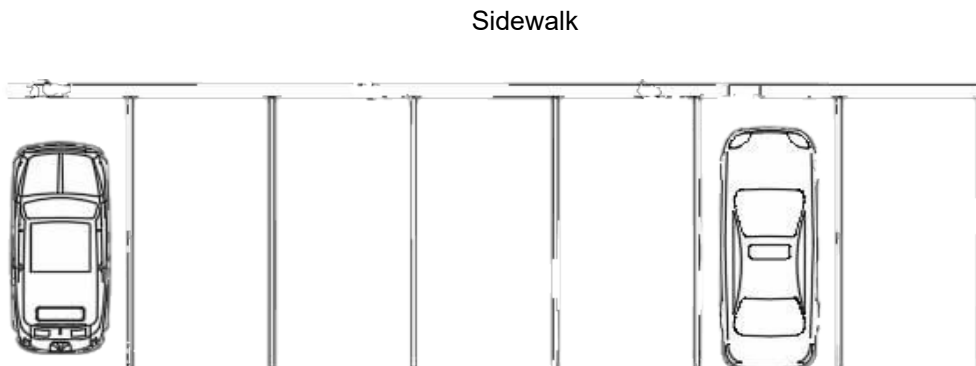
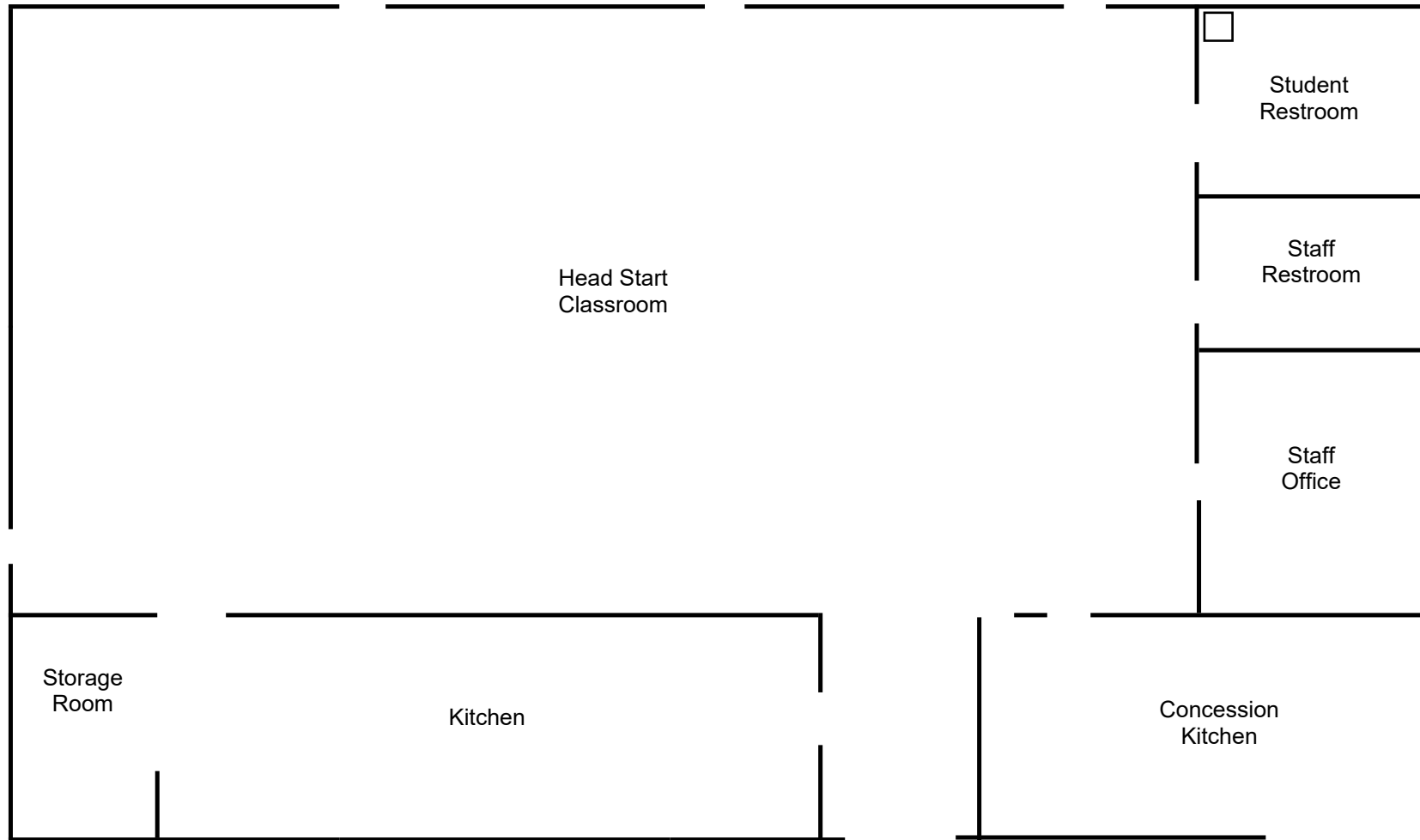
By: _____

Hilda Cantú Montoy

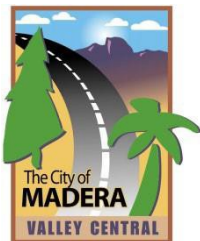
City Attorney

Exhibit A

Playground



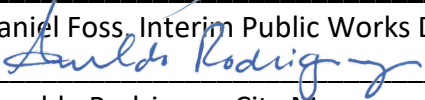
Sidewalk



REPORT TO CITY COUNCIL

Approved by:


Daniel Foss, Interim Public Works Director


Arnaldo Rodriguez, City Manager

Council Meeting of: May 5, 2021

Agenda Number: B-4

SUBJECT:

Permit for the Madera Municipal Airport for the 2021-2022 Porsche Club of America Autocross Events

RECOMMENDATION:

Adopt a Resolution approving a Special Activity Permit Certificate for the Use of Designated Areas of the Madera Municipal Airport for the 2021-2022 Porsche Club of America Autocross Events

SUMMARY:

This Special Activity Permit will allow the Porsche Club of America (PCA) to utilize Closed Runway 8-26 at the Madera Municipal Airport for monthly autocross performance driving events from September to November 2021 and March to June 2022. Autocross is a sport driving competition focused on navigating a car through a defined course of pylons. The courses are set up using soft orange traffic pylons and speeds are between 40 to 65 mph. The event organizers place an emphasis on driver skill and car performance. The PCA recognizes safety and uninterrupted airport operations as their top priorities.

DISCUSSION:

The City received a request in December 2017 from the PCA to use areas of the Airport for a monthly autocross event. After reviewing several locations with the PCA and staff, the request was presented to the Airport Advisory Commission and, subsequently, to Council. Council approved the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2018 and 2019. The PCA has held several events over the past year and has been pleased with the location. The course stays within the given confines of former Runway 8-26 which is now closed and does not impede any Airport traffic. Attendees will access the site from Avenue 16 and, therefore, they will not traverse the main taxiway, apron, or Runway 12-30.

In its advertising and promotional materials for the event, the PCA shall promote the Madera Municipal Airport and the City through publicity that encourages commerce and tourism within the City. The events will take place are listed per Table 1.

Table 1: Event Dates		
September 11, 2021	March 12, 2022	June 11, 2022
October 9, 2021	April 9, 2022	
November 13, 2021	May 14, 2022	

Staff has negotiated an updated rate of \$350 per event fee with the PCA. The proposed Special Activity Permit details the terms of this non-aviation-related event.

It is noted that due to not meeting a quorum, the Airport Advisory Commission was unable to conduct a meeting to vote on the request for use of the Madera Municipal Airport's closed runway 8-26 for autocross events in 2021 and 2022. However, a sponsor from the Porsche Club of America, Larry Kirlin, was notified his request will be forwarded to Council due to these unforeseen circumstances.

FINANCIAL IMPACT:

This Special Event Permit will allow for seven autocross events over the course of 2021 and 2022. These seven events will generate \$2,450 in revenue for the Airport. There will be no financial impact to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may choose to not approve the Special Activity Permit for the PCA. The PCA's current Permit will be valid until June 12, 2021 and terminate thereafter.

ATTACHMENTS:

1. Resolution
2. Special Activity Permit Certificate
 - a. Exhibit A – Site Plan of Runway 8-26
 - b. Exhibit B – Access Route to Event Location
 - c. Exhibit C – Federal Aviation Administration Assurances
 - d. Exhibit D – Release and Waiver
 - e. Exhibit E – Insurance Requirements

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A SPECIAL ACTIVITY PERMIT CERTIFICATE FOR
THE USE OF DESIGNATED AREAS OF THE MADERA MUNICIPAL AIRPORT
FOR THE 2021-2022 PORSCHE CLUB OF AMERICA AUTOCROSS EVENTS**

WHEREAS, the Porsche Club of America (Permittee) has requested permission to utilize an area of the Madera Municipal Airport for autocross events during Fiscal Year 2021-22; and

WHEREAS, the City of Madera (City) has available space on Closed Runway 8-26 that will not present any safety hazard or detriment to normal operations of aircraft arriving or departing from the Airport; and

WHEREAS, the City and the Permittee have agreed upon terms for the Special Activity Permit.

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 Special Activity Permit between the City and the Porsche Club of America, a copy of which is attached and incorporated by reference is hereby approved.
3. This resolution is effective immediately upon adoption.

* * * * *

**MADERA MUNICIPAL AIRPORT CONDITIONAL AIRPORT SPECIAL ACTIVITY PERMIT CERTIFICATE
FOR THE USE OF DESIGNATED AREAS OF THE AIRPORT FOR THE 2020-2021 PORSCHE CLUB OF
AMERICA AUTOCROSS EVENTS**

THIS IS TO CERTIFY THAT, the City Council ("Council") of the City of Madera ("City"), at a regular meeting held on May 5, 2021, considered and approved this Conditional Airport Special Activity Permit (or "Permit") for use of areas of the Closed Runway 8-26 ("Ag strip") at the Madera Municipal Airport for monthly scheduled non-aviation-related events and activities in conjunction therewith, and subject to the following conditions and restrictions and to further certify that by execution thereof Porsche Club of America agrees to all the terms and conditions of this Permit.

REQUEST:

Request by the Porsche Club of America, a corporation of the State of Maryland registered to do business in California (hereinafter referred to as "Permittee"), for permission to use the Airport's Closed Runway 8-26 (as indicated on **Exhibit A** attached hereto and made a part hereof).

BACKGROUND:

In December 2017, a request was received from the Permittee to utilize areas of the Airport for a monthly event from May 2018 through June 2019, for autocross performance driving activities. This request was approved by Council on April 28, 2018. The Permittee expressed to the City their desire to continue utilization of the area during Fiscal Year 2021/2022.

Due to not meeting a quorum, the Airport Advisory Commission was unable to conduct a meeting to vote on the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2021 and 2022. However, a sponsor from the Porsche Club of America, Larry Kirlin, was notified his request will be forwarded to Council due to these unforeseen circumstances.

COUNCIL ACTION:

The City Council adopted the following findings in justification of this Permit and grants the Permit as described herein subject to each of its Conditions of Approval and authorized the Mayor to execute same as described herein.

FINDINGS:

In issuing this Permit, the City Council hereby finds that, under strict conditions of approval:

1. Permittee's automotive, non-aviation-related event and activities and use of the

Closed Runway 8-26 areas and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. Permittee's non-aviation-related activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's non-aviation-related activities, if conducted in accordance with the Conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City. The long-term use of the property is designated for aviation- related development in the Airport Master Plan and Airport Layout Plan.
4. Permittee's non-aviation-related activities and the use of the Restricted Runway 8-26 areas and Airport facilities will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. Reasonable time periods can be and are herein designated for Permittee's non-aviation- related activities.
6. Permittee shall pay \$350.00 per event for this proposed use.
7. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EVENT DESCRIPTION:

The Event is a monthly autocross event on the second Saturday of the months of September through November 2021, and March through June of 2022 inclusive, for Porsche Club of America to participate in timed autocross competition. Event participants on the Closed Runway 8-26

would navigate a temporary course marked by traffic cones in a timed competition. The event organizers place an emphasis on driver skill and car performance; and performance is measured by time. All vehicles would be checked by Permittee for safety and adequately prepared for timed racing.

Event participants would race on a course set up on the Closed Runway 8-26. Use of the term “runway” in this Permit refers to macadam, bituminous asphalt surfaces existing at the Airport. The autocross-timed-racing course will be set up substantially as shown on **Exhibit B**, attached hereto and incorporated herein; no other portions of the Airport will be used for automotive activities. The Event will not involve the producing, assembling, or selling of any products onsite.

For the dates listed above for the automotive activities, up to 100 members of the Porsche Club of America will be at the Airport at any one time. Logistics staff will deliver and set up portable equipment on the Friday prior to the event from 12:00 PM to 6:00 PM. The autocross course will be set up on Saturday of the event, prior to racing activities. Autocross-timed-racing activities will occur between the hours of 7:00 AM and 5:00 PM. Table 1 provides a summary of event activities by time and day.

TABLE 1. Activities Schedule

Day	Start	End	Location	Event/Description	People on Site (max)
Friday	12:00 PM	6:00 PM	RR&T	Course Setup, Delivery of Portable Toilet	5
Saturday	7:00 AM	9:00 AM	RR&T	Registration and Course Setup	100
	9:00 AM	9:30 AM	RR&T	Drivers Meeting and Course Walk	100
	9:30 AM	4:00 PM	RR&T	Autocross Timed Runs	100
	4:00 PM	5:00 PM	RR&T	Load-out and Clean-up	25
Monday	8:00 AM	12:00 PM	RR&T	Pick-up of Portable Toilet	2

Note:

RR&T = Restricted Runway and Taxiway

Exhibit B shows the route event participants will take to access the Restricted Runway 8-26 areas, which involves detouring through the gated entrance at Avenue 16 to avoid crossing the apron, taxiway and Runway 12-30.

In its advertising and promotional materials for the event, Permittee shall promote and aid the commerce of the Madera Municipal Airport and the City of Madera and use of City facilities by positive publicity for the City through its association with the event and to aid commerce and tourism within the City.

TERM OF PERMIT: For the dates of: September 11, 2021; October 9, 2021 and November

13,2021. For 2022, the dates are March 12, April 9, May 14 and June 11.

FEE: Permittee shall pay \$350.00 per event.

BUSINESS LICENSE: Thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for and receive a City of Madera Business License from the City's Finance Department.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions will be deemed sufficient cause for the suspension or termination of the Permit.

I Operational

1. Permittee's non-aviation-related activities shall be confined to the areas of the Closed Runway 8-26 and Airport facilities designated by the City and shown in **Exhibit A**. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the City. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the City such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.
2. Pre- and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. Each day autocross racing is conducted on Restricted Runway 8-26, representatives of Permittee and the City shall inspect the racing course(s) prior to the racing day and following that inspection and after any remedial action taken, except for any condition identified in writing by the Permittee or by the City at the time of the inspection, Permittee agrees to accept the condition of the runway and the racing courses "as is" with respect to all conditions which may then exist. The cost to the City to repair or replace any post- event damage, or to effect removal and cleanup of any material or oil or gas spill remaining on the Event site after the end of the usage period (as defined herein) shall be assessed to Permittee. Permittee's use of the Airport must not affect access to, or the use of premises leased to the City's tenants at the Airport.
3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the City and will keep City staff fully informed on a timely basis by providing prior written notice concerning any and all changes concerning events listed in that schedule. Prior to the event, Permittee will provide to the City a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct

of that event both on- and off- site and who should be contacted in the event of an emergency. Prior to the scheduled event, Permittee will attend a pre-event briefing with City staff to ensure coordination of the event and emergency procedures.

4. Permittee's non-aviation-related and other activities and operations shall be conducted only from 6:00 AM to 6:00 PM. The City will not provide staff on-site during this time.

5. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the City. This plan should include but is not limited to safety setbacks, crowd lines, parking areas for visitors and participants.

A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the City at least thirty (30) days before the Event.

6. Traffic entering or leaving the Restricted Runway 8-26 areas shall avoid crossing Runway 12-30 by accessing the site through the gate at Avenue 16 and following the traffic route shown on **Exhibit B**.

7. Set-up and break-down of course equipment associated with any event will occur on the same day as event activities. All equipment and materials on the Restricted Runway must be removed before 6:00 PM on the same day as the event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the City. Permittee is responsible to pay any maintenance or cleanup costs associated with the event.

Permittee is responsible for installing and securing any traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible unless potable water is required for reasons of health or safety. If Permittee's activities on the site damages the runway due to a fuel spill and the runway softens or otherwise becomes unusable, Permittee will be responsible for the cost of repairs to the damaged runway. If, in the sole determination of the City, the event site requires sweeping for rocks and small debris following any event as a result of Permittee's activities, the City will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the City or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, Permittee shall be assessed a Public Works Special Event Labor charge consistent with the City of Madera Master Fee Schedule. All sweeping must be completed no later than 5:00 PM on the day following autocross racing activities.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the City. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must

be removed from the site and the Airport no later than the day following the event. In the event that City personnel are required to remove garbage or refuse from the event site, Permittee shall be assessed a Public Works Special Event Labor Charge consistent with the City of Madera Master Fee Schedule, and Permittee shall pay said charge within seven calendar days of receiving the assessment from the City.

9. Adequate portable restrooms will be provided by Permittee for any event in such numbers and locations as may be required by the Madera County Health Department and the City. These portable restrooms must be serviced and pumped by a sanitation truck as required and removed from event site at the conclusion of activities. There must be no dumping of any materials into existing sewers serving the Airport.

10. Fire extinguishers fully charged and with tags affixed, must be provided by Permittee as required by the City's Fire Department. There will be no open-air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.

11. First aid kits and supplies as approved in advance by the City and the City's Fire Department shall be available on-site for the duration of any automotive racing activity.

12. Any accident requiring medical attention must be reported in writing to the City within 24 hours from the time of the accident.

13. Permittee by accepting this Permit acknowledges that it has received and will abide by the rules and regulations set forth in the Airport Operating Ordinance.

14. Permittee's must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Conditional Airport Special Activity Permit, provide written report of the incident to the City using a form approved by the City.

15. Permits must be obtained from the Madera County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.

16. Parking for motor vehicles including utility trucks shall be as designated on the site plan in areas outside the fenced air operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the City. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately communicated to the City.

17. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in **Exhibit A**.

18. To the extent applicable Permittee shall comply with all FAA assurances as shown on **Exhibit C** attached hereto and made a part hereof.

19. Permittee shall cooperate with the City in notifying pilots, users and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.

20. Sponsorship banners and signs are allowed within the designated event area in locations approved by the City and indicated on the site plan. Banners and signs shall be promptly removed after the event.

21. Nonperson shall possess or consume any alcoholic beverage or illegal drug in or around any areas of the Restricted Runway 8-26 when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or have in their system any alcoholic beverage or illegal drug in or around any areas where Permittee's activities are taking place.

II RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, INSURANCE AND INDEMNIFICATION REQUIRED

1 Release and Waiver of Liability and Assumption of Risk Agreement. Each participant in motorized vehicle operation including, but not necessarily limited to, driving, autocross, and slalom exercises and any passenger shall, prior to such participation, sign a Release and Waiver of Liability and Assumption of Risk Agreement, a copy of which is attached hereto as **Exhibit D**, and a copy of every such executed Agreement shall be provided to the City at the conclusion of each day's event which involves operation of motor vehicles on the Airport. (Permittee shall utilize Exhibit D in not less than an 8 ½" by 14" format.)

2 Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. If Permittee use existing coverage to comply with these requirements and that coverage does not meet the requirement set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Permittee and shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee's.

Permittee and City further agree concerning the insurance coverages required by this Permit as set forth in **Exhibit E**, attached hereto and by this reference incorporated herein.

- 3 Indemnity.** Permittee 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 Permittee's activities under this agreement or out of the operations conducted by Permittee, 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 Permittee's activities under this agreement, the Permittee 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.

III SUSPENSION OR TERMINATION

This Permit for non-aviation-related activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee's activities on the Airport, by the City. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the City, it will immediately cease and suspend all their activities on the Airport.

City agrees to cooperate with Permittee in their efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the satisfaction of the City, a written notice of Permit reinstatement shall be given to Permittee.

This Permit may be terminated by action of the City.

If cancellation for convenience of the event is effected by Permittee, Permittee shall pay to the City an equitable charge for services or other work performed. The equitable charge for termination for Permittee's convenience shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the City relating to written commitments that were executed prior to termination.

In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Madera County, the prevailing party, in addition to other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and

costs of experts reasonably consulted by the attorney for the prevailing party.

IV NON-TRANSFERABILITY, NO EXCLUSIVE RIGHT, NO RIGHT TO LEASE, NO LONG- TERM USE CONTEMPLATED BY THE PARTIES

This Permit is non-transferable.

This Permit shall not be construed or interpreted as an “exclusive right” within the provisions of section 308a of the FAA Act of 1958, as amended.

This Permit is not and may not be construed as a lease of any City property, nor does it convey any right to such a lease.

In the event of a request or action by the FAA to cease or terminate the activities as set forth in this Special Activity Permit, such permit shall become immediately null and void without requirement of any further action by the City Council.

V NOTICE

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given

(a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender’s facsimile machine addressed as follows:

If to the City: City of Madera

Attn: Public Works Director 1030 South Gateway Drive Madera, CA 93637

Facsimile: (559) 661-0760

If to Permittee; Porsche Club of America

Attn: Edwin Suarez, Sequoia Chapter President 4125 W Ellery Way

Fresno, CA 93722

E-mail: edsuarez99@gmail.com

Or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

VI AUTHORITY

The individuals executing this Airport Special Activity Permit on behalf of the City of Madera and Porsche Club of America represent and warrant that he or she is duly authorized to execute and deliver this permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

THIS CERTIFICATE IS TO NOTIFY requester Porsche Club of America that the above-described Conditional Airport Special Activity Permit was approved by the City subject to execution below by Porsche Club of America.

Dated: May 5, 2021

Madera, California

CITY OF MADERA

BY: _____
Santos Garcia, Mayor

PORSCHE CLUB OF AMERICA

BY: _____
Edwin Suarez, Sequoia Chapter President

ATTEST:

Alicia Gonzales, City Clerk

[illegible]

EXHIBIT B
ACCESS ROUTE TO EVENT LOCATION

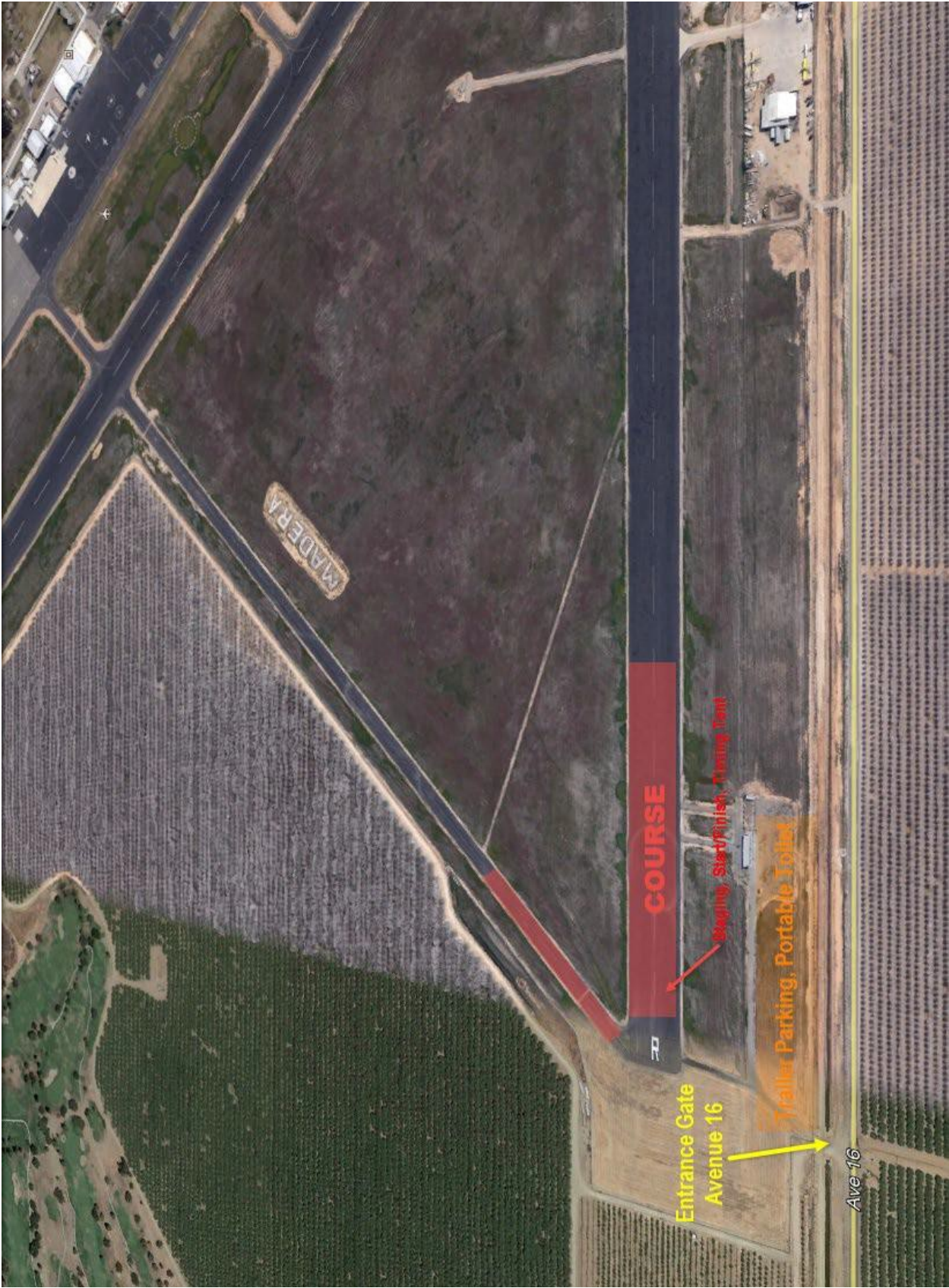


EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Madera shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Madera shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Madera or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Madera reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Madera reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Madera and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Madera, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Madera Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of

any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

17. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

18. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

19. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

20. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT D
MADERA MUNICIPAL AIRPORT RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Description and Location of Scheduled Event

Date Release Signed

IN CONSIDERATION OF BEING PERMITTED TO compete, drive a motor vehicle, spectate, officiate, observe, work, or PARTICIPATE in any way IN THE ABOVE EVENT(S) OR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY

RESTRICTED AREA (defined as requiring special authorization, credentials, or permission to enter, or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, FOR HIMSELF OR HERSELF, HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN:

1. ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE OR SHE HAS OR WILL immediately upon entering any such Restricted Area, and will continuously thereafter, INSPECT THE RESTRICTED AREA which he or she enters, and he or she further agrees and warrants that, IF AT ANY TIME, he or she is in or about the Restricted Areas and HE OR SHE FEELS ANYTHING TO BE UNSAFE, HE OR SHE WILL IMMEDIATELY ADVISE THE OFFICIALS OF SUCH and if necessary will leave the Restricted Area AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. HEREBY RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the CITY OF MADERA and the Madera Municipal Airport, PORSCHE CLUB OF AMERICA, the promoters, participants racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their councils, directors, officers, agents, employees, and volunteers all for the purposes HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT-OF-KIN FOR ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or RELATED TO THE UNDERSIGNED'S INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK, KNOWN AND UNKNOWN, OF BODILY INJURY, PERMANENT DISABILITY, arising out of or related to the Event(s), INCLUDING MEDICAL OR HOSPITAL BILLS, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s) whether CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, ALSO EXPRESSLY ACKNOWLEDGES THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE

OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

CAUTION

THIS IS A RELEASE OF LEGAL RIGHTS – READ & UNDERSTAND BEFORE SIGNING

6.

ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE

SIGN NAME HERE

CAPACITY [driver, pit crew, spectator, etc.]

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

16.

17.

18.

19.

20.

Signature and Title of Witness

Address of Witness

Date Signature(s) witnessed

EXHIBIT E

Insurance Requirements for Porsche Club of America Special Event at the Madera Municipal Airport

Without limiting Permittee's indemnification of City, and prior to commencement of occupation of the site for special event purposes, Permittee shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Sub Permittees 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

Permittee shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. All General Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be named as additional insureds under such policies and shall be at least as broad as CG 20 10. All General Liability policies shall also be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- \$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 Permittee arising out of or in connection with activities 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. Permittee 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.

Maintenance of Coverage

Permittee 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 activities hereunder by Permittee, his agents, representatives, employees, sub Permittees or subconsultants as specified in this Agreement.

Proof of Insurance

Permittee 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 activities. 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 Permittee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Permittee 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 sub Permittees.

Enforcement of Contract Provisions (non estoppel)

Permittee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Permittee 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 these requirements 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 Permittee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Permittee.

Notice of Cancellation

Permittee 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.

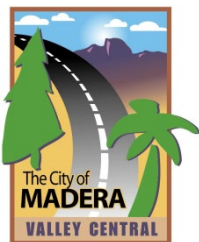
Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

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

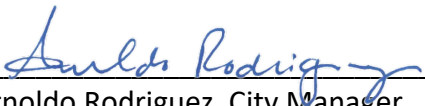
Additional Insurance

Permittee 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 Activities.



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: May 5, 2021

Agenda Number: D-1

SUBJECT:

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

RECOMMENDATION:

Adopt a Resolution Amending and Restating the Code of Conduct for the City Council, and Members of City Boards, Commissions, and Committees Adopted September 18, 2019

SUMMARY:

The Madera County Grand Jury (MCGJ) issued a report titled “The City of Madera Veiled Transparency” on June 25, 2019. Recommendation 1 of the report noted the following:

By September 30, 2019, the MCGJ recommends that the City of Madera create and follow a code of ethics for all senior officials and elected members and display the code of ethics in a public place.

Since then, a draft of a proposed Code of Conduct was presented to Council on September 18, 2019. The proposed Code of Conduct was adopted, with the recommendation to bring this item back annually for review.

This item was scheduled to be presented to Council during the March 17, 2021 and April 21, 2021 Council meetings. Item was tabled for discussion both times.

DISCUSSION:

The recommendation to bring this item back annually for review allows the City to evaluate the Code of Conduct on a regular basis and make changes as needed, that are in line with current practices for the Madera City Council, Boards, and Commission Members.

Key proposed updates to the Code of Conduct include:

- Update to Preamble language to be a more appropriate introduction to the document.
- Addition of language ensuring the Code of Conduct applies to not only Madera City Council, but also Board, Commission and Committee members.
- Conflict of Interest recusal guidance.
- Closed session matters confidentially responsibility.
- Policy Role of Members of the City Council revised language.
- Language regarding social media conduct.

FINANCIAL IMPACT:

Revisions and updates to the adopted Code of Conduct provide no direct financial impact to the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council has the following options to consider relating to the matter:

- Approve the recommended revisions and updates to the adopted Code of Conduct, as presented.
- Direct staff to add, remove, or revise language and bring back to Council at a later meeting date.
- As an alternative, Council may elect not to revise and update the Code of Conduct, leaving the adopted Code of Conduct as is, with no recommended changes at this time.

ATTACHMENTS:

1. Resolution amending and restating the Code of Conduct
2. Code of Conduct in Track Changes Format
3. Code of Conduct as Recommended Final Version

Attachment 1:

Resolution amending and restating the Code of Conduct

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF MADERA AMENDING AND RESTATING
THE CITY OF MADERA CODE OF CONDUCT FOR THE CITY COUNCIL AND
MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES**

WHEREAS, the citizens of the City of Madera are entitled to have fair, ethical, and accountable local government; and

WHEREAS, the citizens of the City of Madera are entitled to have complete confidence in the integrity of local government; and

WHEREAS, on September 18, 2019, the Madera City Council adopted the Code of Conduct by way of Resolution No. 19-157 which includes certain rules and regulations regarding conduct and a commitment to uphold a standard of integrity beyond that required by law; and

WHEREAS, the City of Madera is interested in establishing a framework for day to day actions and decision-making by the City's elected officials, officers, boards and commissions; and

WHEREAS, integrity of officials of local government is key to effective and fair operation of government; and

WHEREAS, the amending and restating of the Code of Conduct will demonstrate the City's commitment to ethics and commitment to continuous evaluation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Madera, as follows:

1. That the City of Madera hereby amends and restates the Madera City Code of Conduct, first adopted September 18, 2019.
2. Resolution No. 19-157 is repealed and replaced in its entirety by this Resolution.
3. The recitals set forth above are true and correct and are incorporated herein by reference.
4. The Council hereby adopts the "City of Madera Conduct of Conduct For the City Council and Members of City Boards, Commissions, and Committees" as set forth in Exhibit A and incorporated herein by reference.
5. This resolution is effective upon adoption.

///

Attachment 2:

Code of Conduct in Track Changes Format

Note:

Strikethrough indicate proposed removal of wording.
Underlines indicate proposed updated or new wording.

City of Madera Code of Conduct

For the City Council and Members of City Boards and Commission of Madera Council, Boards, and Commission Members

I. Preamble

~~The proper operation of government requires that public officials be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, it is hereby established a Code of Conduct for the City of Madera (City is hereby established.~~

The residents and businesses of the City of Madera (City) are entitled to have fair, ethical, and accountable local government. Such a government requires the public officials:

- Comply with both the letter and the spirit of the laws and policies affecting operations of the government;
- Be independent, impartial, and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the City Council has adopted this Code of Conduct to encourage public confidence in the integrity of local government and its fair and effective operation.

II. Ethics

~~This Code of Conduct pertains to elected officials serving as members of the City Council (Council) and serving as members of other boards and commissions of the City, to assure public confidence in the integrity of local government and its effective and fair operation.~~

This Code of Conduct applies to members of the City Council and to members of City boards, commissions, and committees. The term "member" as used in this Code of Conduct shall mean any member of the City Council and any member of any Board, Commission, or Committee of the City. Additionally, Councilmembers are at times referred to as "elected officials" and members of boards, commissions, and committees are at times referred to as "appointed officials."

1. Acts in the Public Interest

Members will work for the common good of the people of Madera and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Council, boards, and commissions.

2. Compliance with the Law

Members shall comply with ~~the laws of the nation, the~~Federal, State, and the City laws in the performance of their public duties. These laws include but are not limited to: ~~the US~~United States

and California constitutions; ~~the Political Reform Act including regulations adopted by the Fair Political Practices Commission laws~~ pertaining to conflicts of interest, election campaigns, financial disclosures; ~~employer responsibilities; the Brown Act; and related and open processes of government and adopted~~ City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the ~~e~~Council, boards and commissions, the public and staff.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the Council and/or boards and commissions governing the deliberation of ~~public policy issues~~ before them.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

7. Communication

Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.

7.8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest. ~~Members should consider voluntary recusal or where they they have an organizational responsibility or personal relationship to the issue under consideration, which may give the appearance of a conflict of interest.~~

~~Members shall disclose financial interest as required by law and shall recuse themselves.~~

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall recuse themselves from participating in deliberations and decision-making where conflicts may exist.

8.9. Gifts and Favors

~~Members shall disclose gifts and limit the acceptance of gifts as required by law.~~

Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

9.10. Confidential Information

Members shall respect the confidentiality of information concerning property, personnel or affairs of the City. Members shall respect the confidentiality regarding closed session matters. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.

10.11. Use of Public Resources

Members shall not use public resources unavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

11.12. Representation of Public Interests

In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

12.13. Advocacy

Members shall represent the official policies or positions of the Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City, nor will they allow an inference that they do.

13.14. Policy Role of Members of the City Council

Council Members shall respect and adhere to the Council-Manager structure form of Madera City government. In this structure, the Council determines the policies of the City, with the advice, information and analysis provided by the public, boards and commissions and City staff. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. Council Members work through the City Manager in dealing with City staff. The City Manager is responsible to the City Council as a body rather than to individual Councilmembers.

Except as provided by the ~~City~~ Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

14.15. Independence of Boards and Commissions

Because of the value of the independent advice of boards, ~~and commissions, and committees~~ to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board, ~~and commission, and committee~~ proceedings.

15.16. Positive Workplace Environment

Members shall support the maintenance of a positive and constructive workplace for the City employees, and for the citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

III. Conduct Guidelines

1. Elected and Appointed Officials' Conduct with one another in Public Meetings

a. Honor the role of the chairpresiding officer in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

b. Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to making belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

c. Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chairpresiding officer will maintain control of this discussion.

d. Demonstrate effective problem-solving approaches

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct in with the Public in Public Meetings

a. Be welcoming to speakers and treat them with care and respect

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

b. Be fair and equitable in allocating public hearing time to individual speakers

The presiding officer will determine and announce limits on speakers at the start of the public hearing process.

c. Practice active listening

It is disconcerting to speakers to have members not look at them when they are speaking. Members shall try to be conscious of facial expressions.

d. Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and

appointed officials.

- e. *Ask for clarification, but avoid debate and argument with the public*
Only the presiding officer may interrupt a speaker during a presentation. However, a member can ask the presiding officer for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with City Staff

- a. *Treat all staff as professionals*
Clear, honest communication that respects the abilities, experience, and dignity of everyone is expected. Professional courtesy should be extended towards staff.
- b. *Do not disrupt City staff from performing their jobs*
Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Attendance to staff meetings should be by invitation only. The presence of elected or appointed officials may imply support, show partiality, may intimidate staff, and could hamper staff's ability to do their job objectively.
- c. ~~*Comments about staff performance should only be made through the City Manager. Never publicly criticize an individual employee*~~
Elected and appointed officials should not express concerns about the performance of a City employee in public, to the employee directly, or to the employee's colleagues. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.
- ~~e.d.~~ *Do not get involved in administrative functions*
Elected and appointed officials acting in their individual capacity should not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
- ~~e.e.~~ *Do not solicit political support from staff*
Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.
- f. *No Attorney-Client Relationship*
Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members.

4. Councilmember Conduct with Boards, and Commissions, and Committees

a. *If attending a Board or commission meeting, be careful to only express personal opinions*

Councilmembers may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business developer - could be viewed as unfairly affecting the process. Public comments by a Councilmember at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the Council. Public comments by a Councilmember at a Board or Commission adjudicatory hearing should not be made and may prohibit the Councilmember from participating at City Council hearing on the same matter.

b. *Limit contact with Board and Commission members to questions of clarification*

It is inappropriate for a Councilmember to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Commission, or Committee members in order to clarify a position taken by that body.

c. *Respect that Boards and Commissions serve the community, not individual Councilmembers*

The Council appoints individuals to serve on Boards, Commissions, and Committees and it is those bodies' responsibility to follow policy established by the Council. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Commission, or Committee appointment should not be used as a political "reward."

d. *Be respectful of diverse opinions*

A primary role of Boards, Commissions, and Committees is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Commissions, and Committees but must be fair and respectful of all persons serving on Boards and Commissions.

e. *Keep political support away from public forums*

Board, Commission, and Committee members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

5. *Elected and Appointed Officials' Conduct on Social Media*

Members shall honor the conduct guidelines in this Section III and the Ethical Considerations in Section II of this Code of Conduct when posting on Social Media. Council Members will be cognizant of the Brown Act which prohibits a member from responding directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the City Council that is made, posted, or shared by any other member of the legislative body. Members of boards, commissions, and committees are also subject to this limitation on matters within the jurisdiction of their respective board, commission, and committee.

IV. IMPLEMENTATION

1. Enforcement

The Code of ~~Ethics and~~ Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It, therefore, becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in orientations for newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understand the City of Madera Code of Conduct. Any member who becomes aware of any breach of this Code should report that violation to the City Manager or City Attorney for review.

2. Distribution and Posting

This Code of Conduct shall be provided to all elected and appointed ~~officers~~officials ~~and posted on the City's website~~; distributed to all executive team members; posted and made available to members of the public by the City Clerk Department; and be available for review by employees.

3. Sanctions

The Council may impose sanctions on members whose conduct does not comply with the City's Code of Conduct. For elected officials, this may include ethical standards, such as reprimand, formal censure, and/or loss of seniority or committee assignment. For appointed officials, sanctions may include but are not limited to reprimand, formal censure, or removal from the Commission, Board, or Committee. A violation of this Code of Conduct shall not be considered as a basis for challenging the validity of a Council, board, ~~or~~ commission, or committee decision.

4. Review and Updates

The Code of Conduct shall be reviewed ~~as deemed necessary~~ annually by the Council which may consider updates as necessary.

Attachment 3:

Code of Conduct as Recommended Final Version

City of Madera Code of Conduct

For the City Council and Members of City Boards, Commissions, and Committees

I. Preamble

The residents and businesses of the City of Madera (City) are entitled to have fair, ethical, and accountable local government. Such a government requires the public officials:

- Comply with both the letter and the spirit of the laws and policies affecting operations of the government.
- Be independent, impartial, and fair in their judgment and actions.
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the City Council has adopted this Code of Conduct to encourage public confidence in the integrity of local government and its fair and effective operation.

II. Ethics

This Code of Conduct applies to members of the City Council and to members of City boards, commissions, and committees. The term “member” as used in this Code of Conduct shall mean any member of the City Council and any member of any Board, Commission, or Committee of the City. Additionally, Councilmembers are at times referred to as “elected officials” and members of boards, commissions, and committees are at times referred to as “appointed officials.”

1. Acts in the Public Interest

Members will work for the common good of the people of Madera and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Council, boards, and commissions.

2. Compliance with the Law

Members shall comply with Federal, State, and the City laws in the performance of their public duties. These laws include but are not limited to: the United States and California constitutions; the Political Reform Act including regulations adopted by the Fair Political Practices Commission pertaining to conflicts of interest, election campaigns, financial disclosures; employer responsibilities; the Brown Act; and related City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, boards, and commissions, the public and staff.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the Council and/or boards and commissions governing the deliberation of issues before them.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

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In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest. Members should consider voluntary recusal where they have an organizational responsibility or personal relationship to the issue under consideration which may give the appearance of a conflict of interest.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall recuse themselves from participating in deliberations and decision-making where conflicts may exist.

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Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

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Members shall not use public resources unavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

12. Representation of Public Interests

In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy

Members shall represent the official policies or positions of the Council, board, or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City, nor will they allow an inference that they do.

14. Policy Role of Members of the City Council

Councilmembers shall respect and adhere to the Council-Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. Council Members work through the City Manager in dealing with City staff. The City Manager is responsible to the City Council as a body rather than to individual Councilmembers.

Except as provided by the Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

15. Independence of Boards and Commissions

Because of the value of the independent advice of boards, commissions, and committees to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board, commission, and committee proceedings.

16. Positive Workplace Environment

Members shall support the maintenance of a positive and constructive workplace for the City employees and for the citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

III. Conduct Guidelines

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a. Honor the role of the presiding officer in maintaining order

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Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify public officials making belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.
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- d. *Demonstrate effective problem-solving approaches*
Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

- a. *Be welcoming to speakers and treat them with care and respect*
While questions of clarification may be asked, the official's primary role during public testimony is to listen.
- b. *Be fair and equitable in allocating public hearing time to individual speakers*
The presiding officer will determine and announce limits on speakers at the start of the public hearing process.
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Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.
- e. *Ask for clarification, but avoid debate and argument with the public*
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- a. *Treat all staff as professionals*
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- b. *Do not disrupt City staff from their jobs*
Elected and appointed officials should not disrupt City staff while they are in meetings, on

the phone, or engrossed in performing their job functions in order to have their individual needs met. Attendance to staff meetings should be by invitation only. The presence of elected or appointed officials may imply support, show partiality, may intimidate staff, and could hamper staff's ability to do their job objectively.

c. Never publicly criticize an individual employee

Elected and appointed officials should not express concerns about the performance of a City employee in public, to the employee directly, or to the employee's colleagues. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

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Elected and appointed officials acting in their individual capacity should not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

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Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

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Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members.

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b. Limit contact with Board and Commission members to questions of clarification

It is inappropriate for a Councilmember to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Commission, or Committee members in order to clarify a position taken by that body.

c. Respect that Boards and Commissions serve the community, not individual Councilmembers

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those bodies' responsibility to follow policy established by the Council. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Commission, or Committee appointment should not be used as a political "reward."

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2. Distribution and Posting

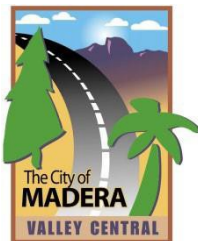
This Code of Conduct shall be provided to all elected and appointed officials; distributed to all executive team members; posted and made available to members of the public by the City Clerk Department; and be available for review by employees.

3. Sanctions

The Council may impose sanctions on members whose conduct does not comply with the City's Code of Conduct. For elected officials, this may include reprimand, formal censure, and/or loss of seniority or committee assignment. For appointed officials, sanctions may include but are not limited to reprimand, formal censure, or removal from the Commission, Board, or Committee. A violation of this Code of Conduct shall not be considered as a basis for challenging the validity of a Council, board, commission, or committee decision.

4. Review and Updates

The Code of Conduct shall be reviewed annually by the Council which may consider updates as necessary.



REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 5, 2021

Agenda Number: D-2

SUBJECT:

Second Amended Lease Agreement From WSD, LLC to California Pacific Investments for airport hangar space

RECOMMENDATION:

Adopt a Resolution Approving the Assignment of Second Amended Lease Agreement From WSD, LLC to California Pacific Investments for airport hangar space

SUMMARY:

On December 1, 2005, the City Council (Council) approved a 30-year land lease agreement with David E. Wood. On April 14, 2021, the City received a Request for Assignment of Hangar Lease dated April 14, 2021 from David E. Wood, manager and sole member of WSD, LLC. The request seeks the City's consent and approval of the assignment to CA Pacific Investments, LLC. Sans the change in name, no other changes to the lease agreement are proposed. Thus, all terms will remain the same.

DISCUSSION:

Mr. Wood's rent was set at \$3,726 per year based on the property's net dimensions of 20,700 square feet charged at a \$.18 per square foot per year rate. The property contains a 12,500-gallon fuel storage tank along with a 70 feet wide and 70 feet deep steel aircraft hangar (see Figures 1)

WSD, LLC wishes to assign all of its right, title, interest and duties in, to and under the Hangar Lease to CA Pacific Investments, LLC pursuant to the enclosed Assignment of Lease (see Figure 2).

CA Pacific Investments will be returning to a future City Council Meeting with an amendment to the ground lease which will entail a 15-year term extension which will commence after the

original lease termination date of December 1, 2035. However, this additional 15-year term will be subject to the new airport ground lease rate of \$.32 per square foot per year which was adopted on July 1, 2020 following a rate study held at the Madera Municipal Airport on behalf of Aviation Management Consulting Group.

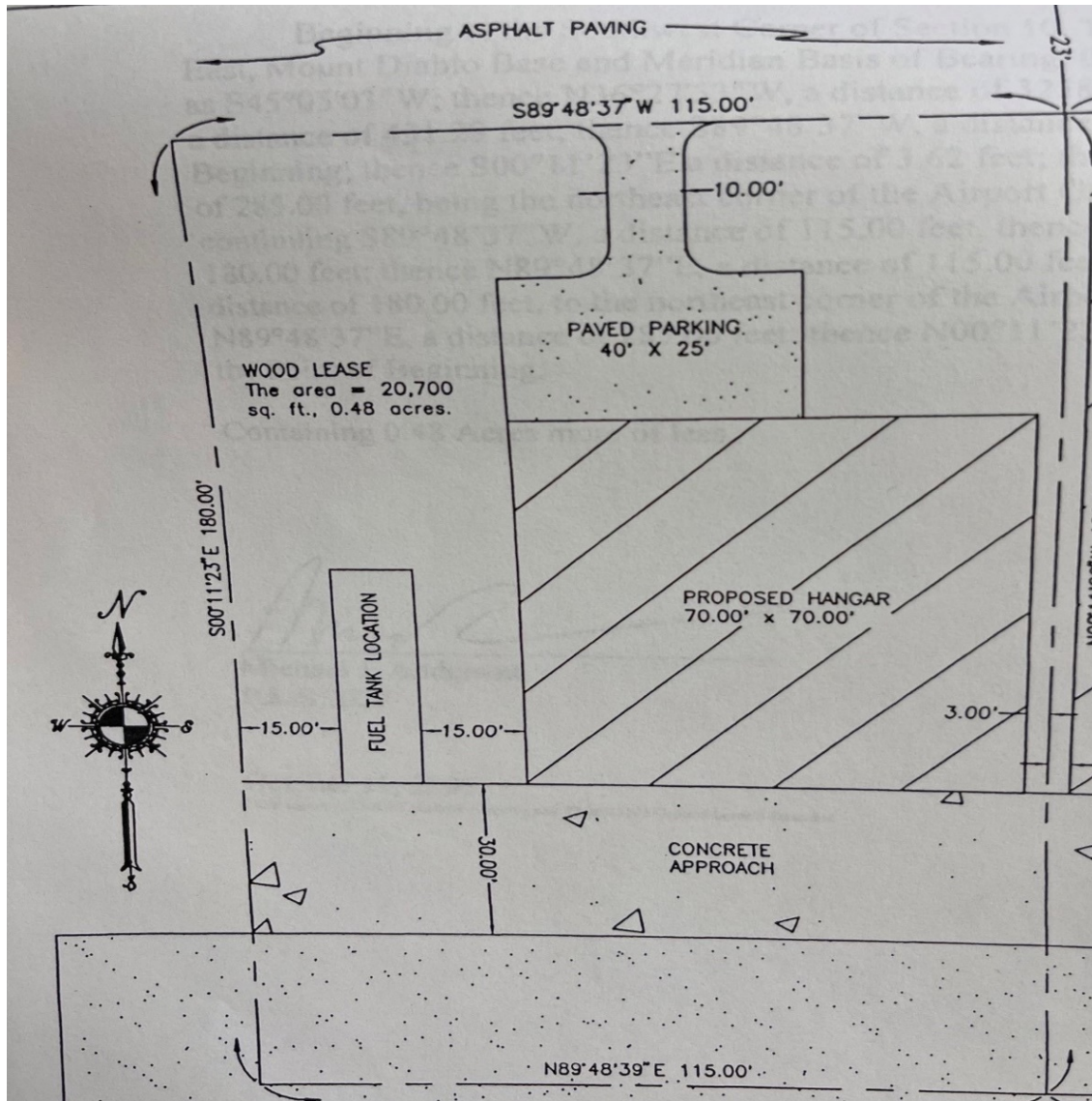


Figure 1: Subject Site Description



Figure 1: Airport, including subject site

FINANCIAL IMPACT:

The Madera Municipal Airport is an Enterprise Fund and all funds received are invested back into the airport. Currently the airport is profiting \$3,726 per year from this property. Whereas, when the lease is subject to the new rate of \$.32 per square foot per year, this profit will double to \$6,624 per year.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may elect to not approve the Assignment of Second Amended Lease Agreement From WSD, LLC to California Pacific Investments.

ATTACHMENTS:

1. Resolution
2. Exhibit 1: Request for Assignment of Hangar Lease

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE ASSIGNMENT OF SECOND AMENDED LEASE
AGREEMENT FROM WSD, LLC TO CALIFORNIA PACIFIC INVESTMENTS**

WHEREAS, the City of Madera ('City') and WSD, LLC are parties to a Second Amended Lease Agreement for airport property which was originally entered into by and between the City and David E. Wood and thereafter assigned to WSD, LLC (the "Hangar Lease"); and

WHEREAS, the City is in receipt of a Request for Assignment of Hangar Lease dated April 14, 2021 from David E. Wood, manager and sole member of WSD, LLC; and

WHEREAS, the request for assignment seeks the City's consent and approval of the assignment to CA Pacific Investments, LLC; and

WHEREAS, City staff has reviewed the request and recommends approval of the assignment; and

WHEREAS, the current lease agreement requires approval of an assignment.

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 approves the assignment of "Second Amended Lease Agreement - Airport Property" dated February 21, 2007, to CA Pacific Investments, LLC .
3. The City Manager or his designee is authorized to execute any documents necessary to effectuate the approval of the assignment.
4. This resolution is effective immediately upon adoption.

* * * * *

WSD, LLC
652 West Cromwell Avenue, Suite 103
Fresno, California 93711
559-432-5164

April 14, 2021

Mr. Daniel Foss
Public Works Director
City of Madera
Public Works
1030 South Gateway
Madera, CA 93637
dfoss@madera.gov

Re: Request for Assignment of Hangar Lease

As you are aware, WSD, LLC is the current lessee under that certain Second Amended Lease Agreement dated as of February 21, 2007 originally entered into by and between the City of Madera and David E. Wood and thereafter assigned to WSD, LLC (the "Lease"), covering the premises described in the Lease at the Madera Airport. As you are also aware, WSD, LLC now wishes to assign all of its right, title, interest and duties in, to and under the Lease to CA Pacific Investments, LLC pursuant to the enclosed Assignment of Lease.

WSD, LLC hereby requests the City of Madera's consent to and approval of that assignment, and the City's execution of the attached Assignment of Lease, at its earliest opportunity. Please place this matter on the agenda for the next available meeting of the City Council.

If you need any further information, please contact Rex Buchanan at 559-432-5164x111 or rbuchanan@wood-ag.com. Thank you for your assistance.

Very truly yours,



David E. Wood
Manager and Sole Member

DEW:sf

Enclosure

cc: Hilda Cantu Montoy, Esq. (w/enclosure)
CA Pacific Investments, LLC (w/enclosure)
Adam Gonzales, City of Madera, Public Works

ASSIGNMENT OF LEASE

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSD, LLC, a California limited liability company ("Assignor") hereby assigns, delegates and transfers to CA Pacific Investments, LLC, a California limited liability company ("Assignee") all of Assignor's right, title, interest and duties in, to and under that certain Second Amended Lease Agreement dated as of February 21, 2007 originally entered into by and between the City of Madera and David E. Wood and thereafter assigned to Assignor (the "Lease"), covering the premises described in the Lease.

This Assignment is effective as of May __, 2021.

WSD, LLC

By: _____
David E. Wood, Manager and Sole Member

ACCEPTANCE OF ASSIGNMENT

Assignee hereby accepts such Assignment, and hereby assumes and agrees to timely keep, perform and be bound by all the terms, covenants, conditions and obligations contained in the Lease on the part of the lessee to be kept and performed as though the undersigned was the original lessee thereunder arising as of the effective date hereof.

This Acceptance is effective as of May __, 2021.

CA PACIFIC INVESTMENTS, LLC

By: _____
Albert M. Buccieri, III, Manager

Text continues on next page

CONSENT AND APPROVAL

The City of Madera hereby consents to the above Assignment and Acceptance and waives any right to object thereto without waiving its rights with respect to future assignments, confirms that the provisions of the Lease with respect to assignment have been complied with, accepts Assignee as the lessee under the Lease effective as of May __, 2021, and certifies that the Lease is a valid and enforceable obligation. WSD, LLC is hereby released from all obligations under the Lease arising on or after May __, 2021.

CITY OF MADERA
A Municipal Corporation of the
State of California

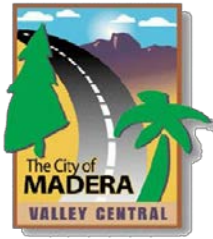
By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

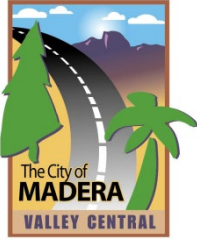


May 5, 2021

**Madera City Council Meeting
Agenda Item E-1**

Retail Sales Tax Update
Informational Report (Report by Roger Sanchez)

There is no written report for this item.



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: May 5, 2021

Agenda Number: E-2

SUBJECT:

Request of a second one-year extension of the current tax sharing agreement between the City and the County of Madera

RECOMMENDATION:

Adopt a resolution approving the second one-year extension to the current tax sharing agreement set to expire June 5, 2021.

SUMMARY:

Historically, the City and County have entered into multi-year a tax sharing agreements (TSA) to streamline compliance with the annexation requirements found in State law and to address various other issues as desired by both parties. The current agreement was a three-year agreement executed on June 6, 2017 through June 5, 2020. A one-year extension was approved by City Council on June 3, 2020 set to expire on June 5, 2021. Per the TSA, the agreement may be extended for two one (1) year terms upon mutual written agreement prior to expiration. This extension would constitute the second one (1) year allowable extension permitted.

With new leadership at the County, it has been the City's intent to set this agreement discussion as a priority. The City has been working extensively with the County Administrative Officer over the past months to finalize a mutual agreement. Negotiations continue and additional time is being requested to ensure final agreement fulfills the best interest of residents in both the City and County areas.

DISCUSSION:

The State laws that govern the annexation of property require that there be an agreement between a city and county regarding the disposition of property taxes generated by the affected properties. Although this agreement may be reached on a project-by-project basis, in many instances cities and counties enter into "master tax sharing agreements" in order to streamline annexation proceedings. Although the State's requirement is to identify how property taxes will

be allocated, the parties to a master TSA may include any issues which they believe are pertinent. Issues that have commonly been addressed in the past include sales tax sharing, development project referrals, jail booking fees, etc.

Key provisions of the current TSA include the following:

- Agreement was executed on June 6, 2017, with an allowable extension of two one (1) year terms upon mutual written agreement prior to expiration.
- The first one-year extension was approved by Council on June 3, 2020, with the extension set to expire on June 5, 2021.
- Property tax revenues collected on property that is annexed into the City is shared with the County.
- The County retains the base property tax revenue, which is property tax amount allocated to that jurisdiction in the fiscal immediately preceding the tax year in which the annexation occurs, and the annual increment is shared with the City receiving one-half ($\frac{1}{2}$) of the increment and the County receiving one-half ($\frac{1}{2}$) of the increment. The increment is the annual growth of the value of the property, limited by State law (e.g. Proposition 13) to two percent (2%) per year.
- The City pays to the County an amount equal to three percent (3%) of the Bradley Burns sales and use taxes received by the City. The Bradley Burns tax is the one percent (1%) sales and use tax allocated to the City by the State from all sales made within the City of Madera.
- City agrees to pay to the County \$50,000 annually to be dedicated for the funding of the Madera County Library System.
- There is a provision in the agreement for the City to provide law enforcement services to the County in the Parkwood area, which is in the County jurisdiction.

If the TSA is not extended past the agreement term of June 5, 2021, the City will not be able to annex property into the City limits. The City and County would move to negotiate on an individual level for every proposed annexation and would have to prepare an agreement for each annexation. If the agreement expires, without an extension, certain key provisions to provide law enforcement services and the payment for Library services may become difficult to address on an individual agreement basis.

In the spirit of cooperation, staff is recommending it is best to continue with an additional extension to the existing TSA in hopes to bring to Council an updated agreement, subject to negotiations with the County.

It is noted that the County Board of Supervisors will also consider the extension.

FINANCIAL IMPACT:

There are no additional financial impacts from the extension of the master tax sharing agreement with the County.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended action supports the Well-Planned Community Vision Statement. "Sound planning helps Madera celebrate its past, balance its present with available resources and infrastructure and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision."

ALTERNATIVES:

The Council may elect to not to approve the additional one-year extension of the TSA between the City of Madera and the County of Madera set to expire June 5, 2021.

ATTACHMENTS:

1. Resolution
2. Existing Master Tax Sharing Agreement
3. City of Madera Resolution Re: Extension of Tax Sharing Agreement adopted June 3, 2020
4. County of Madera Resolution Re: Extension of Tax Sharing Agreement adopted June 2, 2020

Attachment 1:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A ONE-YEAR EXTENSION TO THE CURRENT
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN
THE CITY OF MADERA AND THE COUNTY OF MADERA SET TO EXPIRE
JUNE 5, 2021**

WHEREAS, the City of Madera (City) and the County of Madera (County) entered into a three-year Tax Sharing Agreement (TSA) executed on June 6, 2017;

WHEREAS, a one-year extension was approved by the City which extended the agreement to June 5, 2021;

WHEREAS, Section 13(a) of the TSA allows two, one-year extensions upon mutual written agreement prior to, with an allowable extension of two one (1) year terms upon mutual written agreement prior to expiration; and

WHEREAS, the City of Madera is seeking to approve a second one-year extension of the current TSA between the City of Madera and the County of Madera; and

WHEREAS, the City and County would need to negotiate on an individual level for every proposed annexation and would have to prepare an agreement for each annexation should the existing agreement expire.

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 Council approves the extension of Agreement for Purchase and Sale of Real Property between the City of Madera and the County of Madera set to expire June 5, 2021 for a one-year term through June 7, 2022. The Mayor is authorized to execute the extension of the Agreement as reviewed by the City Manager and approved as to form by the City Attorney.
3. This resolution is effective immediately upon adoption.

* * * * *

Attachment 2:

Existing Master Tax Sharing Agreement

Tax Sharing Agreement between the City of Madera and the County of Madera

THIS AGREEMENT is made and entered into this 6th day of June, 2017, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF MADERA, a municipal corporation of the State of California, hereinafter referred to as "CITY".

RECITALS

- A. COUNTY and CITY wish to work together to develop a fair and equitable approach to property and sales tax sharing and the encouragement of sound economic growth.
- B. In order to encourage economic development and environmentally sound land- use planning, it is important that any tax sharing among COUNTY and CITY be determined in advance to reduce delay and that any arrangement not be fiscally detrimental to either party.
- C. Annexation to CITY of areas within its Sphere of Influence benefit CITY and COUNTY and are key to economic development for CITY and COUNTY and without which there will be, in effect, a reduction of the ability of CITY and COUNTY to serve their citizens.
- D. Close cooperation between COUNTY and CITY is necessary to maintain the quality of life throughout Madera County and deliver needed services in the most cost- efficient manner to all CITY and COUNTY residents.
- E. COUNTY recognizes the need for orderly growth within and adjacent to CITY and for supporting appropriate annexations and promoting the concentration of development within CITY.
- F. Annexation which results in the development of urban uses in response to a clearly demonstrated community demand is appropriate; and well planned and fiscally sound redevelopment of underutilized property can be a valuable tool in the physical and economic development of CITY and COUNTY.

NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

AGREEMENT

- 1. DEFINITIONS. Unless the particular provision or context otherwise requires, the definitions contained in this section and in the Revenue and Taxation Code shall govern the construction, meaning, and application of words used in this Agreement.
 - a. "Base property tax revenues" means property tax revenues allocated by tax rate equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed in the fiscal year immediately preceding the tax year in which property tax revenues are apportioned pursuant to this Agreement, including the amount of State reimbursement for the homeowners' and business inventory exemptions.
 - b. Except as provided in § 3(a), "property tax increment" means revenue from the annual tax increment, as "annual tax increment" is defined in § 98 of the Revenue and Taxation Code, attributable to the tax rate area for the respective tax year.

- c. "Property tax revenue" means base property tax revenue, plus the property tax increment for a given tax rate area.
- d. "Tax rate equivalent" means the factor derived for an agency by dividing the property tax levy for the prior fiscal year computed pursuant to § 97 of the Revenue and Taxation Code by the gross assessed value of the agency for the prior fiscal year.

2. SALES TAX REVENUE EXCHANGE.

- a. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive an amount equal to 3 percent (3%) of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than three percent (3%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to three percent (3%) to COUNTY.
- b. Nothing herein shall be construed so as to require COUNTY to share with CITY sales tax revenues COUNTY has received within the meaning of California Government Code §§ 55700 through 55707 or Article XIII, § 29 of the California Constitution.

3. IMPLEMENTATION OF SALES TAX REVENUE COLLECTION.

- a. Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code § 7200 et seq., hereinafter "Bradley Burns"), CITY shall, within thirty (30) days of the execution of this Agreement, amend its local sales and use tax ordinance. Said amendment shall be expressly made effective the first day following LAFCO approval of the amendment to the City Sphere of Influence. This amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a portion of CITY's one percent (1%) Bradley Burns sales tax that is generated within the incorporated area of CITY, as follows:
 - i. Three percent (3.00%) of the CITY's one percent (1.00%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of three years or as extended by the parties hereto.
- b. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive three percent (3.00%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of three years or as extended by the parties hereto of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than three percent (3.00%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event

that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to three percent (3.00%) to COUNTY.

- c. In order to implement the sales and use tax sharing as contemplated in this Agreement so that said tax sharing is effective on the first day of the month immediately following full execution of this Agreement by all parties, CITY shall remit to COUNTY the amount to which COUNTY would have been entitled to pursuant to the provisions of this Agreement until such time as the tax sharing ordinance to be adopted by the City pursuant to Section 3(a) herein is effective and fully implemented by Board of Equalization. Said remittance shall be made within 30 days of the CITY's receipt of such sales and use tax from the Board of Equalization. In the event that CITY makes payment pursuant to this provision and COUNTY is later paid the same amount by the Board of Equalization, COUNTY shall reimburse CITY the amount overpaid within thirty days of COUNTY's receipt of such overpayment.

It is understood by the parties to this Agreement that the terms set forth herein shall not apply to any general or special sales and use tax which might be adopted by the CITY at any time, and the CITY shall retain 100% of any such special sales or use tax.

4. EXCHANGE OF PROPERTY TAX REVENUES TO BE MADE UNDER § 99 OF THE REVENUE AND TAXATION CODE.

- a. The property tax revenues collected in relation to annexations shall be apportioned between CITY and COUNTY as set forth in § 4(b) below. The parties acknowledge that, pursuant to §§ 54902, 54902.1 and 54903 of the Government Code and §§ 97 and 99 of the Revenue and Taxation Code, the distribution of such property tax revenues will not be effective until the revenues are collected in the tax year following the calendar year in which the statement of boundary changes and the map or plat is filed with the County Assessor and the State Board of Equalization.
- b. In regards to the annexation of real properties, COUNTY will retain all of its base property tax revenue upon annexation. CITY shall receive one-half (1/2) of COUNTY's share of the property tax increment for improvements which increase base property tax assessment and COUNTY shall receive one-half (1/2) of COUNTY's share.

5. USE OF REVENUE FOR LIBRARY SERVICES.

CITY AND COUNTY agree that, in addition to the revenues reallocated from the City to the County by this AGREEMENT, the sum of \$50,000 shall be paid by the City to the County annually for the term of this Agreement and dedicated by the County to the funding of operations of the Madera Branch of the Madera County Library System.

6. CRIMINAL JUSTICE ADMINISTRATION ("BOOKING") FEES.

California Government Code § 29550 provides for the recovery by counties of criminal justice administration ("booking") fees from cities and from other jurisdictions. The State of California currently reimburses the COUNTY for costs associated with booking inmates and the parties agree that COUNTY shall not charge CITY any fees for such costs as long as the State continues such reimbursement. In the event the State discontinues reimbursement of booking fees to the COUNTY, the COUNTY may charge to the CITY an amount up to one half of eligible costs associated with booking CITY inmates in accordance with Government Code § 29550 et seq. In that event COUNTY shall provide CITY with quarterly invoices upon which the CITY shall pay the COUNTY.

7. DEVELOPMENT WITHIN CITY'S URBAN GROWTH BOUNDARY.

- a. Urban development projects which may be contemplated by property owners or developers outside the City limits but within the City's General Plan Urban Growth Boundary, as shown in Exhibit "A", shall be referred to the City for consideration of annexation.
- b. For the purpose of this Agreement, "Urban Development Project" means: general plan amendments, specific plan or area plan amendments, rezonings, conditional use permits, site plan reviews, or other discretionary applications requiring approval by the County Planning Commission or Board of Supervisors, or any combination thereof, for commercial, residential or industrial uses. Institutional uses (including but not limited to schools, churches and other public and semi-public uses) and agricultural oriented uses (including but not limited to dairies and food processing facilities) shall be considered commercial uses under this section for those properties within the proposed Sphere of Influence as shown in Exhibit "B".

An Urban Development Project does not include any project for which a complete application was received by County prior to the effective date of this Agreement.

- c. City shall have 45 days to review the referred project and adopt a resolution of intent to annex if it so chooses. If the City adopts such resolution indicating its intent to annex, it shall have 10 months to take action to prezone the property and approve the project. If City determines that the Urban Development Project requires the preparation of an environmental impact report, City shall have 18 months to complete the prezone and take action to approve the project.
- d. If the City does not adopt a resolution of intent to annex, and if the project is found by City to be consistent with the City's General Plan, County may proceed with its consideration and approval of the Urban Development Project. In those instances, County shall require that the project be developed in conformance with City standards to minimize obstacles to future annexation.

- e. If the project is not found by City to be consistent with City's General Plan, or if the City adopts a resolution of intent to annex but LAFCO denies the application, then the project shall not proceed in either the City or the County.
- f. For Urban Development Projects located within the area shown in Exhibits "C-1 and C-2" (Avenue 18 ½ and SR 99 and Avenue 12 and SR 99), City and County agree to meet and confer to seek a mutually acceptable outcome regarding the development of the project.
 - i) County Chief of Development Services and City Director of Community Development are designated to initiate meet and confer session as necessary under this section.
 - ii) Subsequent to the meet and confer session specified in this section, County may proceed with its consideration and approval of the Urban Development Project for only those areas in Exhibits "C-1 (entirely) and C-2 (only South of Avenue 12)".

8. SPHERE OF INFLUENCE AMENDMENT.

- a. CITY will file a request with LAFCO to amend the Sphere of Influence to include the area designated within Exhibit "B". Such request will be made in conjunction with the completion of a Municipal Services Review (MSR), completed in accordance with the policies of Madera LAFCO.
- b. COUNTY agrees, through the approval of this Tax Sharing Agreement, that it is in support of the amendment to the Sphere of Influence to include the area designated in Exhibit "B" to facilitate the orderly expansion of the City.

9. LAFCO APPROVAL OF SPHERE OF INFLUENCE AMENDMENT.

- a. Both Parties hereto shall be excused from performing their obligations under this Agreement, in the event that for any reason, LAFCO does not approve the Sphere of Influence Amendment within the following timeframes:
 - i. 8 Months from LAFCO's receipt of a complete application by the City, if LAFCO serves in the Lead Capacity for the preparation of the MSR.
 - ii. 3 Months from LAFCO's receipt of a complete application by the City, including an MSR, if the City serves in the lead Capacity for the preparation of the MSR.
- b. If the Parties' performance of their obligations under the referenced sections become excused pursuant to Section 1(a) above, such obligations shall again apply upon LAFCO's approval of the Sphere of Influence Amendment and shall be effective from and after such approval by LAFCO.

- c. During the period in which the Parties' obligations under these Sections are excused, neither party shall accrue any benefits defined in or provided by this Agreement. No monetary payment or other compensation will be due to either Party for the period when both Parties' performance of these obligations is excused.
- d. During the period in which the Parties' obligations under this sections are excused, the Parties agree that this Agreement will not satisfy the requirements of Section 99 of the Revenue and Taxation Code as to agreement on the exchange of property taxes for City annexations.
- e. In the event that LAFCO does not approve the Sphere of Influence Amendment within the times specified in Section 3(a), the Parties agree to meet and confer to determine if alternatives exist to excusing performing under the agreement as described in Sections 3(a) through 3(d). Nothing in this Section 3(d) shall be construed as limiting the authority of either Party to be excused from performance before or after the Parties' meet and confer.

10. CREATION OF PARCEL SIZES LESS THAN 20 ACRES WITHIN SPHERE OF INFLUENCE.

Except in circumstances where both parties agree, land divisions proposing parcels less than 20 acres which are referred to the City for consideration of annexation will be found to be inconsistent with the City's General Plan and shall therefore not be approved. Typical basis for an exception would include division of a previously developed property or creation of a single home site on an agricultural parcel of larger than 20 acres.

11. ADDITIONAL NEW GROWTH AREAS WITHIN CITY GENERAL PLAN PLANNING AREA.

CITY desires the incorporation of a "green belt" or agricultural buffer area around the exterior of its potential urban growth boundary as described in City's General Plan. To this end, County agrees that no New Growth Areas as defined by COUNTY General Plan will be established or designated within the City's General Plan Planning Area.

12. LAW ENFORCEMENT SERVICES TO PARKWOOD.

The City agrees to provide law enforcement services to the County in the Parkwood area as described herein for the Term of the Agreement, unless the Agreement is terminated earlier pursuant to the terms hereof. The Parkwood area, for purposes of this Agreement, is defined as the area bounded by E. Pecan Avenue to the North, Highway 145/S. Madera Avenue to the West, Raymond Thomas Road to the East and the Conrad Street prolongation to the South.

The service delivery level shall be the same as is provided for the City of Madera within the city limits. City shall create a notice which County shall provide to Parkwood residents in the first two utility bills generated after the effective date of this Agreement, informing them that Madera Police Department is providing law enforcement services in the Parkwood area.

County shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents, 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 City's provision of law enforcement services pursuant to this Agreement, 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 this Agreement, the County 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.

City shall indemnify, defend, and hold harmless the County, and its officers, employees, and agents, 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 City's provision of law enforcement services pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County. In the event the County indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from this Agreement, the City shall provide a defense to the County indemnitees, or at the County's option, reimburse the County indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

The Parties to this Agreement expressly agree that this Section 12 providing for law enforcement services is intended to be by and between the County and the City as independent contractors and consequently shall not be construed to create any relationship of employer-employee, agent, servant, partnership, joint venture or any other association between or among the County and the City. Any and all officers performing under this section shall, at all times, exclusively be considered employees of the City. The law enforcement services to be performed by all City officers under this section, including the standards of performance, discipline and control thereof, shall also be the sole responsibility of the City, which shall ensure that its officers provided under this section observe and follow all applicable rules, regulations, policies, practices and standards while performing law enforcement services under this section. All officers performing services under this section shall receive administrative directions and technical support solely from the City Police Department.

13. GENERAL PROVISIONS.

- a. Term. This Agreement shall take effect upon being fully executed by both parties and shall be effective for a period of three (3) years, unless terminated prior to that time by mutual agreement of the parties or as otherwise terminated herein. This Agreement may be extended for two one (1) year terms upon mutual written agreement prior to expiration.
- b. Termination Due to Operation of Law Or Failure of Party to Perform. In addition, should all or any portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, or should any party to this Agreement fail to perform any of its obligations hereunder, or should any party to this Agreement take any action to frustrate

the intentions of the parties as expressed (collectively or independently "event") in this Agreement, then in such event, the parties are obligated to negotiate a resolution of the issues presented by such event. Should the parties fail to meet within thirty (30) days of notice of the event triggering the meeting requirement or should the parties fail to resolve the issues presented by the event, then this entire Agreement, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement, shall immediately be of no force and effect.

- c. Termination Due to Changes in Law. The purpose of this Agreement is to alleviate in part the revenue shortfall experienced by COUNTY, which may result from CITY's annexation of revenue-producing or potentially revenue-producing properties located within the unincorporated area of COUNTY. The purpose of this Agreement is also to enable CITY to proceed with territorial expansion and economic growth consistent with the terms of existing law as mutually understood by the parties as well as to maximize each party's ability to deliver essential governmental services. In entering into this Agreement, the parties mutually assume the continuation of the existing statutory scheme for the distribution of available tax revenues to local government and that assumption is a basic tenet of this Agreement. Accordingly, it is mutually understood and agreed that this Agreement may, by mutual agreement be terminated should changes occur in statutory law, court decisions or State administrative interpretations which negate the basic tenets of this Agreement.
- d. Modification. This Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by COUNTY Board of Supervisors and CITY Council.
- e. Enforcement. COUNTY and CITY each acknowledge that this instrument cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will insofar as is legally possible fully carry out the intent and purposes hereof, if necessary by administrative action independent of ordinances, and that this Agreement may be enforced by injunction to the extent allowed by law.
- f. Entire Agreement; Supersession. With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between COUNTY and CITY except as otherwise provided herein.
- g. Notice. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be delivered by first-class mail or an equal or better form of delivery to the respective parties at the following addresses:

COUNTY:

County Administrative Officer
County of Madera Government Center
200 West 4th Street
Madera, CA 93637

CITY:

City Administrator
City of Madera City Hall
205 West 4th Street
Madera, CA 93637

- h. Notice of Breach. Prior to this Agreement being terminated by COUNTY for failure by CITY to comply with its material obligations hereunder, COUNTY shall provide notice to CITY of such failure, and CITY shall comply with the terms and conditions of this Agreement within thirty (30) days of receipt of notice. If CITY fails to timely comply, CITY shall be in breach of this Agreement and COUNTY may terminate this Agreement as provided herein. During the thirty (30) day notice period and until CITY certifies its compliance in writing and COUNTY accepts in writing, no property tax transfer agreement, as contemplated by the Revenue and Taxation Code, shall exist between COUNTY and CITY with respect to any pending annexations. In like manner, CITY shall give COUNTY thirty (30) days' written notice and opportunity to cure any alleged material noncompliance, breach, or default of this Agreement on the part of COUNTY before terminating this Agreement as provided herein, except that during that period a property tax transfer agreement shall be deemed to exist. The failure of a party to comply with any material obligation imposed by this Agreement that is not remedied within thirty (30) days shall be a material breach and be a ground for termination. Except as otherwise provided in this Agreement for a breach of its terms and conditions, the parties may enforce this Agreement in any manner authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Madera, State of California, on the dates set forth above.

* * * * *

IN WITNESS WHEREOF of the foregoing Agreement is executed on the date and year first above-written.

ATTEST:

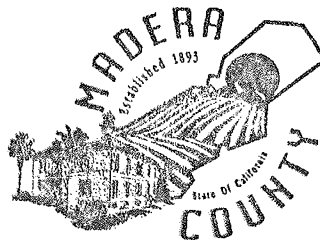
Shirley Garza
Clerk, Board of Supervisors

COUNTY OF MADERA

Max Tuley
Chairman, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: *Regina A. Garza*
Regina A. Garza



Approved as to Form:

ATTEST:

Sonia Alvarez
Madera City Clerk
Sonia Alvarez

CITY OF MADERA

Andrew J. Medellin
Mayor, City of Madera
Andrew J. Medellin

Approved as to Legal Form:
MADERA CITY ATTORNEY
Brent Richardson

By: *Brent Richardson*

Approved as to Form:
MADERA CITY ADMINISTRATOR
David R. Tuley

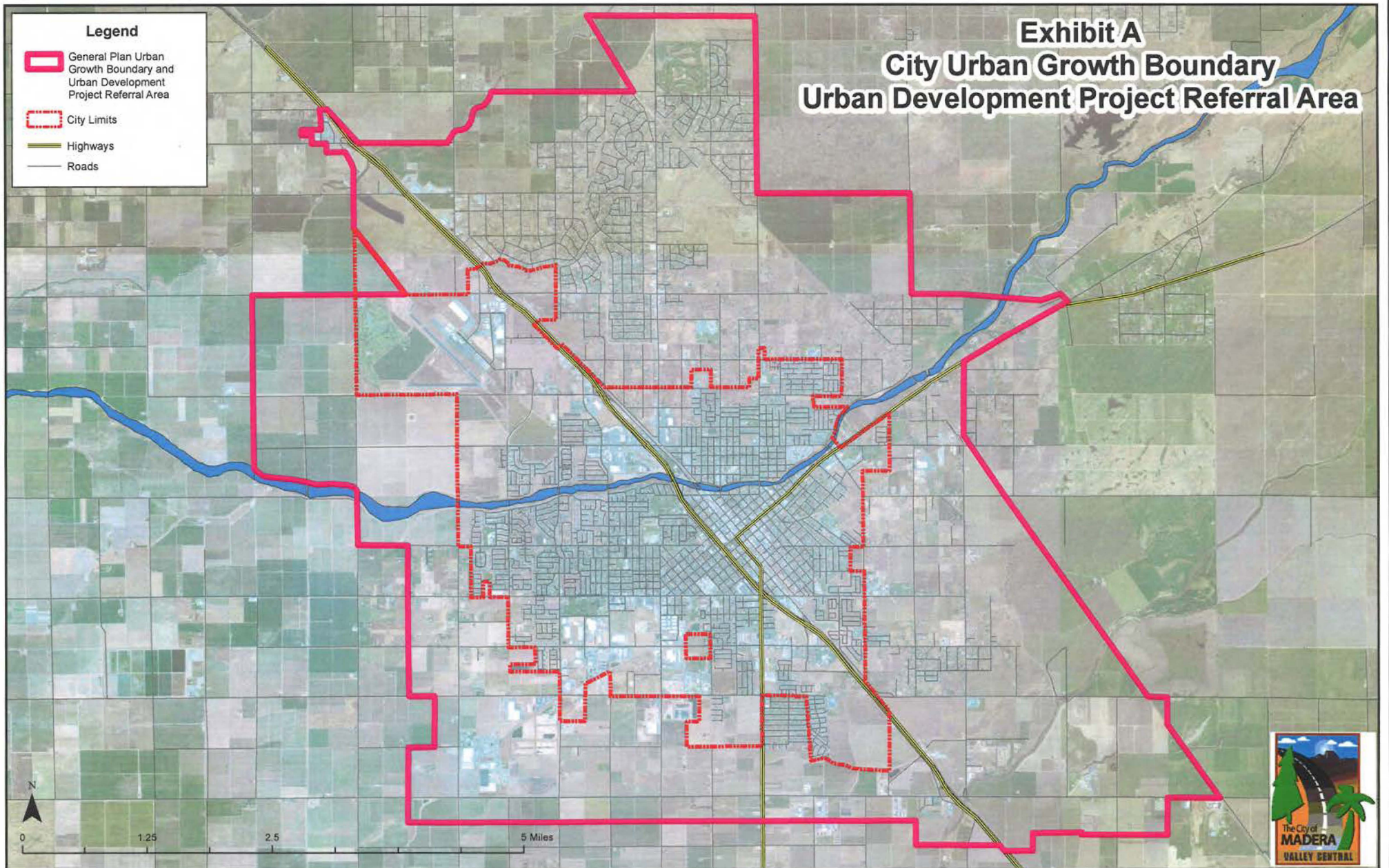
By: *David R. Tuley*

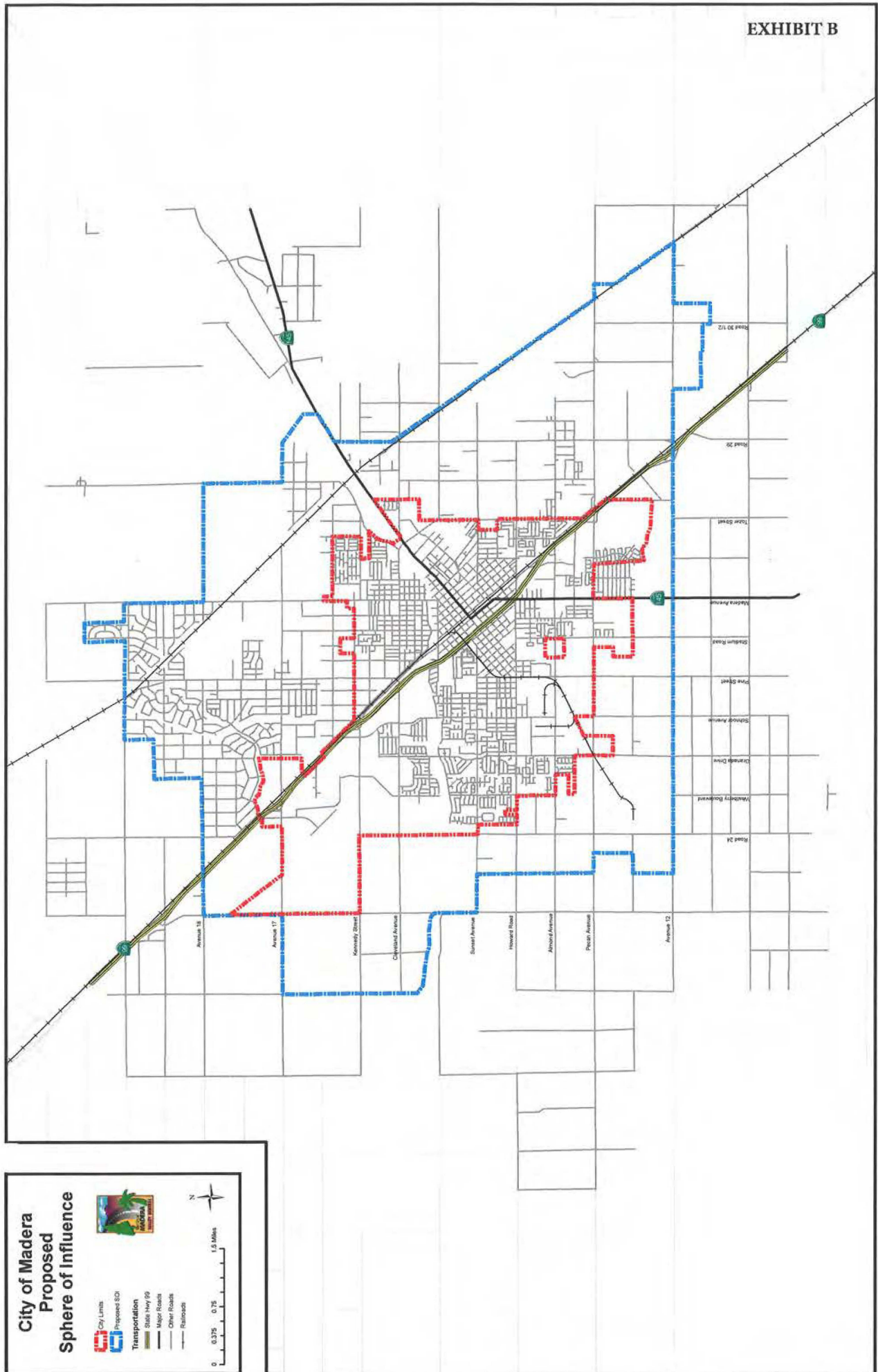


Exhibit A City Urban Growth Boundary Urban Development Project Referral Area

Legend

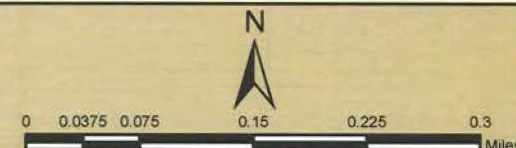
-  General Plan Urban Growth Boundary and Urban Development Project Referral Area
-  City Limits
-  Highways
-  Roads





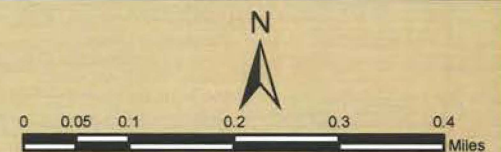


029-260-018	029-260-047	029-260-052	029-270-028	029-280-004
029-260-019	029-260-049	029-260-059	029-270-036	029-280-027
029-260-038	029-260-050	029-260-060	029-280-003	029-280-031
029-260-040	029-260-051	029-270-025		





047-050-007	047-050-060	047-060-040	047-100-041	047-101-008	047-101-014
047-050-017	047-060-025	047-060-041	047-100-042	047-101-009	047-101-015
047-050-021	047-060-031	047-100-004	047-101-002	047-101-010	047-110-014
047-050-049	047-060-032	047-100-015	047-101-003	047-101-011	047-110-016
047-050-050	047-060-038	047-100-017	047-101-004	047-101-012	047-110-017
047-050-059	047-060-039	047-100-023	047-101-007	047-101-013	



Attachment 3:

City of Madera Resolution Re: Extension of Tax Sharing Agreement
adopted June 3, 2020

RESOLUTION NO. 20-87

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A ONE-YEAR EXTENSION TO THE CURRENT
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN
THE CITY OF MADERA AND THE COUNTY OF MADERA SET TO EXPIRE
JUNE 5, 2020**

WHEREAS, the City of Madera (City) and the County of Madera (County) entered into a three-year Tax Sharing Agreement (TSA) executed on June 6, 2017;

WHEREAS, the current agreement is set to expire on June 5, 2020; and

WHEREAS, Section 13(a) of the TSA allows two, one-year extensions upon mutual written agreement prior to, with an allowable extension of two one (1) year terms upon mutual written agreement prior to expiration; and

WHEREAS, the City of Madera is seeking to approve a one-year extension of the current TSA between the City of Madera and the County of Madera; and

WHEREAS, the City and County would need to negotiate on an individual level for every proposed annexation and would have to prepare an agreement for each annexation should the existing agreement expire.

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 Council approves the extension of Agreement for Purchase and Sale of Real Property between the City of Madera and the County of Madera set to expire June 5, 2020 for a one-year term through June 5, 2021. The Mayor is authorized to execute the extension of the Agreement as reviewed by the City Manager and approved as to form by the City Attorney.
3. This resolution is effective immediately upon adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 3rd day of June 2020 by the following vote:

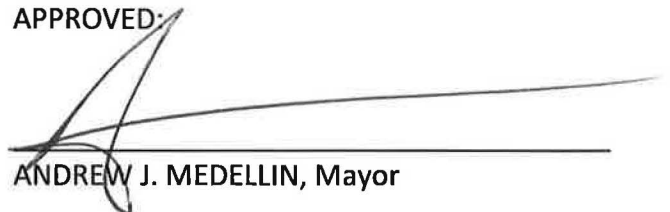
AYES: Mayor Medellin, Council Members Garcia, Gallegos, Rodriguez, Montes, Robinson, Holley.

NOES: None.

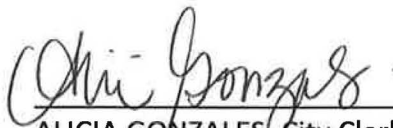
ABSTENTIONS: None.

ABSENT: None.

APPROVED:


ANDREW J. MEDELLIN, Mayor

ATTEST:


ALICIA GONZALES, City Clerk



Attachment 4:

County of Madera Resolution Re: Extension of Tax Sharing Agreement
adopted June 2, 2020

MADERA COUNTY CONTRACT NO. 10896A-C-2020
(Extension of Tax Sharing Agreement between the City of Madera and the County of Madera)

THIS EXTENSION is made and entered into this 3rd day of June, 2020, by and between COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF MADERA, a municipal corporation of the State of California, hereinafter referred to as "CITY".

RECITALS

A. The Parties previously executed Madera County Contract No. 10896-C-2017, the "Tax Sharing Agreement between the City of Madera and the County of Madera" on June 6, 2017 (the "Agreement") and, pursuant to paragraph 13(a) of the Agreement, now desire to extend the TERM for one (1) additional year.

EXTENSION

1. Pursuant to the provisions of Paragraph 13(a) of the Agreement, the TERM is hereby extended through June 7, 2021.

2. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF the foregoing Extension is executed on the date and year first above-written.



ATTEST:

Shonda M. Cargill
Clerk, Board of Supervisors

COUNTY OF MADERA

Scott Pfeiffer
Chairman, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

DALE E.
By: BACIGALUPI
Digitally signed by: DALE E.
BACIGALUPI
DN: CN = DALE E. BACIGALUPI email
= dbacigalupi@lozanosmith.com C = US
Date: 2020.05.28 12:42:38 -0700

CITY OF MADERA

ATTEST:

Shirley Gonzales
Madera City Clerk

By: Andrew J. Medellin
(Signature)
Andrew J. Medellin
(Print)

Title: Mayor

Approved as to Legal Form:
Madera City Attorney

By: Hilda Cantin Monty

Approved as to Legal Form:
Madera City Administrator

By: Antonio Rangel

