



REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, August 3, 2022
6:00 p.m.

Council Chambers
City Hall

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 825 3428 0298#. 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 Anita Evans, District 4
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing August as American Muslim Appreciation and Awareness Month

INTRODUCTIONS:

1. Introduction of Kristi Johnson, Grants Program Manager
2. Introduction of Will Tackett, Community Development Director

A. WORKSHOP:

A-1 2022/23 Budget Workshop (Report by Kingsley Okereke)

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 – 4/6/22, 4/18/22

Recommendation: Approve the City Council Minutes of April 6, 2022 and April 18, 2022

B-2 Informational Report on Register of Audited Demands for July 9, 2022 to July 22, 2022

Recommendation: No Action Required (Report by Kingsley Okereke)

B-3 Remote City Council Meetings Under Brown Act Requirements (AB 361)

Recommendation: Council to Decide to Adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days (Report by Arnolando Rodriguez)

B-4 Participation in the Madera County Department of Public Health Emergency Preparedness Subcommittee Hospital Preparedness Program

Recommendation: Adopt a Minute Order Approving a Letter of Participation as a Participating Member in the Madera County Department of Public Health Emergency Preparedness Subcommittee Hospital Preparedness Program and Authorizing the City Manager to sign the letter (Report by Wendy Silva)

B-5 Sidewalk Improvements to Maple, Santa Cruz, and Monterey Streets

Recommendation: Adopt a Minute Order Approving:

- 1) Acceptance of the Construction of Sidewalk Improvement – Maple Street – Santa Cruz Street – Monterey Street, CDBG Project No. B19MC060053, City Project No. R-84
- 2) The Recording of Notice of Completion
- 3) The Release of Retention 35 Days after Recording of the Notice of Completion (Report by Keith Helmuth)

B-6 Engineering Design Services for Bid Package 3 Sidewalk Improvements at Various Locations

Recommendation:

- 1) Adopt a Resolution Approving a Consultant Services Agreement with O'Dell Engineering in the amount of \$402,344 for Engineering Design Services for Bid Package

3 Sidewalk Improvements at Various Locations, City Project R-94, AHSC Project No. 19-AHSC-12760;

- 2) Adopt A Resolution Appropriating \$450,000 to Fiscal Year 2022/23 Capital Projects, City Project R-94, AHSC Project No. 19-AHSC-12760 (Report by Keith Helmuth)

B-7 Amendment No. 2 to the Lease Agreement between the City and Madera Cab Company

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Lease Agreement between the City and Madera Cab Company for the use of office space at the Madera Intermodal Transit Center (Report by Kingsley Okereke)

B-8 Federal Transit Administration Grant Application for Transit Capital Assistance

Recommendation: Adopt a Resolution Authorizing Submittal of a Federal Transit Administration (FTA) Section 5307 Grant Application in the amount of \$698,053 (Report by Kingsley Okereke)

B-9 Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District

Recommendation: Staff recommends that the Council:

- 1) Adopt a Resolution:
 - a. Approving the Final Map for the Vineyard Estates Phase III-A Subdivision
 - b. Approving Improvement Agreement for the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)
 - c. Authorizing staff to record the Final Map and Improvement Agreement
 - d. Accepting the Dedication of Land for Public Use
- 2) Adopt a Resolution:

Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 27B, to Review the Improvements and Assessments for Fiscal year 2023/24, and Setting a Public Hearing (Report by Keith Helmuth)

B-10 Consideration of a Minute Order Acceptance of a Fee Waiver to UFW Foundation

Recommendation: Adopt a Minute Order Approving a Fee Waiver to the UFW Foundation for the Rental of the Rotary Park Facilities regarding the “Farm Worker March for the Governor Signature: AB-1283” (Report by Joseph Hebert)

C. PUBLIC HEARINGS: None

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

D-1 Engineering Design Services for the Westberry Bridge at the Fresno River

Recommendation:

- 1) Adopt a Resolution Approving an Engineering Consultant Services Agreement with Cornerstone Structural Engineering Group Inc. for a fee of \$1,015,144 for Engineering Design Services for the Westberry Bridge and 10% Contingency
- 2) Adopt a Resolution Appropriating \$1,250,000 in the Fiscal Year 2022/23 Capital Projects Budget for the project (Report by Keith Helmuth)

D-2 Franchise Agreement with Mid Valley Disposal for the Collection, Transportation, and Recycling of Solid Waste Services

Recommendation: Adopt a Resolution Approving the Proposed Agreement with Mid Valley Disposal for the Collection, Transportation, and Recycling of Solid Waste Services (Report by Arnolando Rodriguez)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION: None

ADJOURNMENT:

UPCOMING MEETING DATES:

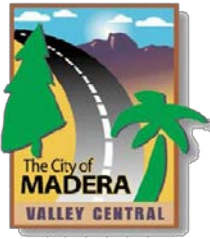
- Wednesday, August 17, 2022
- Wednesday, September 21, 2022

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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.
 - A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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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 August 3, 2022, near the front entrances of City Hall and on the City's website www.madera.gov at 3:00 p.m. on July 29, 2022.



Alicia Gonzales, City Clerk

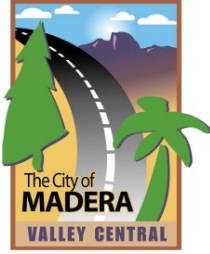


August 3, 2022

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

2022/23 Budget Workshop
(Report by Kingsley Okereke)

There is no written report for this item.



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| Item: | B-1 |
| Minutes for: | 04/18/2022 |
| Adopted: | 08/03/2022 |

Minutes of a Special Meeting of the Madera City Council

April 18, 2022
6:00 p.m.

Council Chambers
City Hall

The Council Chambers was open to the public. This meeting was also available for public viewing and participation through Zoom. Members of the public were also able to observe the live streamed meeting on the City’s website at www.madera.gov/live. Members of the public were able to comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 835 7947 8512#. 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 6:02 p.m.

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Anita Evans, District 4
Councilmember Steve Montes, District 3
Councilmember Artemio Villegas, District 6

Absent: Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Elsa Mejia, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Information Services Manager Mark Souders, and Communication Specialist Joseph Carrello.

INVOCATION: Mayor Pro Tem Evans

PLEDGE OF ALLEGIANCE: Councilmember Villegas

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM EVANS. THE AGENDA APPROVED BY A 4/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MEJIA. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 4 – COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

PUBLIC COMMENT:

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

No public comment was given. Public comment was closed.

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

A-1 Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

Recommendation:

- 1) Council to decide to allow Public Meetings by the City Council and all Boards, Commissions, and Standing Committees of the City with the remote meeting requirements set forth by the Brown Act; or
- 2) Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days (Report by Arnaldo Rodriguez)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM EVANS. ITEM A-1 WAS APPROVED BY A 4/0 VOTE. NOES: NONE. ABSENT: COUNCILMEMBERS GALLEGOS, RODRIGUEZ, MEJIA. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 4 –
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR A PERIOD OF THIRTY DAYS

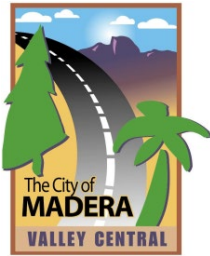
ADJOURNMENT: The meeting was adjourned at 6:10 p.m.

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



| | |
|--------------|------------|
| Item: | B-1 |
| Minutes for: | 04/06/2022 |
| Adopted: | 08/03/2022 |

Minutes of a Regular Meeting of the Madera City Council

**April 6, 2022
6:00 p.m.**

**Council Chambers
City Hall**

The Council Chambers was open to the public. This meeting was also available for public viewing and participation through Zoom. Members of the public were also able to observe the live streamed meeting on the City’s website at www.madera.gov/live. Members of the public were able to comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 832 4575 0984. 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 Anita Evans, District 4
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Arrived at 6:03 p.m.)
Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Interim Director of Financial Services Anthony Forestiere, Fire Division Chief Matt Watson, Grants Administrator Marcela Zuniga, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Interim Parks Director Joseph Hebert, Planning Manager Gary Conte, Police Chief Dino Lawson, Interim Public Works Director Dan Foss, Deputy City Engineer Ellen Bitter, Senior Civil Engineer Steve Bettencourt, Assistant Planner Ricardo Olea, Finance Consultant Vicki Crow, Senior Planner Robert Smith, and Communication Specialist Joseph Carrello.

INVOCATION: Rabbi Paul Gordon, Congregation Beth Jacob

PLEDGE OF ALLEGIANCE: Councilmember Montes

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM EVANS, THE AGENDA AND DECIDING TO MOVE ITEM B-5 TO THE NEXT MEETING WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER 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.

Two community members spoke regarding garage sale signs. They stated that they were unaware they couldn't put signs on neighboring lawns even with the property owners permission. They asked about the garage sale rules and stated they had not seen anything about garage sales in the newsletter that is included in the utility bill. Mayor Garcia stated that Council couldn't address their concerns at that time as it was not on the agenda. He directed them to Police Chief Lawson who was in the back of the room and advised that Chief Lawson would be able to assist them.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Pisk Family Celebration Day
3. Proclamation Recognizing the Month of April as Sexual Assault Awareness Month
4. Madera County Historical Society Certificate of Recognition

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, THE CONSENT CALENDAR WAS APPROVED BY A 7/0 VOTE EXCEPT FOR ITEM B-1 WHICH WAS APPROVED BY A 6/1 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: COUNCILMEMBER MEJIA ABSTAINED FROM ITEM B-1.

THE MOTION FOR ALL ITEMS EXCEPT B-1 PASSED WITH THE FOLLOWING VOTE:

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS (ABSTAINED FROM ITEM B-1)
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

B-1 Minutes – 08/18/21, 10/28/21

Recommendation: Approve the City Council Minutes of August 18, 2021 and October 28, 2021

B-2 Informational Report on Register of Audited Demands for March 5, 2022 to March 25, 2022

Recommendation: No Action Required (Report by Anthony Forestiere)

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

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

B-4 Agreement with Prudential Overall Supply for Uniform Rental and Laundry Services

Recommendation: Adopt a Resolution Approving an Agreement for Prudential Overall Supply to Provide Uniform Rental and Laundry Services to the City (Report by Daniel Foss)

RES 22-36 A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PRUDENTIAL OVERALL SUPPLY FOR UNIFORM RENTAL AND LAUNDRY SERVICES

B-5 Madera Americans with Disabilities Act (ADA) Advisory Council Bylaws

Recommendation: Adopt a Resolution Amending the Madera ADA Advisory Council Bylaws (Report by Wendy Silva)

This item was moved to the next meeting date.

B-6 Ratification of Revisions to COVID-19 Emergency Policy No. 2

Recommendation: Adopt a Minute Order Ratifying Issuance of Revised COVID-19 Emergency Policy No. 2: COVID-19 Paid Leave by the City Manager in his role as Director of Emergency Services (Report by Wendy Silva)

B-7 Second Reading and Adoption of an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries

Recommendation: Waive Full Reading and Adopt an Ordinance Amending Section 2-1.21 of Chapter 1 of Title II of the Madera Municipal Code Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council Boundaries (Report by Alicia Gonzales)

ORD 988 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 2-1.21 OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE REGARDING BY-DISTRICT ELECTIONS, ADJUSTING THE BOUNDARIES OF CITY COUNCIL ELECTION DISTRICTS AND CONFIRMING SUCH REVISED COUNCIL DISTRICT BOUNDARIES

C. PUBLIC HEARINGS:

C-1 Torres Way General Plan Amendment (GPA 2021-01) and related Negative Declaration (ENV 2021-64)

Recommendation: Conduct a Public Hearing, Make the Necessary Findings, and Adopt a Resolution Adopting the Initial Study/Negative Declaration and Approve a General Plan Land Use Designation Amendment from LD (Low Density Residential) to HD (High Density Residential) (Report by Gary Conte)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 –
COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-37 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE INITIAL STUDY/NEGATIVE DECLARATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING THE AMENDMENT OF

THE GENERAL PLAN LAND USE DESIGNATION AT THE WEST SIDE OF TORRES WAY BETWEEN WEST LINCOLN AVENUE AND WEST SOUTH STREET FROM THE LD (LOW DENSITY) TO HD (HIGH DENSITY)

C-2 Rezone Property Located at 801 South Gateway

Recommendation: Conduct a Public Hearing, Make Necessary Findings, and Waive Full Reading and Introduce an Ordinance Rezoning Approximately 0.27 acres at 801 South Gateway Drive (APN 011-111-005) from an I – Industrial Zone district to a C2 – Heavy Commercial Zone District (Report by Gary Conte)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.27 ACRES OF PROPERTY LOCATED AT 801 SOUTH GATEWAY DRIVE (APN: 011-111-005) FROM THE I – INDUSTRIAL TO THE C2 – HEAVY COMMERCIAL ZONE DISTRICT

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

D-1 Update on Water, Sewer, Storm Drainage and Solid Waste Rate Studies, Confirmation of Direction on Utility Rate increases and Consideration of a Resolution Approving a Date for Prop 218 Public Hearing for Water, Sewer, Storm Drainage and Solid Waste Rate Increases

Recommendation: Staff recommends that the Council, after considering the information presented, adopt a resolution accepting the rate study relating to water, sewer, storm drainage and solid waste; authorizing required actions under Proposition 218; and setting Proposition 218 public hearing date of June 15, 2022 to consider rates (Report by Anthony Forestiere)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 –
COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA

RES 22-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING THE RATE STUDY RELATING TO WATER, SEWER, STORM DRAINAGE AND SOLID WASTE; AUTHORIZING REQUIRED ACTIONS UNDER PROPOSITION 218; AND SETTING A PROPOSITION 218 PUBLIC HEARING DATE TO CONSIDER RATE INCREASES

D-2 Amending the Municipal Code to Remove the Superseded Section Relating to the Appointment Process for Members of the Civil Service Commission

Recommendation: Waive further reading and introduce an ordinance amending §2-2.303 of Title II of the Madera Municipal Code relating to the Civil Service Commission (Report by Wendy Silva)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

ABSENT: 1 - COUNCILMEMBER RODRIGUEZ

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 2-2.303 OF TITLE II, CHAPTER 2 OF THE MADERA MUNICIPAL CODE RELATING TO THE CIVIL SERVICE COMMISSION

D-3 Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers for Design Services for Shoulder Paving and Sidewalks

Recommendation:

- 1) Adopt a Resolution Approving a Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. in the amount of \$264,750 for Engineering Design Services for Shoulder Paving on Raymond Road - City Project R-37, Storey Road – City Project R-60, Pecan Avenue – City Project R-67, and Sidewalks on Schnoor Avenue – City Project R-58, and Washington School area – City Project R-93; and
- 2) Adopt a Resolution Approving Funding Amendment Appropriating \$75,000 to the City of Madera Fiscal Year (FY) 2021/22 Capital Projects Budget for the Engineering Design Services for Shoulder Paving on Raymond Road - City Project R-37, Storey Road – City Project R-60, Pecan Avenue – City Project R-67, and Sidewalks on Schnoor Avenue – City Project R-58, and Washington School area – City Project R-93 (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 (1 & 2) WAS APPROVED BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

RES 22-39 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A CONSULTANT SERVICES AGREEMENT WITH BLAIR, CHURCH AND FLYNN CONSULTING ENGINEERS, INC IN THE AMOUNT OF \$264,750.00 FOR ENGINEERING DESIGN SERVICES FOR SHOULDER PAVING ON RAYMOND ROAD - CITY PROJECT R-37, STOREY ROAD - CITY PROJECT R-60, PECAN AVENUE - CITY PROJECT R-67, AND SIDEWALKS ON SCHNOOR AVENUE - CITY PROJECT R-58, AND WASHINGTON SCHOOL AREA - CITY PROJECT R-93

RES 22-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPRIATING \$75,000 TO THE CITY OF MADERA FISCAL YEAR (FY) 2021/22 CAPITAL PROJECTS BUDGET FOR THE ENGINEERING DESIGN SERVICES FOR SHOULDER PAVING ON RAYMOND ROAD - CITY PROJECT R-37, STOREY ROAD - CITY PROJECT R-60, AND SIDEWALKS ON SCHNOOR AVENUE - CITY PROJECT R-58, AND WASHINGTON SCHOOL AREA - CITY PROJECT R-93

D-4 Contract Award for Groundwater Monitoring Well Installation services for the Wastewater Treatment Plant

Recommendation: Adopt a Resolution Approving the Contract Award for Groundwater Monitoring Well Installation Services, WWTP Project No. 20-01, in the amount of \$234,000 to Maggiora Brothers Drilling, Inc. (Report by Daniel Foss)

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

**YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

RES 22-41 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF THE CONTRACT FOR THE CONSTRUCTION OF GROUNDWATER MONITORING WELLS AT THE WASTEWATER TREATMENT PLANT PROJECT NO. 20-01 TO MAGGIORA BROTHERS DRILLING INC., IN THE AMOUNT OF \$234,000 AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Gallegos mentioned a ribbon cutting for Fire Station 58 that took place on March 30th and thanked the Police and Fire Departments for their participation in making it a successful event. She also mentioned the Lion’s Club Annual 100th Anniversary 5k Run that took place April 2nd and stated that Madera Police Department Lieutenant Arnold’s son finished in first place.

Councilmember Rodriguez thanked the community for attending the ribbon-cutting for Station 58 and thanked Chief Watson for hosting the event. He stated that he was in agreement with item D-2.

Councilmember Montes thanked the community for attending the Station 58 ribbon cutting. He mentioned some of the construction projects taking place in the community and thanked Staff for their efforts in making these improvements

Mayor Pro Tem Evans thanked the community for attending the Station 58 ribbon cutting. She mentioned the ribbon cutting for Boot Barn that took place April 1st and welcomed them to Madera. Mayor Pro Tem Evans encouraged those in attendance and the community to follow COVID-19 guidelines concerning vaccinations.

Councilmember Mejia had nothing to report.

Councilmember Villegas had nothing to report.

Mayor Garcia thanked everyone in attendance and thanked Staff for a job well done.

G. CLOSED SESSION: None.

ADJOURNMENT: The meeting was adjourned at 8:06 p.m.

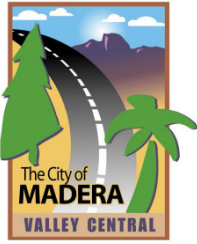
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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:

Anthony R. Forestiere

Department Director

Luis Rodriguez

City Manager

Council Meeting of: August 3, 2022

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for July 9, 2022 to July 22, 2022

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of July 9, 2022 to July 22, 2022 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

| <i>Table 1: Warrant Distribution Summary</i> | | |
|--|------------------|----------------|
| <i>Description</i> | <i>Check #'s</i> | <i>Amount</i> |
| <i>General Warrants</i> | 33354– 33540 | \$9,272,975.66 |

| <i>Table 2: Wire Transfer Summary</i> | | |
|---------------------------------------|---------------|---------------|
| <i>Description</i> | <i>Vendor</i> | <i>Amount</i> |
| <i>Payroll and Taxes</i> | Union Bank | \$720,104.91 |
| <i>SDI</i> | EDD | \$2,828.92 |
| <i>CalPERS Payment</i> | CalPERS | \$126,083.26 |

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2021/2022 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 2021/2022 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
August 3, 2022

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|-------------|------------------|----------------------------------|--|--------------|
| 33354 | 07/12/2022 | ENGINEERING | ENGINEERING | ACRO SERVICE CORPORATION | TEMP SERVICES - ENGINEERING | \$ 4,800.00 |
| 33354 | 07/12/2022 | PLANNING | PLANNING | ACRO SERVICE CORPORATION | CONSULTING SERVICES - PLANNING | \$ 1,800.00 |
| 33355 | 07/12/2022 | FINANCE | PAYROLL TRUST | COURT ORDERED DEBT COLLECTIONS | COURT ORDERED DEBT COLLECTION | \$ 26.61 |
| 33356 | 07/12/2022 | FINANCE | PAYROLL TRUST | CA DEPARTMENT OF CHILD SUPPORT | CHILD SUPPORT DEDUCTIONS | \$ 1,661.49 |
| 33357 | 07/12/2022 | PD OPS | MEAS K - PD | HARRY D. WILSON INC. | BMW 1250 - OIL CHANGE | \$ 208.34 |
| 33358 | 07/12/2022 | FINANCE | PAYROLL TRUST | MID-MGMT EMPLOYEE GROUP | 06/22 MONTHLY DUES | \$ 520.00 |
| 33359 | 07/12/2022 | PARKS ADMIN | SPORTS PROGRAMS | J & D MANUFACTURING | LIL HOOPSTERS BASKETBALL SHIRTS | \$ 273.87 |
| 33359 | 07/12/2022 | PARKS ADMIN | SPORTS PROGRAMS | J & D MANUFACTURING | TINY TIKES TRACK AND FIELD | \$ 178.61 |
| 33359 | 07/12/2022 | PARKS ADMIN | SPORTS PROGRAMS | J & D MANUFACTURING | COED SOFTBALL CHAMP SHIRTS | \$ 182.94 |
| 33360 | 07/12/2022 | PD OPS | SUPP LAW ENF | LEATHAM FAMILY, LLC | BADGE ORDER | \$ 160.73 |
| 33361 | 07/12/2022 | PD OPS | PD OPS | TIM J LAW | EMPLOYMENT BACKGROUND | \$ 700.00 |
| 33362 | 07/12/2022 | IS | COMPUTER MAINT | ZOHO CORPORATION | MANAGE ENGINE NETWORK TOOLS MAINT | \$ 6,187.00 |
| 33363 | 07/12/2022 | PD OPS | SUPP LAW ENF | PACIFIC STORAGE COMPANY | SHREDDING SERVICES | \$ 332.00 |
| 33364 | 07/12/2022 | GRANTS | CDBG PUB IMPR | HABITAT FOR HUMANITY FRESNO INC. | CDBG 20-21 HOME REPAIR PROGRAM | \$ 27,435.94 |
| 33364 | 07/12/2022 | GRANTS | CDBG PUB IMPR | HABITAT FOR HUMANITY FRESNO INC. | CDBG 21-22 EXTERIOR PAINT PROGRAM | \$ 6,273.40 |
| 33365 | 07/12/2022 | CITY CLERK | CITY CLERK | GENERAL LOGISTICS SYSTEMS US INC | OVERNIGHT MAIL TO CITY ATTORNEY | \$ 7.93 |
| 33366 | 07/12/2022 | ENGINEERING | WATER CAPITAL | DAVIDS ENGINEERING, INC. | GSP ANNUAL REPORT | \$ 819.25 |
| 33367 | 07/12/2022 | FLEET MAINT | TRANS - FIXED | MADERA GLASS AND BODY, INC. | BUS DECAL WRAP REMOVALS | \$ 276.48 |
| 33367 | 07/12/2022 | FLEET MAINT | MEAS T -TRANSIT | MADERA GLASS AND BODY, INC. | BUS DECAL WRAP REMOVALS | \$ 1,011.52 |
| 33368 | 07/12/2022 | FINANCE | AIRPORT OPS | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 130.38 |
| 33368 | 07/12/2022 | FINANCE | ANIMAL CONTROL | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 361.90 |
| 33368 | 07/12/2022 | FINANCE | BUILDING | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 119.18 |
| 33368 | 07/12/2022 | FINANCE | CODE ENF | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 415.36 |
| 33368 | 07/12/2022 | FINANCE | DRAINAGE | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 544.93 |
| 33368 | 07/12/2022 | FINANCE | ENGINEERING | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 246.96 |
| 33368 | 07/12/2022 | FINANCE | FACILITIES MAINT | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 737.52 |
| 33368 | 07/12/2022 | FINANCE | FLEET MAINT | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 109.56 |
| 33368 | 07/12/2022 | FINANCE | FLEET MOTOR POOL | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 77.85 |
| 33368 | 07/12/2022 | FINANCE | GRAFFITI ABATE | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 1,031.57 |
| 33368 | 07/12/2022 | FINANCE | PARKS | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 4,645.52 |
| 33368 | 07/12/2022 | FINANCE | STREETS | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 2,175.17 |
| 33368 | 07/12/2022 | FINANCE | SEWER OPS | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 1,191.86 |
| 33368 | 07/12/2022 | FINANCE | STREET CLEANING | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 2,626.70 |
| 33368 | 07/12/2022 | FINANCE | TRANS - FIXED | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 2,372.42 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|------------|------------------|--|--|-------------|
| 33368 | 07/12/2022 | FINANCE | TRANS - DAR | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 2,158.55 |
| 33368 | 07/12/2022 | FINANCE | WATER OPS | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 2,009.08 |
| 33368 | 07/12/2022 | FINANCE | WATER QUALITY | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 736.27 |
| 33368 | 07/12/2022 | FINANCE | WWTP | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 346.80 |
| 33368 | 07/12/2022 | FINANCE | PD OPS | VAN DE POL ENTERPRISES, INC. | FUEL FOR CITY VEHICLES 06/01/22-06/15/22 | \$ 9,507.18 |
| 33368 | 07/12/2022 | FIRE | FIRE | VAN DE POL ENTERPRISES, INC. | FUEL CDF - BULK DIESEL | \$ 4,974.80 |
| 33368 | 07/12/2022 | FIRE | FIRE | VAN DE POL ENTERPRISES, INC. | FUEL CDF - 06/01/22-06/15/22 | \$ 798.76 |
| 33369 | 07/12/2022 | PD OPS | SUPP LAW ENF | LAW DOG K9 | BOARD & CARE - RIGGO | \$ 3,000.00 |
| 33370 | 07/12/2022 | GRANTS | CDBG PUBLIC SVC | OLIVE CHARITABLE ORGANIZATION | CDBG 21-22 APR 2022 | \$ 2,111.16 |
| 33370 | 07/12/2022 | GRANTS | CDBG PUBLIC SVC | OLIVE CHARITABLE ORGANIZATION | CDBG 21-22 MAR 2022 | \$ 3,930.40 |
| 33371 | 07/12/2022 | PLANNING | PLANNING | CALIFORNIA STTE UNIVERSITY BAKERSFIELD | RECORDS REQUEST | \$ 300.00 |
| 33372 | 07/12/2022 | PD OPS | SUPP LAW ENF | CINTAS CORPORATION | MEDICAL SUPPLIES | \$ 98.11 |
| 33373 | 07/12/2022 | PARKS | AQUATICS PROGRM | KATIE ELIZABETH BORBOA | LIFEGUARD CERTIFICATION - TRAINING | \$ 600.00 |
| 33374 | 07/12/2022 | WATER | WATER QUALITY | DELLAVALLE LABORATORY, INC. | WEEKLY SAMPLING | \$ 1,140.00 |
| 33375 | 07/12/2022 | FINANCE | SEWER OPS | AT&T | 06/22 FIRSTNET SVS 9391031570 | \$ 211.65 |
| 33375 | 07/12/2022 | FINANCE | PD OPS | AT&T | 06/22 FIRSTNET SVS 9391020514 | \$ 167.08 |
| 33376 | 07/12/2022 | FINANCE | BUILDING | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | CITY CLERK | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 68.86 |
| 33376 | 07/12/2022 | FINANCE | CITY COUNCIL | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 214.48 |
| 33376 | 07/12/2022 | FINANCE | CODE ENF | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | COMPUTER MAINT | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 683.82 |
| 33376 | 07/12/2022 | FINANCE | ENGINEERING | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 145.20 |
| 33376 | 07/12/2022 | FINANCE | FACILITIES MAINT | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 507.23 |
| 33376 | 07/12/2022 | FINANCE | FINANCE | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 78.94 |
| 33376 | 07/12/2022 | FINANCE | FLEET MAINT | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 34.43 |
| 33376 | 07/12/2022 | FINANCE | GRANT OVERSIGHT | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | HR/RISK MGT | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | PARKS | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | STREETS | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | UB - GARBAGE | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 8.60 |
| 33376 | 07/12/2022 | FINANCE | UB - SEWER | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 8.61 |
| 33376 | 07/12/2022 | FINANCE | UB - WATER | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 17.22 |
| 33376 | 07/12/2022 | FINANCE | WWTP | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | MEAS K - PD | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 70.11 |
| 33376 | 07/12/2022 | FINANCE | CITY MANAGER | AT&T | 03/22 FIRSTNET SERVICE 287302656036 | \$ 39.47 |
| 33376 | 07/12/2022 | FINANCE | PD OPS | AT&T | 03/22 FIRSTNET SERVICE 287302965625 | \$ 764.19 |
| 33377 | 07/12/2022 | GRANTS | INTERMODAL BLDG | ARAMARK UNIFORM SERVICES | JANITORIAL CLEANING/MATS - TRANSIT | \$ 336.20 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|-------------|----------------------|---------------------------------------|---|---------------|
| 33377 | 07/12/2022 | PD OPS | SUPP LAW ENF | ARAMARK UNIFORM SERVICES | MATS - PD | \$ 25.00 |
| 33377 | 07/12/2022 | PD OPS | PD OPS | ARAMARK UNIFORM SERVICES | MATS - PD | \$ 25.00 |
| 33378 | 07/12/2022 | PD OPS | PD OPS | CA DEPARTMENT OF JUSTICE | MISCELLANEOUS SERVICES 04/22-06/22 | \$ 1,876.98 |
| 33378 | 07/12/2022 | PD OPS | PD OPS | CA DEPARTMENT OF JUSTICE | 05/22 BLOOD ALCOHOL ANALYSIS | \$ 2,275.00 |
| 33379 | 07/12/2022 | PW ADMIN | FACILITIES MAINT | CA DEPARTMENT OF TRANSPORTATION | SHARED COST - SIGNAL | \$ 273.01 |
| 33380 | 07/12/2022 | FINANCE | PAYROLL TRUST | COLONIAL LIFE & ACCIDENT INSURANCE CO | EE LIFE INSURANCE | \$ 789.65 |
| 33381 | 07/12/2022 | PD OPS | PD OPS | COMMUNITY MEDICAL CENTER | SAFE EXAM | \$ 900.00 |
| 33382 | 07/12/2022 | HR | HR/RISK MGT | CPS HR CONSULTING | ADMIN ASSISTANT EXAM | \$ 305.00 |
| 33383 | 07/12/2022 | WWTP | WWTP | DAHL-BECK ELECTRIC | REBUILD INFLUENT PUMP #1 | \$ 25,395.79 |
| 33384 | 07/12/2022 | GRANTS | TRANSIT CENTER | DIAMOND COMMUNICATIONS | FIRE ALARM MONITORING - TRANSIT | \$ 80.00 |
| 33384 | 07/12/2022 | PW ADMIN | ENGINEERING | DIAMOND COMMUNICATIONS | DOOR ANNUNCIATOR - ENG | \$ 273.87 |
| 33385 | 07/12/2022 | ENGINEERING | MEAS T - RTP | EMMETT'S EXCAVATION, INC. | 20/21 SB1 (RMRA) SEALS & OVERLAYS | \$ 26,206.76 |
| 33385 | 07/12/2022 | ENGINEERING | GAS TAX - STREET | EMMETT'S EXCAVATION, INC. | 20/21 SB1 (RMRA) SEALS & OVERLAYS | \$ 311,657.89 |
| 33386 | 07/12/2022 | PARKS | COMM & REC | ENVIRO CLEAN | FLOOR MACHINE CLEANER & REPAIR | \$ 364.43 |
| 33387 | 07/12/2022 | PW ADMIN | FACILITIES MAINT | FASTENAL COMPANY | WRENCHES FOR STREET LIGHTS | \$ 657.24 |
| 33388 | 07/12/2022 | PW ADMIN | WATER QUALITY | HERNANDEZ, JOANN | REIMBURSEMENT - BUSINESS EXTRAVAGANZA | \$ 21.96 |
| 33389 | 07/12/2022 | PW ADMIN | DRAINAGE | INDUSTRIAL ELECTRICAL CO. | GENERATOR MAINTENANCE - PW | \$ 1,207.15 |
| 33390 | 07/12/2022 | PW ADMIN | FACILITIES MAINT | JAM SERVICES INC | TRAFFIC SIGNAL LIGHTS | \$ 571.56 |
| 33391 | 07/12/2022 | HR | GENERAL FUND | KAISER FOUNDATION HEALTH PLAN | MEDICARE SUPPLEMENT PREMIUM 07/22-06/23 | \$ 1,032.00 |
| 33392 | 07/12/2022 | HR | INS/RISK MGT | LIEBERT CASSIDY WHITMORE | LEGAL FEES | \$ 266.00 |
| 33393 | 07/12/2022 | FINANCE | PAYROLL TRUST | M A C E A | 06/22 MONTHLY DUES | \$ 1,775.00 |
| 33394 | 07/12/2022 | FINANCE | PAYROLL TRUST | M.C.E.A. | 06/22 MONTHLY DUES | \$ 290.00 |
| 33395 | 07/12/2022 | PARKS | PARKS ADMIN | MADERA CHAMBER OF COMMERCE | MADERA BUSINESS EXTRAVAGANZA | \$ 200.00 |
| 33396 | 07/12/2022 | GRANTS | CDBG PUBLIC SVC | MADERA COALITION FOR COMM JUSTICE | CDBG 21-22 ART PROGRAM Q3 10/22-03/22 | \$ 3,494.24 |
| 33396 | 07/12/2022 | GRANTS | CDBG PUBLIC SVC | MADERA COALITION FOR COMM JUSTICE | CDBG 21-22 RENTAL ASSIST Q3 | \$ 13,515.58 |
| 33397 | 07/12/2022 | FINANCE | PD OPS | MADERA COUNTY TREASURER | 05/22 COUNTY'S PORTION OF PARKING PENALTIES | \$ 889.00 |
| 33398 | 07/12/2022 | IS | COMPUTER MAINT | MADERA COUNTY | ESRI TRAINING | \$ 1,550.00 |
| 33399 | 07/12/2022 | GRANTS | CDBG PUBLIC SVC | MADERA COUNTY E D C | CDBG CV JUNE 2022 | \$ 5,000.00 |
| 33400 | 07/12/2022 | FINANCE | PAYROLL TRUST | M P O A | 06/22 MONTHLY DUES | \$ 6,585.44 |
| 33401 | 07/12/2022 | WATER OPS | WATER OPS | MADERA PUMPS, INC. | WELL #34 MAINTENANCE | \$ 270.00 |
| 33402 | 07/12/2022 | GRANTS | CDBG PUBLIC SVC | MADERA RESCUE MISSION, INC. | CDBG 21-22 APR 2022 | \$ 1,646.67 |
| 33403 | 07/12/2022 | ENGINEERING | ENGINEERING | MADERA TRIBUNE | REQUEST FOR BID - ENG | \$ 117.00 |
| 33403 | 07/12/2022 | ENGINEERING | MEAS T - ENVIRO | MADERA TRIBUNE | REQUEST FOR BID - ENG | \$ 720.00 |
| 33403 | 07/12/2022 | PARKS | PARKS ADMIN | MADERA TRIBUNE | RECRUITMENT AD - REC COMM COORDINATOR | \$ 76.00 |
| 33403 | 07/12/2022 | PD OPS | PD OPS | MADERA TRIBUNE | RECRUITMENT AD - PUBLIC SAFETY DISPATCHER | \$ 57.00 |
| 33404 | 07/12/2022 | PD OPS | SUPP LAW ENF | MADERA UNIFORM & ACCESSORIES | UNIFORM ACCESSORIES | \$ 969.11 |
| 33405 | 07/12/2022 | FINANCE | CFD DEBT FUND - 2006 | IWILLDAN FINANCIAL SERVICES | CDF 2005-1 & 2006-1 ANNEXATION #10 | \$ 2,704.26 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|------------|------------------|------------------------|----------------------------|--------------|
| 33406 | 07/12/2022 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 8126770647-1 | \$ 318.20 |
| 33406 | 07/12/2022 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 2.56 |
| 33406 | 07/12/2022 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (52.86) |
| 33406 | 07/12/2022 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 99.23 |
| 33406 | 07/12/2022 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3819620697-3 | \$ 104.94 |
| 33406 | 07/12/2022 | FINANCE | AQUATICS PROGRM | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 3,282.41 |
| 33406 | 07/12/2022 | FINANCE | CENTRAL ADMIN | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 377.91 |
| 33406 | 07/12/2022 | FINANCE | CENTRAL ADMIN | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 883.12 |
| 33406 | 07/12/2022 | FINANCE | CENTRAL ADMIN | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 1,067.82 |
| 33406 | 07/12/2022 | FINANCE | COMM & REC | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 8307681856-2 | \$ 837.05 |
| 33406 | 07/12/2022 | FINANCE | COMM & REC | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 2,534.70 |
| 33406 | 07/12/2022 | FINANCE | COMM & REC | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 526.63 |
| 33406 | 07/12/2022 | FINANCE | COMM & REC | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 13,985.78 |
| 33406 | 07/12/2022 | FINANCE | DRAINAGE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 852.01 |
| 33406 | 07/12/2022 | FINANCE | DRAINAGE | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (41.14) |
| 33406 | 07/12/2022 | FINANCE | DRAINAGE | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 976.41 |
| 33406 | 07/12/2022 | FINANCE | ENGINEERING | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 2000655655-7 | \$ 1,806.90 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3352588453-3 | \$ 125.61 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3499945233-6 | \$ 96.73 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 1619119913-8 | \$ 73.58 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 6690755760-8 | \$ 86.03 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3642526071-2 | \$ 47.81 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 2,439.03 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 22,643.06 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 27,440.89 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 7949615676-5 | \$ 15.75 |
| 33406 | 07/12/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 8178280304-3 | \$ 128.19 |
| 33406 | 07/12/2022 | FINANCE | FIRE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 150.43 |
| 33406 | 07/12/2022 | FINANCE | FIRE | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 1,250.70 |
| 33406 | 07/12/2022 | FINANCE | FIRE | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 1,530.92 |
| 33406 | 07/12/2022 | FINANCE | INTERMODAL BLDG | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 661.86 |
| 33406 | 07/12/2022 | FINANCE | INTERMODAL BLDG | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 802.99 |
| 33406 | 07/12/2022 | FINANCE | PARKING DIST OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 190.70 |
| 33406 | 07/12/2022 | FINANCE | PARKING DIST OPS | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 145.38 |
| 33406 | 07/12/2022 | FINANCE | PARKING DIST OPS | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 178.31 |
| 33406 | 07/12/2022 | FINANCE | PARKS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 4,464.55 |
| 33406 | 07/12/2022 | FINANCE | PARKS | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 2,031.08 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|------------|-----------------|------------------------|----------------------------|---------------|
| 33406 | 07/12/2022 | FINANCE | PARKS | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 3,249.35 |
| 33406 | 07/12/2022 | FINANCE | RECREATION | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 13,593.71 |
| 33406 | 07/12/2022 | FINANCE | SEWER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 255.95 |
| 33406 | 07/12/2022 | FINANCE | SEWER OPS | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 1,751.25 |
| 33406 | 07/12/2022 | FINANCE | SEWER OPS | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 2,001.49 |
| 33406 | 07/12/2022 | FINANCE | SOLID WASTE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 133.87 |
| 33406 | 07/12/2022 | FINANCE | SOLID WASTE | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 171.66 |
| 33406 | 07/12/2022 | FINANCE | SOLID WASTE | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 158.21 |
| 33406 | 07/12/2022 | FINANCE | SR CITIZEN COMM | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ (3.54) |
| 33406 | 07/12/2022 | FINANCE | SR CITIZEN COMM | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (3.72) |
| 33406 | 07/12/2022 | FINANCE | SR CITIZEN COMM | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 45.37 |
| 33406 | 07/12/2022 | FINANCE | WATER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 33,366.39 |
| 33406 | 07/12/2022 | FINANCE | WATER OPS | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 96,376.97 |
| 33406 | 07/12/2022 | FINANCE | WATER OPS | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 109,544.85 |
| 33406 | 07/12/2022 | FINANCE | WATER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9172110863-6 | \$ 21,115.13 |
| 33406 | 07/12/2022 | FINANCE | WATER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9651992016-7 | \$ 137.91 |
| 33406 | 07/12/2022 | FINANCE | WWTP | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 27.02 |
| 33406 | 07/12/2022 | FINANCE | WWTP | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 102.45 |
| 33406 | 07/12/2022 | FINANCE | WWTP | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 1902328695-8 | \$ 24.64 |
| 33406 | 07/12/2022 | FINANCE | ZONE 24 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 46.94 |
| 33406 | 07/12/2022 | FINANCE | ZONE 24 | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (38.43) |
| 33406 | 07/12/2022 | FINANCE | ZONE 24 | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 11.11 |
| 33406 | 07/12/2022 | FINANCE | ZONE 26 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ (0.64) |
| 33406 | 07/12/2022 | FINANCE | ZONE 31A | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ (1.13) |
| 33406 | 07/12/2022 | FINANCE | ZONE 31A | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (117.58) |
| 33406 | 07/12/2022 | FINANCE | ZONE 31A | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 30.97 |
| 33406 | 07/12/2022 | FINANCE | ZONE 20B | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (77.60) |
| 33406 | 07/12/2022 | FINANCE | ZONE 20B | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 21.44 |
| 33406 | 07/12/2022 | FINANCE | ZONE 27B | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (38.36) |
| 33406 | 07/12/2022 | FINANCE | ZONE 27B | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 11.19 |
| 33406 | 07/12/2022 | FINANCE | ZONE 2 | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (193.13) |
| 33406 | 07/12/2022 | FINANCE | ZONE 2 | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 54.63 |
| 33406 | 07/12/2022 | FINANCE | ZONE 3 | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (156.41) |
| 33406 | 07/12/2022 | FINANCE | ZONE 3 | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 41.64 |
| 33406 | 07/12/2022 | FINANCE | ZONE 31B | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (117.58) |
| 33406 | 07/12/2022 | FINANCE | ZONE 31B | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 30.97 |
| 33406 | 07/12/2022 | FINANCE | ZONE 4 | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (38.21) |

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|-------|------------|-------------|------------------|-------------------------------------|---|--------------|
| 33406 | 07/12/2022 | FINANCE | ZONE 4 | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 11.37 |
| 33406 | 07/12/2022 | FINANCE | ZONE 6A | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (182.66) |
| 33406 | 07/12/2022 | FINANCE | ZONE 6A | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 66.42 |
| 33406 | 07/12/2022 | FINANCE | ZONE 29C | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (38.18) |
| 33406 | 07/12/2022 | FINANCE | ZONE 29C | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 11.38 |
| 33406 | 07/12/2022 | FINANCE | ZONE 8 | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (180.75) |
| 33406 | 07/12/2022 | FINANCE | ZONE 8 | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 68.25 |
| 33406 | 07/12/2022 | FINANCE | ZONE 16 | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ (75.91) |
| 33406 | 07/12/2022 | FINANCE | ZONE 16 | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 23.19 |
| 33406 | 07/12/2022 | FINANCE | ZONE 13 | PACIFIC GAS & ELECTRIC | 04/22 SERVICE 3533032414-2 | \$ 19.22 |
| 33406 | 07/12/2022 | FINANCE | ZONE 13 | PACIFIC GAS & ELECTRIC | 05/22 SERVICE 3533032414-2 | \$ 128.58 |
| 33406 | 07/12/2022 | FINANCE | PD OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 5,181.04 |
| 33407 | 07/12/2022 | PD OPS | CODE ENF | PECK'S PRINTERY | NOTICE OF VIOLATION FORMS | \$ 388.62 |
| 33407 | 07/12/2022 | PD OPS | PD OPS | PECK'S PRINTERY | EMERGENCY PROTECTIVE ORDER | \$ 636.51 |
| 33408 | 07/12/2022 | FINANCE | FINANCE | PHOENIX GROUP INFO SYS | 05/22 CITATIONS | \$ 306.35 |
| 33409 | 07/12/2022 | FINANCE | CFD DEBT - 2006 | PITNEY BOWES, INC. | POSTAGE MACHINE LEASE 03/22-06/22 | \$ 54.24 |
| 33409 | 07/12/2022 | FINANCE | WATER OPS | PITNEY BOWES, INC. | POSTAGE MACHINE LEASE 03/22-06/22 | \$ 271.23 |
| 33409 | 07/12/2022 | FINANCE | WWTP | PITNEY BOWES, INC. | POSTAGE MACHINE LEASE 03/22-06/22 | \$ 108.49 |
| 33410 | 07/12/2022 | PW ADMIN | SEWER OPS | STATE WATER RESOURCES CONTROL BOARD | EXAM FEES - D3 | \$ 100.00 |
| 33411 | 07/12/2022 | FINANCE | PAYROLL TRUST | STATE OF CALIFORNIA | FRANCHISE TAX DEDUCTIONS | \$ 200.00 |
| 33412 | 07/12/2022 | PARKS | PARKS | TECH. MASTER PEST MANAGEMENT | SQUIRREL CONTROL - MILLVIEW | \$ 400.00 |
| 33412 | 07/12/2022 | PARKS | PARKS | TECH. MASTER PEST MANAGEMENT | GOPHER CONTROL - LTC | \$ 150.00 |
| 33413 | 07/12/2022 | ENGINEERING | LTF - STREETS | UNION PACIFIC RAILROAD CO. | PLAN REVIEW - POST 183.0-184.0 | \$ 261.00 |
| 33414 | 07/12/2022 | FINANCE | PAYROLL TRUST | VANTAGEPOINT TRANSFER AGENTS-457 | EE DEFERRED COMP CONTRIBUTIONS | \$ 27,071.76 |
| 33415 | 07/12/2022 | ENGINEERING | ENGINEERING | YAMABE & HORN ENGINEERING | PROFESSIONAL ENGINEERING SERVICES | \$ 760.00 |
| 33416 | 07/12/2022 | FINANCE | PARKING DIST OPS | OVERPAYMENTS | REFUND OVERPAYMENT ON CITE #40611 | \$ 127.00 |
| 33417 | 07/12/2022 | PW ADMIN | WATER CONSERV | OTP- REBATES | TURF REPLACEMENT REBATE | \$ 3,000.00 |
| 33418 | 07/12/2022 | PW ADMIN | WATER CONSERV | OTP- REBATES | TURF REPLACEMENT REBATE | \$ 2,119.00 |
| 33419 | 07/12/2022 | BUILDING | BUILDING | BLDING/PLAN REFND | JOB CANCELLED, REIMBURSE FEES | \$ 259.71 |
| 33419 | 07/12/2022 | BUILDING | GENERAL FUND | BLDING/PLAN REFND | JOB CANCELLED, REIMBURSE FEES | \$ 1.50 |
| 33420 | 07/12/2022 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | PARKS DEPOSIT REFUND - LTC PAVILION | \$ 50.00 |
| 33421 | 07/12/2022 | PARKS | SPORTS PROGRAMS | OTP- PARKS REFUNDS | REFUND - REGISTERED FOR WRONG CLASS | \$ 120.00 |
| 33422 | 07/12/2022 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | PARK DEPOSIT REFUND - ROTARY SHELTER #1 | \$ 50.00 |
| 33423 | 07/12/2022 | PARKS | SPORTS PROGRAMS | OTP- PARKS REFUNDS | SPORTS CANCELLATION REFUND | \$ 60.00 |
| 33424 | 07/12/2022 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | PARK DEPOSIT REFUND - ROTARY SHELTER #3 | \$ 50.00 |
| 33425 | 07/12/2022 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | PARK DEPOSIT REFUND - ROTARY PAVILION | \$ 50.00 |
| 33426 | 07/12/2022 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | PARK DEPOSIT REFUND - ROTARY PAVILION | \$ 50.00 |

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|-------|------------|-------------|-----------------|------------------------------------|--|--------------|
| 33427 | 07/12/2022 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | PARKS DEPOSIT REFUND - LTC PICNIC AREA 1 | \$ 50.00 |
| 33428 | 07/12/2022 | PARKS | GENERAL TRUST | OTP- PARKS REFUNDS | PARK DEPOSIT REFUND - ROTARY SHELTER #2 | \$ 50.00 |
| 33429 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1345 COLOMBARD | \$ 258.54 |
| 33430 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM 2820 MERLOT | \$ 598.25 |
| 33431 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB 1302 MERCED | \$ 109.49 |
| 33432 | 07/12/2022 | FINANCE | WATER FUND | OTP- UB REFUNDS | DEPOSIT FROM MAIS TO MUNIS | \$ 155.56 |
| 33433 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 2018 RIVERVIEW | \$ 144.16 |
| 33434 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 2648 PEAR TREE | \$ 11.61 |
| 33435 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB 402 MAINBERRY | \$ 12.50 |
| 33436 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 3354 SUMMER | \$ 39.66 |
| 33437 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 3033 DESERT RANCH | \$ 18.94 |
| 33438 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 408 ELM | \$ 169.64 |
| 33439 | 07/12/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 913 E LINCOLN | \$ 36.45 |
| 33440 | 07/20/2022 | ENGINEERING | ENGINEERING | ACRO SERVICE CORPORATION | TEMP SERVICES - SENIOR ENGINEER | \$ 7,200.00 |
| 33441 | 07/20/2022 | PW ADMIN | AIRPORT OPS | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 276.16 |
| 33441 | 07/20/2022 | PW ADMIN | CENTRAL ADMIN | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 3,224.32 |
| 33441 | 07/20/2022 | PW ADMIN | COMM & REC | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 5,626.09 |
| 33441 | 07/20/2022 | PW ADMIN | ENGINEERING | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 2,472.33 |
| 33441 | 07/20/2022 | PW ADMIN | FINANCE | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 217.25 |
| 33441 | 07/20/2022 | PW ADMIN | INTERMODAL BLDG | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 513.12 |
| 33441 | 07/20/2022 | PW ADMIN | SEWER OPS | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 672.81 |
| 33441 | 07/20/2022 | PW ADMIN | SOLID WASTE | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 672.82 |
| 33441 | 07/20/2022 | PW ADMIN | UB - GARBAGE | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 217.26 |
| 33441 | 07/20/2022 | PW ADMIN | UB - SEWER | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 217.26 |
| 33441 | 07/20/2022 | PW ADMIN | UB - WATER | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 434.49 |
| 33441 | 07/20/2022 | PW ADMIN | WATER QUALITY | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 206.73 |
| 33441 | 07/20/2022 | PW ADMIN | WWTP | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 805.05 |
| 33441 | 07/20/2022 | PW ADMIN | TRANSIT CENTER | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 1,627.13 |
| 33441 | 07/20/2022 | PW ADMIN | PD OPS | SERVICEMASTER BY J&C BROWN | 07/22 JANITORIAL SERVICES | \$ 4,265.58 |
| 33442 | 07/20/2022 | FINANCE | PAYROLL TRUST | COURT ORDERED DEBT COLLECTIONS | COURT ORDERED DEBT COLLECTION | \$ 26.61 |
| 33443 | 07/20/2022 | FINANCE | PAYROLL TRUST | CA DEPARTMENT OF CHILD SUPPORT | CHILD SUPPORT DEDUCTIONS | \$ 1,661.49 |
| 33444 | 07/20/2022 | PARKS ADMIN | PARKS ADMIN | J & D MANUFACTURING | CITY BRANDED DEPT APPAREL | \$ 4,672.07 |
| 33445 | 07/20/2022 | IS | COMPUTER MAINT | ZOHO CORPORATION | INTRUSION DETECTION | \$ 18,255.13 |
| 33446 | 07/20/2022 | IS | COMPUTER MAINT | GOVCONNECTION, INC. | DOCKING STATIONS | \$ 2,163.70 |
| 33447 | 07/20/2022 | CITY CLERK | CITY CLERK | GENERAL LOGISTICS SYSTEMS US INC | OVERNIGHT MAIL | \$ 7.98 |
| 33447 | 07/20/2022 | CITY CLERK | PURCHASING | GENERAL LOGISTICS SYSTEMS US INC | OVERNIGHT MAIL | \$ 7.98 |
| 33448 | 07/20/2022 | PARKS | PARKS | ELITE MAINTENANCE AND TREE SERVICE | 06/22 NON-MEDIAN MAINTENANCE GROUP 2 | \$ 5,070.00 |

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|-------|------------|---------------|--------------------|---|---|--------------|
| 33448 | 07/20/2022 | PARKS | MEDIAN LANDS | ELITE MAINTENANCE AND TREE SERVICE | 06/22 MEDIAN MAINTENANCE GROUP 3 | \$ 11,215.00 |
| 33448 | 07/20/2022 | PARKS | PARKING DIST OPS | ELITE MAINTENANCE AND TREE SERVICE | 06/22 DOWNTOWN MAINTENANCE GROUP 1 | \$ 455.00 |
| 33449 | 07/20/2022 | AIRPORT OPS | AIRPORT OPS | CALIFORNIA CONSTRUCTION SURVEYING, INC. | 06/22 PROFESSIONAL SERVICES | \$ 2,000.00 |
| 33450 | 07/20/2022 | GRANTS | CALTRANS - TRANSIT | WSP USA INC. | 06/22 MADERA TRANSIT PLAN CONSULTING | \$ 8,481.36 |
| 33451 | 07/20/2022 | IS | COMPUTER MAINT | ZONES IT SOLUTIONS INC | UPS BATTERIES | \$ 9,828.18 |
| 33452 | 07/20/2022 | HR | HR/RISK MGT | ALLIANT INSURANCE SERVICES, INC. | CONSULTING SVS - HEALTH/ WELFARE BENEFITS | \$ 3,750.00 |
| 33453 | 07/20/2022 | FLEET MAINT | FLEET MAINT | CENTRAL COATING COMPANY, INC. | ROOF REPAIR | \$ 2,205.00 |
| 33454 | 07/20/2022 | CITY CLERK | CITY COUNCIL | EVANS, ANITA | REIMB UBER FEES DURING 05/22 CONFERENCE | \$ 48.25 |
| 33455 | 07/20/2022 | FINANCE | FINANCE | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 20/21 | \$ 32.76 |
| 33456 | 07/20/2022 | FINANCE | GENERAL FUND | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 2.72 |
| 33456 | 07/20/2022 | FINANCE | MEAS K - FIRE | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ (464.94) |
| 33456 | 07/20/2022 | FINANCE | SOLID WASTE | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 5.65 |
| 33456 | 07/20/2022 | FINANCE | WATER FUND | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 13.32 |
| 33456 | 07/20/2022 | FINANCE | SEWER FUND | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 1,474.88 |
| 33456 | 07/20/2022 | FINANCE | FIXED ROUTE | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 29.30 |
| 33456 | 07/20/2022 | FINANCE | EQUIPMENT MAINT | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 35.46 |
| 33456 | 07/20/2022 | FINANCE | FACILITIES MAINT | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 25.48 |
| 33456 | 07/20/2022 | FINANCE | COMPUTER MAINT | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 1,496.80 |
| 33456 | 07/20/2022 | FINANCE | LTF | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ (2.23) |
| 33456 | 07/20/2022 | FINANCE | TRANSIT CENTER | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 7.64 |
| 33456 | 07/20/2022 | FINANCE | LOCAL LAW ENFORCE | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 566.77 |
| 33456 | 07/20/2022 | FINANCE | GENERAL - GRANTS | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 22.67 |
| 33456 | 07/20/2022 | FINANCE | SA ADMIN | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ (3.53) |
| 33456 | 07/20/2022 | FINANCE | AFFORD HOUSING | CA DEPT OF TAX AND FEE ADMINISTRATION | SALES AND USE TAX PAYABLE FY 21/22 | \$ 0.01 |
| 33457 | 07/20/2022 | PW ADMIN | STREETS | O&E TRANSPORTATION LLC | RIVER CLEAN UP SERVICES 06/13/22-06/16/22 | \$ 5,950.00 |
| 33457 | 07/20/2022 | PW ADMIN | STREETS | O&E TRANSPORTATION LLC | RIVER CLEAN UP SERVICES 06/20/22-06/24/22 | \$ 9,200.00 |
| 33457 | 07/20/2022 | PW ADMIN | STREETS | O&E TRANSPORTATION LLC | RIVER CLEAN UP SERVICES 06/27/22-06/30/22 | \$ 7,100.00 |
| 33458 | 07/20/2022 | CENTRAL ADMIN | CENTRAL ADMIN | MESA ENERGY SYSTEMS, INC | HVAC MAINTENANCE - CITY HALL | \$ 1,068.16 |
| 33459 | 07/20/2022 | FLEET MAINT | FLEET MAINT | GERARDO YANEZ | TOOL ALLOWANCE REIMBURSEMENT | \$ 300.00 |
| 33460 | 07/20/2022 | IS | COMPUTER MAINT | PLANETBIDS, INC. | PLANET BIDS SOFTWARE | \$ 5,875.00 |
| 33461 | 07/20/2022 | WATER | WATER QUALITY | DELLAVALLE LABORATORY, INC. | WEEKLY SAMPLING | \$ 1,140.00 |
| 33461 | 07/20/2022 | WATER | WATER QUALITY | DELLAVALLE LABORATORY, INC. | MONTHLY SAMPLING | \$ 510.00 |
| 33462 | 07/20/2022 | FINANCE | BUILDING | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 20.05 |
| 33462 | 07/20/2022 | FINANCE | BUILDING | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 63.26 |
| 33462 | 07/20/2022 | FINANCE | BUILDING | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 24.92 |
| 33462 | 07/20/2022 | FINANCE | CENTRAL ADMIN | AT&T | 06/22 CALNET 3 SERVICES 9391026406 | \$ 20.75 |
| 33462 | 07/20/2022 | FINANCE | CITY ATTORNEY | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 7.51 |

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|-------|------------|------------|------------------|-----------|------------------------------------|-----------|
| 33462 | 07/20/2022 | FINANCE | CITY ATTORNEY | AT&T | 06/22 CALNET 3 SVS 9391026388 | \$ 43.39 |
| 33462 | 07/20/2022 | FINANCE | CITY ATTORNEY | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 18.03 |
| 33462 | 07/20/2022 | FINANCE | CITY ATTORNEY | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 7.10 |
| 33462 | 07/20/2022 | FINANCE | CITY CLERK | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 5.01 |
| 33462 | 07/20/2022 | FINANCE | CITY CLERK | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 18.03 |
| 33462 | 07/20/2022 | FINANCE | CITY CLERK | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 7.10 |
| 33462 | 07/20/2022 | FINANCE | CODE ENF | AT&T | 06/22 CALNET 3 SVS 9391026413 | \$ 22.29 |
| 33462 | 07/20/2022 | FINANCE | COMM & REC | AT&T | 06/22 CALNET 3 SERVICES 9391026391 | \$ 274.14 |
| 33462 | 07/20/2022 | FINANCE | COMPUTER MAINT | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 2.50 |
| 33462 | 07/20/2022 | FINANCE | COMPUTER MAINT | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 36.14 |
| 33462 | 07/20/2022 | FINANCE | COMPUTER MAINT | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 14.24 |
| 33462 | 07/20/2022 | FINANCE | ENGINEERING | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 37.60 |
| 33462 | 07/20/2022 | FINANCE | ENGINEERING | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 126.51 |
| 33462 | 07/20/2022 | FINANCE | ENGINEERING | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 49.83 |
| 33462 | 07/20/2022 | FINANCE | FACILITIES MAINT | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 14.73 |
| 33462 | 07/20/2022 | FINANCE | FACILITIES MAINT | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 25.57 |
| 33462 | 07/20/2022 | FINANCE | FINANCE | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 25.07 |
| 33462 | 07/20/2022 | FINANCE | FINANCE | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 99.40 |
| 33462 | 07/20/2022 | FINANCE | FINANCE | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 39.15 |
| 33462 | 07/20/2022 | FINANCE | FINANCE | AT&T | 06/22 CALNET 3 SERVICES 9391026406 | \$ 20.75 |
| 33462 | 07/20/2022 | FINANCE | FLEET MAINT | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 9.82 |
| 33462 | 07/20/2022 | FINANCE | FLEET MAINT | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 17.07 |
| 33462 | 07/20/2022 | FINANCE | GRANT OVERSIGHT | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 12.54 |
| 33462 | 07/20/2022 | FINANCE | GRANT OVERSIGHT | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 36.14 |
| 33462 | 07/20/2022 | FINANCE | GRANT OVERSIGHT | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 14.24 |
| 33462 | 07/20/2022 | FINANCE | HR/RISK MGT | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 7.51 |
| 33462 | 07/20/2022 | FINANCE | HR/RISK MGT | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 27.05 |
| 33462 | 07/20/2022 | FINANCE | HR/RISK MGT | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 10.65 |
| 33462 | 07/20/2022 | FINANCE | PARKS | AT&T | 06/22 CALNET 3 SERVICES 9391026412 | \$ 165.66 |
| 33462 | 07/20/2022 | FINANCE | PARKS ADMIN | AT&T | 06/22 CALNET 3 SVS 9391031580 | \$ 260.95 |
| 33462 | 07/20/2022 | FINANCE | PLANNING | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 12.54 |
| 33462 | 07/20/2022 | FINANCE | PLANNING | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 45.16 |
| 33462 | 07/20/2022 | FINANCE | PLANNING | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 17.79 |
| 33462 | 07/20/2022 | FINANCE | STREETS | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 24.58 |
| 33462 | 07/20/2022 | FINANCE | STREETS | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 42.65 |
| 33462 | 07/20/2022 | FINANCE | SEWER OPS | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 17.20 |
| 33462 | 07/20/2022 | FINANCE | SEWER OPS | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 29.84 |

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|-------|------------|------------|------------------|-----------|------------------------------------|-----------|
| 33462 | 07/20/2022 | FINANCE | SEWER OPS | AT&T | 06/22 CALNET 3 SERVICES 9391026410 | \$ 43.18 |
| 33462 | 07/20/2022 | FINANCE | SOLID WASTE | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 19.69 |
| 33462 | 07/20/2022 | FINANCE | SOLID WASTE | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 34.10 |
| 33462 | 07/20/2022 | FINANCE | SR CITIZEN COMM | AT&T | 06/22 CALNET 3 SVS 9391026415 | \$ 61.94 |
| 33462 | 07/20/2022 | FINANCE | UB - GARBAGE | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 6.68 |
| 33462 | 07/20/2022 | FINANCE | UB - GARBAGE | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 4.91 |
| 33462 | 07/20/2022 | FINANCE | UB - GARBAGE | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 8.52 |
| 33462 | 07/20/2022 | FINANCE | UB - GARBAGE | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 29.36 |
| 33462 | 07/20/2022 | FINANCE | UB - GARBAGE | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 11.56 |
| 33462 | 07/20/2022 | FINANCE | UB - SEWER | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 6.68 |
| 33462 | 07/20/2022 | FINANCE | UB - SEWER | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 4.91 |
| 33462 | 07/20/2022 | FINANCE | UB - SEWER | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 8.52 |
| 33462 | 07/20/2022 | FINANCE | UB - SEWER | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 29.36 |
| 33462 | 07/20/2022 | FINANCE | UB - SEWER | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 11.56 |
| 33462 | 07/20/2022 | FINANCE | UB - WATER | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 13.37 |
| 33462 | 07/20/2022 | FINANCE | UB - WATER | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 9.84 |
| 33462 | 07/20/2022 | FINANCE | UB - WATER | AT&T | 06/22 CALNET 3 SERVICES 9391026393 | \$ 69.18 |
| 33462 | 07/20/2022 | FINANCE | UB - WATER | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 17.07 |
| 33462 | 07/20/2022 | FINANCE | UB - WATER | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 58.84 |
| 33462 | 07/20/2022 | FINANCE | UB - WATER | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 23.18 |
| 33462 | 07/20/2022 | FINANCE | UB - WATER | AT&T | 06/22 CALNET 3 SERVICES 9391026392 | \$ 46.04 |
| 33462 | 07/20/2022 | FINANCE | WATER OPS | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 22.11 |
| 33462 | 07/20/2022 | FINANCE | WATER OPS | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 38.36 |
| 33462 | 07/20/2022 | FINANCE | WATER QUALITY | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 9.82 |
| 33462 | 07/20/2022 | FINANCE | WATER QUALITY | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 17.07 |
| 33462 | 07/20/2022 | FINANCE | WWTP | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 14.73 |
| 33462 | 07/20/2022 | FINANCE | WWTP | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 25.57 |
| 33462 | 07/20/2022 | FINANCE | WWTP | AT&T | 06/22 CALNET 3 SERVICES 9391026417 | \$ 32.33 |
| 33462 | 07/20/2022 | FINANCE | CITY MANAGER | AT&T | 06/22 CALNET 3 SVS 9391031559 | \$ 10.02 |
| 33462 | 07/20/2022 | FINANCE | CITY MANAGER | AT&T | 06/22 CALNET 3 SERVICES 9391026390 | \$ 18.03 |
| 33462 | 07/20/2022 | FINANCE | CITY MANAGER | AT&T | 06/22 CALNET 3 SERVICES 9391031577 | \$ 7.10 |
| 33462 | 07/20/2022 | FINANCE | PURCHASING | AT&T | 06/22 CALNET 3 SVS 9391031564 | \$ 14.74 |
| 33462 | 07/20/2022 | FINANCE | PURCHASING | AT&T | 06/22 CALNET 3 SERVICES 9391026394 | \$ 25.57 |
| 33462 | 07/20/2022 | FINANCE | PAYROLL CLEARING | AT&T | 06/22 CALNET 3 SVS 9391026413 | \$ 22.29 |
| 33462 | 07/20/2022 | FINANCE | PD OPS | AT&T | 06/22 CALNET 3 SVS 9391031561 | \$ 167.08 |
| 33462 | 07/20/2022 | FINANCE | PD OPS | AT&T | 06/22 CALNET 3 SERVICES 9391031579 | \$ 236.74 |
| 33462 | 07/20/2022 | FINANCE | PD OPS | AT&T | 06/22 CALNET 3 SERVICES 9391026411 | \$ 172.82 |

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| 33462 | 07/20/2022 | FINANCE | PD OPS | AT&T | 06/22 CALNET 3 SERVICES 9391026414 | \$ 343.16 |
| 33463 | 07/20/2022 | FINANCE | AIRPORT OPS | AT&T | 06/22 CALNET 3 SERVICES 9391026409 | \$ 22.86 |
| 33463 | 07/20/2022 | FINANCE | AQUATICS PROGRM | AT&T | 06/22 CALNET 3 SERVICES 9391026397 | \$ 20.76 |
| 33463 | 07/20/2022 | FINANCE | BUILDING | AT&T | 06/22 CALNET 3 SERVICES 9391026407 | \$ 22.43 |
| 33463 | 07/20/2022 | FINANCE | FIRE | AT&T | 06/22 CALNET 3 SERVICES 9391026402 | \$ 22.43 |
| 33463 | 07/20/2022 | FINANCE | HR/RISK MGT | AT&T | 06/22 CALNET 3 SERVICES 9391026400 | \$ 22.43 |
| 33463 | 07/20/2022 | FINANCE | SR CITIZEN COMM | AT&T | 06/22 CALNET 3 SVS 9391026389 | \$ 22.43 |
| 33463 | 07/20/2022 | FINANCE | SR CITIZEN COMM | AT&T | 06/22 CALNET 3 SERVICES 9361026395 | \$ 22.43 |
| 33463 | 07/20/2022 | FINANCE | WWTP | AT&T | 06/22 CALNET 3 SERVICES 9391026405 | \$ 22.05 |
| 33464 | 07/20/2022 | ENGINEERING | WATER CAPITAL | AKEL ENGINEERING GROUP, INC. | WATER UTILITY DESIGN 10TH ST WATER MAIN | \$ 405.00 |
| 33465 | 07/20/2022 | FINANCE | AIRPORT OPS | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 32.84 |
| 33465 | 07/20/2022 | FINANCE | CENTRAL ADMIN | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 110.56 |
| 33465 | 07/20/2022 | FINANCE | ENGINEERING | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 30.08 |
| 33465 | 07/20/2022 | FINANCE | FACILITIES MAINT | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 428.04 |
| 33465 | 07/20/2022 | FINANCE | FLEET MAINT | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 162.80 |
| 33465 | 07/20/2022 | FINANCE | PARKS | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 282.88 |
| 33465 | 07/20/2022 | FINANCE | STREETS | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 621.92 |
| 33465 | 07/20/2022 | FINANCE | SEWER OPS | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 215.20 |
| 33465 | 07/20/2022 | FINANCE | UB - WATER | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 22.32 |
| 33465 | 07/20/2022 | FINANCE | WATER OPS | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 210.40 |
| 33465 | 07/20/2022 | FINANCE | WATER QUALITY | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 116.16 |
| 33465 | 07/20/2022 | FINANCE | WWTP | ARAMARK UNIFORM SERVICES | 06/22 UNIFORM SERVICES | \$ 326.00 |
| 33466 | 07/20/2022 | HR | HR/RISK MGT | CA DEPARTMENT OF JUSTICE | PRE-EMPLOYMENT LIVESCAN APPS | \$ 800.00 |
| 33466 | 07/20/2022 | HR | HR/RISK MGT | CA DEPARTMENT OF JUSTICE | PRE-EMPLOYMENT FINGERPRINT APPS | \$ 320.00 |
| 33467 | 07/20/2022 | FINANCE | AIRPORT OPS | CA DEPARTMENT OF TRANSPORTATION | AIRPORT HANGER LOAN PYMT - MAD-1-06-L-7 | \$ 28,480.00 |
| 33468 | 07/20/2022 | FINANCE | GENERAL FUND | CALPERS | UNFUNDED ACCRUED LIABILITY CONTRIBUTION | \$ 4,658,324.00 |
| 33469 | 07/20/2022 | PURCHASING | AIRPORT OPS | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 73.61 |
| 33469 | 07/20/2022 | PURCHASING | BUILDING | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 181.48 |
| 33469 | 07/20/2022 | PURCHASING | CITY CLERK | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 83.90 |
| 33469 | 07/20/2022 | PURCHASING | CODE ENF | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 541.25 |
| 33469 | 07/20/2022 | PURCHASING | ENGINEERING | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 162.37 |
| 33469 | 07/20/2022 | PURCHASING | FINANCE | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 829.19 |
| 33469 | 07/20/2022 | PURCHASING | HR/RISK MGT | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 157.51 |
| 33469 | 07/20/2022 | PURCHASING | PARKS ADMIN | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 586.71 |
| 33469 | 07/20/2022 | PURCHASING | PLANNING | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 227.31 |
| 33469 | 07/20/2022 | PURCHASING | SEWER OPS | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 82.28 |
| 33469 | 07/20/2022 | PURCHASING | SOLID WASTE | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 82.28 |

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|-------|------------|-------------------|-------------------|---------------------------------------|---|---------------|
| 33469 | 07/20/2022 | PURCHASING | TRANS - FIXED | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 83.90 |
| 33469 | 07/20/2022 | PURCHASING | TRANS - DAR | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 83.90 |
| 33469 | 07/20/2022 | PURCHASING | WATER OPS | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 82.28 |
| 33469 | 07/20/2022 | PURCHASING | WATER QUALITY | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 64.95 |
| 33469 | 07/20/2022 | PURCHASING | WWTP | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 73.61 |
| 33469 | 07/20/2022 | PURCHASING | PD OPS | CANON FINANCIAL SERVICES | COPIER LEASE MAY & JUNE 2022 | \$ 525.59 |
| 33470 | 07/20/2022 | HR | AIRPORT OPS | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 78,371.41 |
| 33470 | 07/20/2022 | HR | CENTRAL ADMIN | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 340,325.18 |
| 33470 | 07/20/2022 | HR | FIRE | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 22,545.20 |
| 33470 | 07/20/2022 | HR | FLEET MAINT | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 28,986.69 |
| 33470 | 07/20/2022 | HR | INTERMODAL BLDG | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 2,147.16 |
| 33470 | 07/20/2022 | HR | PARKS | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 1,073.58 |
| 33470 | 07/20/2022 | HR | PAYROLL TRUST | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 460,085.00 |
| 33470 | 07/20/2022 | HR | STREETS | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 6,441.49 |
| 33470 | 07/20/2022 | HR | SEWER OPS | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 28,986.69 |
| 33470 | 07/20/2022 | HR | SOLID WASTE | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 19,324.44 |
| 33470 | 07/20/2022 | HR | STREET CLEANING | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 5,367.91 |
| 33470 | 07/20/2022 | HR | WATER OPS | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 158,889.99 |
| 33470 | 07/20/2022 | HR | WWTP | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 317,779.98 |
| 33470 | 07/20/2022 | HR | PD OPS | CSJVRMA | 1SR QUARTER DEPOSIT FY 22/23 | \$ 63,341.28 |
| 33471 | 07/20/2022 | FINANCE | PAYROLL TRUST | COLONIAL LIFE & ACCIDENT INSURANCE CO | EE LIFE INSURANCE | \$ 789.65 |
| 33472 | 07/20/2022 | FINANCE | PD OPS | COMCAST | 07/22 SVS 8155500320092096 | \$ 155.03 |
| 33473 | 07/20/2022 | HR | HR/RISK MGT | CONCENTRA MEDICAL CENTERS | PRE-EMPLOYMENT PHYSICAL | \$ 397.00 |
| 33474 | 07/20/2022 | FLEET ACQUISITION | FLEET ACQUISITION | COOK'S COMMUNICATIONS | PD UNITS #6030 #6031 UP-FIT PARTS AND LABOR | \$ 11,776.40 |
| 33475 | 07/20/2022 | GRANTS | TRANSIT CENTER | DIAMOND COMMUNICATIONS | FIRE ALARM MONITORING - TRANSIT | \$ 80.00 |
| 33475 | 07/20/2022 | PW ADMIN | SEWER OPS | DIAMOND COMMUNICATIONS | 07/22 TELEPHONE ANSWERING SERVICE | \$ 115.00 |
| 33475 | 07/20/2022 | COMM & REC CEN | COMM & REC | DIAMOND COMMUNICATIONS | JOHN WELLS CENTER FIRE ALARM INSPECTIONS | \$ 784.50 |
| 33475 | 07/20/2022 | COMM & REC CEN | COMM & REC | DIAMOND COMMUNICATIONS | FIRE ALARM MONITORING - JWYC 08/22-10/22 | \$ 336.00 |
| 33475 | 07/20/2022 | COMM & REC CEN | COMM & REC | DIAMOND COMMUNICATIONS | FIRE ALARM MONITORING - PAN AM | \$ 36.00 |
| 33476 | 07/20/2022 | PD OPS | PD OPS | ESTEVEZ, BRIAN | TUITION REIMBURSEMENT FY 21/22 | \$ 1,947.00 |
| 33477 | 07/20/2022 | FACILITIES | FACILITIES MAINT | FASTENAL COMPANY | TOOLS - SG PNT TREE BURR | \$ 68.00 |
| 33478 | 07/20/2022 | BUILDING | BUILDING | FIRE SAFETY SOLUTIONS, LLC | FIRE PROTECTION SVS 06/16/22-06/30/22 | \$ 20,180.00 |
| 33479 | 07/20/2022 | PD OPS | PD OPS | GAONA, JUAN | TUITION REIMBURSEMENT | \$ 918.00 |
| 33480 | 07/20/2022 | HR | INS/RISK MGT | LIEBERT CASSIDY WHITMORE | LEGAL FEES | \$ 3,366.00 |
| 33481 | 07/20/2022 | RECREATION | AQUATICS PROGRM | CHARLES LUECKER, AUTHORIZED SIGNER | CHLORINE FOR POOL | \$ 3,041.50 |
| 33482 | 07/20/2022 | FINANCE | FINANCE | MUNISERVICES, LLC | SUTA TAX 4TH QTR FY 21/22 | \$ 1,302.39 |
| 33483 | 07/20/2022 | WATER OPS | WATER CONSERV | CITY OF MADERA | TOILET REPLACEMENT REBATE - 9898734 | \$ 100.00 |

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| 33483 | 07/20/2022 | WATER OPS | WATER CONSERV | CITY OF MADERA | TOILET & INSTALL REBATE - 9913461 | \$ 199.00 |
| 33483 | 07/20/2022 | WATER OPS | WATER CONSERV | CITY OF MADERA | TOILET AND INSTALL REBATE - 9918195 | \$ 169.15 |
| 33483 | 07/20/2022 | WATER OPS | WATER CONSERV | CITY OF MADERA | SMART IRRIGATIN CONTROLLER REBATE-9894051 | \$ 67.60 |
| 33483 | 07/20/2022 | WATER OPS | WATER CONSERV | CITY OF MADERA | MULCH REPLACEMENT REBATE - 7898362 | \$ 32.00 |
| 33484 | 07/20/2022 | ENGINEERING | ENGINEERING | MADERA TRIBUNE | LMD ANNEXATION NOTICES AD | \$ 299.00 |
| 33484 | 07/20/2022 | HR | HR/RISK MGT | MADERA TRIBUNE | RECRUITMENT AD - WATER SYSTEMS WORKER | \$ 79.80 |
| 33484 | 07/20/2022 | PLANNING | PLANNING | MADERA TRIBUNE | ANNUAL SUBSCRIPTION - PLNG DEPT | \$ 59.00 |
| 33485 | 07/20/2022 | GRANTS | TRANS - FIXED | MADERA UNIFIED SCHOOL DISTRICT | CNG FUEL USAGE - JUNE 2022 | \$ 904.71 |
| 33485 | 07/20/2022 | GRANTS | TRANS - DAR | MADERA UNIFIED SCHOOL DISTRICT | CNG FUEL USAGE - JUNE 2022 | \$ 904.71 |
| 33486 | 07/20/2022 | FLEET MAINT | FLEET MAINT | MENDOZA, JUAN | TOOL ALLOWANCE | \$ 300.00 |
| 33487 | 07/20/2022 | FINANCE | SOLID WASTE | MID VALLEY DISPOSAL INC. | WASTE DISPOSAL SVS 07/22 | \$ 412,059.42 |
| 33488 | 07/20/2022 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 92.94 |
| 33488 | 07/20/2022 | FINANCE | AIRPORT OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 2,543.44 |
| 33488 | 07/20/2022 | FINANCE | AQUATICS PROGRM | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 2,353.98 |
| 33488 | 07/20/2022 | FINANCE | CENTRAL ADMIN | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 1,213.55 |
| 33488 | 07/20/2022 | FINANCE | CENTRAL ADMIN | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 75.96 |
| 33488 | 07/20/2022 | FINANCE | COMM & REC | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 1,102.59 |
| 33488 | 07/20/2022 | FINANCE | COMM & REC | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 5,678.83 |
| 33488 | 07/20/2022 | FINANCE | DRAINAGE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 776.97 |
| 33488 | 07/20/2022 | FINANCE | DRAINAGE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 288.73 |
| 33488 | 07/20/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 27,614.28 |
| 33488 | 07/20/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 1598348280-1 | \$ 58.11 |
| 33488 | 07/20/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 5225647713-5 | \$ 15.77 |
| 33488 | 07/20/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 5237156686-1 | \$ 39.49 |
| 33488 | 07/20/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 4318089701-9 | \$ 17.39 |
| 33488 | 07/20/2022 | FINANCE | FACILITIES MAINT | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 1,278.60 |
| 33488 | 07/20/2022 | FINANCE | FIRE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 2,492.57 |
| 33488 | 07/20/2022 | FINANCE | FIRE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 2173157566-4 | \$ 1,811.12 |
| 33488 | 07/20/2022 | FINANCE | FIRE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 84.16 |
| 33488 | 07/20/2022 | FINANCE | INTERMODAL BLDG | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 923.70 |
| 33488 | 07/20/2022 | FINANCE | PARKING DIST OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 157.43 |
| 33488 | 07/20/2022 | FINANCE | PARKING DIST OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 167.88 |
| 33488 | 07/20/2022 | FINANCE | PARKS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 3,235.23 |
| 33488 | 07/20/2022 | FINANCE | PARKS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 138.65 |
| 33488 | 07/20/2022 | FINANCE | RECREATION | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 34.64 |
| 33488 | 07/20/2022 | FINANCE | SEWER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 2,232.56 |
| 33488 | 07/20/2022 | FINANCE | SEWER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 32.73 |

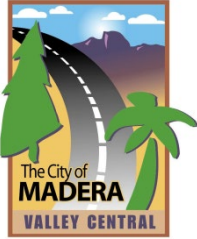
| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|-------------|-----------------|-------------------------------------|---|---------------|
| 33488 | 07/20/2022 | FINANCE | SOLID WASTE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 190.17 |
| 33488 | 07/20/2022 | FINANCE | SOLID WASTE | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 11.59 |
| 33488 | 07/20/2022 | FINANCE | SR CITIZEN COMM | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 44.16 |
| 33488 | 07/20/2022 | FINANCE | SR CITIZEN COMM | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 8.11 |
| 33488 | 07/20/2022 | FINANCE | WATER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 138,996.67 |
| 33488 | 07/20/2022 | FINANCE | WATER OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 45,864.29 |
| 33488 | 07/20/2022 | FINANCE | WWTP | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 153.54 |
| 33488 | 07/20/2022 | FINANCE | ZONE 24 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 10.45 |
| 33488 | 07/20/2022 | FINANCE | ZONE 24 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 66.37 |
| 33488 | 07/20/2022 | FINANCE | ZONE 26 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 10.51 |
| 33488 | 07/20/2022 | FINANCE | ZONE 31A | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 29.02 |
| 33488 | 07/20/2022 | FINANCE | ZONE 31A | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 21.29 |
| 33488 | 07/20/2022 | FINANCE | ZONE 20B | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 20.19 |
| 33488 | 07/20/2022 | FINANCE | ZONE 27B | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 10.51 |
| 33488 | 07/20/2022 | FINANCE | ZONE 2 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 51.45 |
| 33488 | 07/20/2022 | FINANCE | ZONE 3 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 39.02 |
| 33488 | 07/20/2022 | FINANCE | ZONE 31B | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 29.02 |
| 33488 | 07/20/2022 | FINANCE | ZONE 4 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 10.74 |
| 33488 | 07/20/2022 | FINANCE | ZONE 6A | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 64.58 |
| 33488 | 07/20/2022 | FINANCE | ZONE 29C | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 10.71 |
| 33488 | 07/20/2022 | FINANCE | ZONE 8 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 66.19 |
| 33488 | 07/20/2022 | FINANCE | ZONE 16 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 21.88 |
| 33488 | 07/20/2022 | FINANCE | ZONE 13 | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 3533032414-2 | \$ 137.38 |
| 33488 | 07/20/2022 | FINANCE | PD OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 9920095153-3 | \$ 2,631.67 |
| 33488 | 07/20/2022 | FINANCE | PD OPS | PACIFIC GAS & ELECTRIC | 06/22 SERVICE 1715785853-5 | \$ 1,474.58 |
| 33489 | 07/20/2022 | PLANNING | PLANNING | PROVOST & PRITCHARD CONSULTING | CONSULTING SERVICES 04/22 | \$ 16,768.38 |
| 33490 | 07/20/2022 | FLEET MAINT | FLEET MAINT | PUENTES, JUAN | TOOL ALLOWANCE REIMBURSEMENT | \$ 300.00 |
| 33491 | 07/20/2022 | ENGINEERING | CDBG PUB IMPR | SEAL RITE PAVING | PROJECT R-85 ON LILLY ST & VINEYARD AVE | \$ 28,512.36 |
| 33492 | 07/20/2022 | ENGINEERING | WWTP | SPARKLETTS | DRINKING WATER ENGINEERING | \$ 65.56 |
| 33492 | 07/20/2022 | WWTP | WWTP | SPARKLETTS | LAB & DRINKING WATER | \$ 221.17 |
| 33493 | 07/20/2022 | PARKS | PARKS | SITE ONE LANDSCAPE SUPPLY LLC | PAINT SPRAYER | \$ 3,819.92 |
| 33494 | 07/20/2022 | IS | COMPUTER MAINT | SOUTHERN COMPUTER WAREHOUSE | ACRONIS BACKUP SOFTWARE MAINTENANCE | \$ 8,028.32 |
| 33495 | 07/20/2022 | PW ADMIN | SEWER OPS | STATE WATER RESOURCES CONTROL BOARD | WATER TREATMENT CERT FEE T1 - BARKER JEFF | \$ 70.00 |
| 33496 | 07/20/2022 | WATER OPS | WATER QUALITY | STATE WATER RESOURCES CONTROL BOARD | GRADE T2 EXAM FEES | \$ 65.00 |
| 33497 | 07/20/2022 | WATER OPS | WATER QUALITY | STATE WATER RESOURCES CONTROL BOARD | GRADE D2 CERTIFICATION RENEWAL | \$ 60.00 |
| 33498 | 07/20/2022 | FINANCE | PAYROLL TRUST | STATE OF CALIFORNIA | FRANCHISE TAX DEDUCTIONS | \$ 200.00 |
| 33499 | 07/20/2022 | PW ADMIN | AIRPORT OPS | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 35.00 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|-------------|-----------------|---------------------------------------|---|--------------|
| 33499 | 07/20/2022 | PW ADMIN | CENTRAL ADMIN | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 45.00 |
| 33499 | 07/20/2022 | PW ADMIN | COMM & REC | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 435.00 |
| 33499 | 07/20/2022 | PW ADMIN | ENGINEERING | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 60.00 |
| 33499 | 07/20/2022 | PW ADMIN | FIRE | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 70.00 |
| 33499 | 07/20/2022 | PW ADMIN | INTERMODAL BLDG | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 75.00 |
| 33499 | 07/20/2022 | PW ADMIN | SEWER OPS | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 25.00 |
| 33499 | 07/20/2022 | PW ADMIN | SOLID WASTE | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 25.00 |
| 33499 | 07/20/2022 | PW ADMIN | WATER OPS | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 25.00 |
| 33499 | 07/20/2022 | PW ADMIN | WWTP | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 45.00 |
| 33499 | 07/20/2022 | PW ADMIN | PD OPS | TECH. MASTER PEST MANAGEMENT | 07/22 PEST CONTROL SERVICES | \$ 40.00 |
| 33499 | 07/20/2022 | WATER OPS | WATER OPS | TECH. MASTER PEST MANAGEMENT | JUNE 2022 WELL SITES PEST CONTROL SVS | \$ 500.00 |
| 33500 | 07/20/2022 | FINANCE | FINANCE | THALES CONSULTING, INC. | SCO REPORTS - CITY & SPECIAL DISTRICT 21/22 | \$ 3,700.00 |
| 33501 | 07/20/2022 | ENGINEERING | LTF - STREETS | VILLA GARDENING SERVICE INC | ARBORIST SERVICES | \$ 450.00 |
| 33502 | 07/20/2022 | FINANCE | PAYROLL TRUST | VANTAGEPOINT TRANSFER AGENTS-457 | EE DEFERRED COMP CONTRIBUTIONS | \$ 29,109.48 |
| 33503 | 07/20/2022 | RECREATION | AQUATICS PROGRM | WECO WELDING, PAINT, SUPPLIES & EQUIP | CO2 FOR POOL | \$ 216.00 |
| 33504 | 07/20/2022 | PARKS | PARKS | WEST COAST ARBORISTS, INC. | STREET TREE MAINTENANCE 06/01/22-06/15/22 | \$ 3,600.00 |
| 33505 | 07/20/2022 | ENGINEERING | ENGINEERING | YAMABE & HORN ENGINEERING | TRACT 22-S-2 MAP REVIEW | \$ 1,400.00 |
| 33506 | 07/20/2022 | HR | INS/RISK MGT | OVERPAYMENTS | MERP CALIMS PAYMENTS REIMBURSEMENT | \$ 97.06 |
| 33507 | 07/20/2022 | ENGINEERING | MEASURE T -LTP | ACQUISITION | RIGHT OF AWAY AQUISITION PER RES 22-50 | \$ 968.00 |
| 33508 | 07/20/2022 | ENGINEERING | MEASURE T -LTP | ACQUISITION | RIGHT AWAY AQUISITION PER RES 22-50 | \$ 942.00 |
| 33509 | 07/20/2022 | ENGINEERING | MEASURE T -LTP | ACQUISITION | RIGHT AWAY AQUISITION PER RES 22-50 | \$ 936.00 |
| 33510 | 07/20/2022 | WATER OPS | WATER CONSERV | OTP- REBATES | TURF REPLACEMENT REBATE TR 21-51 | \$ 2,660.00 |
| 33511 | 07/20/2022 | WATER OPS | WATER CONSERV | OTP- REBATES | TURF REPLACEMENT REBATE TR 21-56 | \$ 1,598.00 |
| 33512 | 07/20/2022 | FINANCE | FINANCE | BL REFUNDS | REIMBURSE BL APP FEE - DUPLICATE PAYMENT | \$ 50.00 |
| 33513 | 07/20/2022 | PARKS | SPORTS PROGRAMS | OTP- PARKS REFUNDS | SPORTS CANCELLATION REFUND | \$ 352.50 |
| 33514 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 2662 PEAR TREE | \$ 151.23 |
| 33515 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1257 LUCCA | \$ 227.10 |
| 33516 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB 2910 FALCON | \$ 23.08 |
| 33517 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB 2910 FALCON | \$ 577.29 |
| 33517 | 07/20/2022 | UB - WATER | SEWER FUND | OTP- UB REFUNDS | UB 2910 FALCON | \$ 479.46 |
| 33518 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 940 SUBURBAN | \$ 306.34 |
| 33519 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB 2910 FALCON | \$ 463.55 |
| 33519 | 07/20/2022 | UB - WATER | SEWER FUND | OTP- UB REFUNDS | UB 2910 FALCON | \$ 659.22 |
| 33520 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1119 LACRETA | \$ 185.86 |
| 33521 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB 2910 FALCON | \$ 423.29 |
| 33521 | 07/20/2022 | UB - WATER | SEWER FUND | OTP- UB REFUNDS | UB 2910 FALCON | \$ 602.16 |
| 33522 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 309 N L | \$ 1.72 |

| CHECK | PAY DATE | DEPARTMENT | PAID FROM ORG | ISSUED TO | DESCRIPTION | AMOUNT |
|-------|------------|------------|-----------------|------------------------------------|--|---------------|
| 33523 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 960 GEORGIA | \$ 960.62 |
| 33524 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1179 COLOMBARD | \$ 2.75 |
| 33525 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 3598 PACIFICA | \$ 115.50 |
| 33526 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 3604 PACIFICA | \$ 88.73 |
| 33527 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1436 GRAPE | \$ 249.61 |
| 33528 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1925 HOWARD | \$ 267.77 |
| 33529 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1158 LAGUNA | \$ 219.65 |
| 33530 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 395 BO TREE | \$ 137.60 |
| 33531 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 668 MACADAMIA | \$ 83.93 |
| 33532 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1291 OSO | \$ 95.22 |
| 33533 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1118 MALTA | \$ 294.89 |
| 33534 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1149 COUNTRY CLUB | \$ 912.98 |
| 33535 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 2503 FOXGLOVE | \$ 137.36 |
| 33536 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 708 S LAKE | \$ 92.91 |
| 33537 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1143 COUNTRY CLUB | \$ 1,495.57 |
| 33538 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 112 JOSEPH | \$ 71.37 |
| 33539 | 07/20/2022 | UB - WATER | SOLID WASTE | OTP- UB REFUNDS | UB TERM REFUND 1955 INDEPENDENCE STE 101 | \$ 41.90 |
| 33540 | 07/20/2022 | UB - WATER | WATER FUND | OTP- UB REFUNDS | UB TERM REFUND 1408 ADANAC | \$ 127.50 |
| 101 | 07/12/2022 | FINANCE | PAYROLL TRUST | NAVIA BENEFIT SOLUTIONS INC | FSA SECTION 125 DISBURSEMENT 07/12/2022 | \$ 547.63 |
| 102 | 07/19/2022 | FINANCE | PAYROLL TRUST | NAVIA BENEFIT SOLUTIONS INC | FSA SECTION 125 DISBURSEMENT 07/19/2022 | \$ 620.02 |
| 103 | 07/15/2022 | HR | CITY CLERK | EMPLOYEE BENEFIT SPECIALISTS, INC. | AUGUST BENEFIT PREMIUMS | \$ 848.00 |
| 103 | 07/15/2022 | HR | PAYROLL TRUST | EMPLOYEE BENEFIT SPECIALISTS, INC. | AUGUST BENEFIT PREMIUMS | \$ 366,970.07 |
| 103 | 07/15/2022 | HR | PD OPS | EMPLOYEE BENEFIT SPECIALISTS, INC. | AUGUST BENEFIT PREMIUMS | \$ 848.00 |
| 104 | 07/15/2022 | FINANCE | WWTP BOND ADMIN | BBVA USA | 2021 WASTEWATER REV REF BOND | \$ 452,505.00 |
| 105 | 07/15/2022 | FINANCE | WWTP BOND ADMIN | BANK OF NEW YORK MELLON | 2015 WASTEWATER REV REF BOND PMT | \$ 234,434.18 |
| 105 | 07/15/2022 | FINANCE | WWTP BOND ADMIN | BANK OF NEW YORK MELLON | 2019 LEASE REVENUE BOND PAYMENT | \$ 81,300.00 |
| 106 | 07/15/2022 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | EE DEFERRED COMP CONTRIBUTIONS | \$ 10,017.94 |
| 107 | 07/15/2022 | FINANCE | PAYROLL TRUST | N.P.C.-ORCHARD TRUST COMPANY | EE DEFERRED COMP CONTRIBUTIONS | \$ 3,943.68 |

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 9,272,975.66



REPORT TO CITY COUNCIL

Approved by:



Arnaldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: B-3

SUBJECT:

Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

RECOMMENDATION:

Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days

SUMMARY:

On January 19, 2022, the Council elected to return to remote meetings as permitted under AB 361. Approval of the resolution allows for the remote meeting procedures that the City had been using throughout the COVID-19 pandemic, subject to certain requirements that must be considered as part of the determination (by resolution) to adopt remote meeting protocols.

DISCUSSION:

The City may meet via remote teleconferencing if it adopts a resolution, that makes specific findings in support of conducting remote meetings. The City may extend the authorization in additional 30 day increments for the duration of the declared emergency, or until the Council decides to return to in-person meetings, or otherwise continues to comply with the regular remote meeting requirements of the Brown Act.

Table 1 identifies the differences between standard Brown Act remote teleconferencing and AB 361 teleconferencing. It is noted the City must still provide advance notice of public meetings and must continue to post meeting agendas consistent with the provisions of the Brown Act.

Table 1: Comparison of Public Meeting requirements (Brown Act vs. AB 361)

| <i>Brown Act Requirement</i> | <i>Requirement Under AB 361</i> |
|--|--|
| <p>If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.</p> | <ul style="list-style-type: none"> ▪ Agendas not required to be posted at all teleconference locations. ▪ Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. |
| <p>If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.</p> | <ul style="list-style-type: none"> ▪ Agendas are not required to identify each teleconference location in the meeting notice/agenda. ▪ Local agencies are not required to make each teleconference location accessible to the public. |
| <p>If the legislative body of a local agency elects to use teleconferencing during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.</p> | <ul style="list-style-type: none"> ▪ No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction. |
| <p>If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.</p> | <ul style="list-style-type: none"> ▪ In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment. ▪ The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. ▪ The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly. ▪ In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the |

Table 1: Comparison of Public Meeting requirements (Brown Act vs. AB 361)

| <i>Brown Act Requirement</i> | <i>Requirement Under AB 361</i> |
|------------------------------|---|
| | <p>event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.</p> <ul style="list-style-type: none">▪ Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed. |

ATTACHMENTS:

1. Resolution Regarding Remote Teleconference Meetings

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY
COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING
COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361
FOR A PERIOD OF THIRTY DAYS**

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including the City of Madera; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a Proclamation Declaring a National Emergency Concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a Proclamation of a State of Emergency in response to COVID-19 on March 4, 2020; and

WHEREAS, the City Council of the City of Madera adopted a proclamation of a local emergency related to the COVID-19 virus on March 16, 2020; and

WHEREAS, the City of Madera (“City”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and Boards, Commissions, and Standing Committees (hereafter collectively referred to as “legislative bodies;” and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953 (b) (3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;

4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's Boards, Commissions, and Standing Committees to meet safely in person; and
2. The State of California and the County of Madera continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by Council Members as well as Board, Commission, and Standing Committee Members and the

public via Zoom in an effort to protect the constitutional and statutory rights of all attendees;
and

WHEREAS, Government Code Section 54953 (e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency.

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

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

Section 2. The City Council finds that the state of emergency conditions related to COVID- 19 as set forth in the Governor’s and City’s Proclamations of Emergency and are on-going.

Section 3. The City Council further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor and the City in the City and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the City Council and the members of the City’s Boards, Commissions, and standing committees to meet safely in person and such fact creates an imminent health risk to such members.

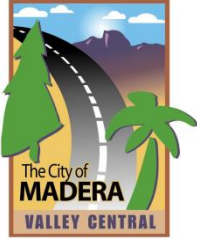
Section 6. The City Council hereby authorizes the City Council and all of the Boards, Commissions, and Standing Committees of City to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all City Council meetings, and all Boards, Commissions, and standing committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) September 2, 2022 or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without

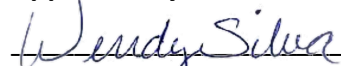
compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

* * *



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnaldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: B-4

SUBJECT:

Participation in the Madera County Department of Public Health Emergency Preparedness Subcommittee Hospital Preparedness Program

RECOMMENDATION:

Adopt a Minute Order approving a Letter of Participation as a participating member in the Madera County Department of Public Health Emergency Preparedness Subcommittee Hospital Preparedness Program and authorizing the City Manager to sign the letter

SUMMARY:

The Madera County Department of Public Health (MCDPH) Emergency Preparedness Subcommittee is a voluntary multidisciplinary, multi-agency body, to partner and collaborate with the Madera County Hospital Preparedness Program (HPP) to coordinate healthcare preparedness for all-hazard emergencies through mitigation, planning, response, and recovery. The City has actively participated in the Subcommittee since its inception in 2004. The HPP is on a five year (5 year) grant cycle and MCDPH is seeking Letters of Participation from participating agencies in support of their 2022-2027 grant application.

DISCUSSION:

The City of Madera has been an active participant of the MCDPH Emergency Preparedness Subcommittee since its inception in 2004. The City attends and participates in the quarterly meetings held by the Subcommittee as well as participates in emergency preparedness exercises and emergency preparedness trainings as they are made available. MCDPH is seeking letters of continued commitment as they move into a new grant cycle. Typically, Risk Management and Police Department staff represent the City on the Subcommittee. Other participating agencies include the school district, City of Chowchilla, all area hospitals, nursing homes, ambulance service, hospice providers, and many other community partners. Staff recommends and seeks

Council's concurrence to continue as an active member of the Subcommittee, continuing our partnership with the health community as it relates to emergency preparedness.

FINANCIAL IMPACT:

There is no monetary impact, however staff time is required for Subcommittee participation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Participation in the multi-agency Emergency Preparedness Subcommittee supports the City in achieving the following Vision Strategies:

- 421 First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.
- 421.5 Continue to provide emergency response training for City Emergency Operations Center staff.
- 422 Regional Law Enforcement Communications: Improve community safety through a coordinated regional emergency, law-enforcement and protective services system.

ALTERNATIVES:

Council could direct staff cease participation in the Emergency Preparedness Subcommittee.

ATTACHMENTS:

1. Madera County Department of Public Health Emergency Preparedness Subcommittee Letter of Participation Hospital Preparedness Program Grant Year 2022-2027



**Madera County Department of Public Health
Emergency Preparedness Subcommittee
Letter of Participation
Hospital Preparedness Program (HPP)
Grant Year 2022-2027**

SARA BOSSE
Public Health Director

SIMON PAUL, M.D.
Health Officer

With this letter City of Madera
(Company/institution or federal, state, local or tribal agency) joins the Madera County Emergency Preparedness Subcommittee, a voluntary multidisciplinary, multi-agency body, to partner and collaborate with the Madera County Hospital Preparedness Program (HPP) to coordinate healthcare preparedness for all-hazard emergencies through mitigation, planning, response and recovery.

The Partner's Role:

1. Designate a representative to actively participate in the Madera County Emergency Preparedness Subcommittee.
2. Participate and assist in defining role and responsibilities for healthcare facilities regarding the top three hazards identified in the Medical Health Hazard Vulnerability Assessments (MHHVAs) and identify gaps in meeting capabilities needed to perform participant roles and responsibilities.
3. Attend as many Madera County Emergency Preparedness Subcommittee meetings per fiscal year as feasible.
4. Participate in all aspects of the annual Statewide Medical Health Exercise.
5. Participate in appropriate Hospital Preparedness Program/emergency preparedness trainings, drills, and exercises as they are made available.

Madera County HPP Entity's Role:

1. Promote communication, collaboration, and resource sharing in accordance with the California Public Health and Medical Emergency Operations Manual (CA-EOM) during a disaster among the Madera County Emergency Preparedness Subcommittee.
2. Assume a leadership role in the Madera County Emergency Preparedness Subcommittee by:
 - a. Presiding over Subcommittee meetings
 - b. Creating and distributing meeting announcements and agendas
 - c. Recording and distributing meeting minutes
 - d. Maintaining permanent archives of meeting minutes
3. Promote outreach to identify new Madera County Emergency Preparedness Subcommittee partners, including but not limited to, public and private medical, health, or skilled nursing service providers; community-based organizations; and governmental bodies with an interest in the provision of healthcare in Madera County during disasters or other states of emergency.





**Madera County Department of Public Health
Emergency Preparedness Subcommittee
Letter of Participation
Hospital Preparedness Program (HPP)
Grant Year 2022-2027**

SARA BOSSE
Public Health Director

SIMON PAUL, M.D.
Health Officer

- 4. Facilitate training and equipment resources to Madera County Emergency Preparedness Coalition partners through the Hospital Preparedness Program grant.

Subcommittee’s Role:

- 1. The role of this Subcommittee is to provide recommendations regarding healthcare preparedness for all-hazards emergencies in Madera County. As such, the Subcommittee is not a policy making entity.
- 2. Such an advisory role does not obligate this Subcommittee, or any member, to perform any specific administrative, fiscal, or disciplinary function.
- 3. This Subcommittee, in keeping with its purpose, shall not encumber itself with any binding contract or fiduciary role.
- 4. Other than potential loss of eligibility for HPP grant funding, any member of this Subcommittee can withdraw participation, at any time, for any reason, without prejudice or penalties.

By participating in the Madera County Preparedness Subcommittee through the provisions listed above, HPP qualified healthcare entities (hospitals, clinics, LEMSA, skilled nursing facilities) may be eligible to receive Hospital Preparedness Program grant funding.

Signed by: _____
Authorized Company Representative Signature

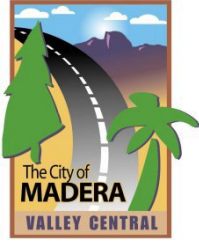
Name: Arnoldo Rodriguez

Title: City Manager

Date: 7/20/2022

TC 7.7.2022





REPORT TO CITY COUNCIL

Council Meeting of: August 3, 2022

Agenda Number: B-5

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

SUBJECT:

Sidewalk Improvements to Maple, Santa Cruz, and Monterey Streets

RECOMMENDATION:

Adopt a Minute Order Approving:

- 1) Acceptance of the Construction of Sidewalk Improvement – Maple Street – Santa Cruz Street – Monterey Street, CDBG Project No. B19MC060053, City Project No. R-84
- 2) The Recording of Notice of Completion
- 3) The release of retention 35 days after recording of the Notice of Completion

SUMMARY:

The City Council (Council), at its February 2, 2022 meeting, awarded a contract to Witbro, Inc. dba Seal Rite Paving and Grading for the Project in the amount of \$254,678. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

A final project inspection was conducted by City staff pursuant to the construction drawings. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded. The work in general consisted of installation of sidewalk in the area bound by Maple, Santa Cruz, and Monterey Streets. A crosswalk at the intersection of Maple Street and Santa Cruz Streets was also enhanced. A map of said improvements is provided in Attachment 1.

It is noted that two Change Orders were processed. The change orders consisted of costs due to unforeseen conditions, and final balancing change order involving additives or deductive items

based on the total worked performed versus the total quantity included in the bid item.

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

| Table 1: Project Summary, including Change Orders | | |
|--|----------------------------|---|
| <i>Original Contract Amount</i> | <i>Total Change Orders</i> | <i>Total Construction Contract Cost</i> |
| \$254,678.00 | \$9,903.55 | \$264,581.55 |

The total cost of the Change Orders increased the cost of the project approximately 3.88 percent, wherein a contingency of up to 15 percent of the original contract amount was included. The construction project was completed within the adjusted contract time and available budget.

FINANCIAL IMPACT:

There is no fiscal impact to the City’s General Fund given that funding for the project was from the Community Development Block Grant (CDBG) Program funding and Measure T Funds. These funds were included in the City’s CIP Budget FY 2021/22.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

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

ATTACHMENTS:

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

ATTACHMENT 1

Location Map

LOCATION MAP

SIDEWALK IMPROVEMENTS - MAPLE STREET - SANTA CRUZ STREET - MONTEREY STREET



ATTACHMENT 2

Notice of Completion

Recording Requested by:
City of Madera

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |

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

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

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____ | _____ |

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

10. The street address of said property is _____
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

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

(Signature of Officer)

Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2022 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Alicia Gonzales
City Clerk

ATTACHMENT 3

Pictures



Figure 1 – Before to New Sidewalk along Maple Street



Figure 2 – After New Sidewalk along Maple Street



Figure 3 – Before New sidewalk along Santa Cruz Street



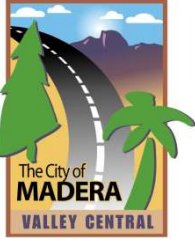
Figure 4 – After New sidewalk along Santa Cruz Street



Figure 5 – Before New sidewalk along Monterey Street



Figure 6 – After New sidewalk along Monterey Street



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, Department Director


Arnaldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: B-6

SUBJECT:

Engineering design services for Bid Package 3 for Sidewalk Improvements at Various Locations

RECOMMENDATION:

1. Adopt a Resolution approving a consultant services agreement with O'Dell Engineering in the amount of \$402,344 for engineering design services for Bid Package 3 Sidewalk Improvements at Various Locations, City Project R-94, AHSC Project No. 19-AHSC-12760;
2. Adopt a Resolution appropriating \$450,000 to Fiscal Year (FY) 2022/23 Capital Projects, City Project R-94, AHSC Project No. 19-AHSC-12760.

SUMMARY:

The City received a Affordable Housing and Sustainable Communities (AHSC) Grant for offsite improvements and programs related to the Veterans Housing Project at 5th and C Streets. In order to expediate the project, staff is proposing that the City retain an outside firm to assist in the design of the various improvements. The consultant services agreement with O'Dell Engineering is for design engineering and preparation of contract documents including plans and technical specifications for Bid Package 3 Sidewalk Improvements at Various Locations (Project). The agreement also stipulates that the consultant will provide specified engineering support services during construction.

BACKGROUND:

This Project is part of multiple projects funded by a AHSC grant awarded to the City in 2019. The Department of Housing and Community Development allocated \$3.6 million for the design, implementation and construction of bus stop enhancements, transit amenities, sidewalk improvements, bike lane improvements, and safety enhancements at George Washington Elementary. All work under this grant agreement must be complete prior to June 2024.

The grant will allow the City to construct over three miles of sidewalks in the City. If approved, this item would provide construction drawings for said three plus miles. This would constitute the second project completed as part of the City's \$3.6 million award.

In accordance with the City's Capital Improvement Program (CIP), design and construction of Bid Package 3 Sidewalk Improvements at Various Locations will be funded in Fiscal Year (FY) 2022/23 by AHSC funds.

A Request for Proposals (RFP) for the engineering design services was released for advertisement on May 12, 2022, on the City's website, Madera Tribune, and Ebidboard website. Given the competitive nature of engineering services, City staff contacted local engineering firms to solicit interest. As summarized in Table 1, the City received three engineering proposals on June 8, 2022.

| Table 1: Responses to the City's RFP |
|---|
| <i>Firm</i> |
| O'Dell Engineering |
| Peters Engineering Group |
| GHD |

The evaluation of these bids was based on:

- Qualifications/Experience (30 percent)
- Organization/Approach (20 percent)
- Scope of Services (20 percent)
- Manpower (20 percent)
- Schedule of Work (10 percent)

After a thorough evaluation, an internal City team selected O'Dell Engineering as the preferred team. Negotiations commenced to come to an agreement on a fee and contract terms.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. All engineering design funding is derived from the Affordable Housing and Sustainable Communities Grant.

Funding for the project design phase of the project is included in the Draft 2022/23 CIP and was to be appropriated with the Fiscal Year (FY) 2022/23 Capital Improvement Budget. Because the City is operating under a continuing budget resolution, it is necessary to appropriate the funds needed for this agreement. Attachment 2 is a resolution appropriating \$450,000 toward the Fiscal Year (FY) 2022/23 Capital Improvement Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

As an alternative, Council may direct staff to:

- Not enter into an agreement with O’Dell Engineering. Delays will result; the cost of engineering may increase and may result in loss of funds.
- Request that staff conduct additional research and continue the item to a future meeting.

ATTACHMENTS:

1. Resolution approving Agreement
 - a. Exhibit A - Consultant Services Agreement
2. Budget Appropriation Resolution
 - a. Exhibit A – Budget Appropriation
3. Location Map

ATTACHMENT 1

Resolution Approving Agreement

RESOLUTION NO. 22-_____

A RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH O'DELL ENGINEERING IN THE AMOUNT OF \$402,344 FOR ENGINEERING DESIGN SERVICES FOR BID PACKAGE 3 SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS, CITY PROJECT R-94, AHSC PROJECT NO. 19-AHSC-12760;

WHEREAS, the City has a need for Bid Package 3 Sidewalk Improvements at Various Locations (Project); and

WHEREAS, engineering services by a professional firm are required for the Project; and

WHEREAS, the City of Madera (City) published a Request for Proposal (RFP) on the City's website and solicited firms to provide a proposal for the Project; and

WHEREAS, the City received three proposals in response to the RFP; and

WHEREAS, O'Dell Engineering was selected based on their experience and knowledge of the proposed project.

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 approval of a consultant services Agreement, attached hereto as Exhibit A, with O'Dell Engineering in the amount \$402,344.00 for engineering design services for Bid Package 3 Sidewalk Improvements at Various Locations
3. This resolution is effective immediately.

EXHIBIT A

CONSULTANT SERVICES AGREEMENT

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND
O'DELL ENGINEERING**

This Agreement for Consultant Services ("Agreement") is made and entered into this _____ day of _____, 2022 between the City of Madera, a municipal corporation of the State of California, ("CITY"), and O'Dell Engineering ("CONSULTANT").

RECITALS

WHEREAS, CITY plans to obtain Consultant Services Agreement with O'Dell Engineering in the amount of \$402,334.00 for engineering design services for Sidewalk Improvements at Various Locations in Madera, City Project R-94, AHSC Agreement No. 19-AHSC-12761; and

WHEREAS, CITY needs professional engineering services for the Project; and

WHEREAS, CITY engaged in a competitive Request for Proposals process for the desired work; and

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

WHEREAS, CITY desires to hire CONSULTANT for to provide professional services for the Project.

AGREEMENT

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

ARTICLE I. STATEMENT OF WORK

A. Scope of Services

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

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).

E. CITY Obligations

The CITY shall provide CONSULTANT with the following:

- a. Project Manager to work and coordinate with CONSULTANT.
- b. Timely review of all submittals.

- c. Payment of fees for permits.
- d. The data in its possession that is required for CONSULTANT'S performance.

ARTICLE II. COST PROPOSAL.

The work to be performed under this AGREEMENT is described in Article I Statement of Work and the approved CONSULTANT's Cost Proposal dated July 08, 2022. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference as if fully set forth. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Project Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with CITY's Project Manager, as needed, to discuss progress on the AGREEMENT.

ARTICLE IV. PERFORMANCE PERIOD

- A. The Parties shall agree on a Notice to Proceed date. The time for performance of this Agreement shall commence on the Notice to Proceed date and shall end on January 1, 2024, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by the City Council.
- C. Time is of the essence in the completion of the services covered by this AGREEMENT. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this AGREEMENT, at the option of the CITY.

ARTICLE V. INDEPENDENT CONTRACTOR

- A. For the purposes of this Agreement, "CONSULTANT" shall be deemed to include not only CONSULTANT, but also any agent, employee, subcontractor or subconsultant of CONSULTANT. CONSULTANT acknowledges and agrees that at all times, CONSULTANT or any agent or employee of CONSULTANT shall be deemed at all times to be an independent CONSULTANT and is wholly

responsible for the manner in which it performs the services and work requested by CITY under this Agreement.

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

ARTICLE VI. ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article I Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Project Manager of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice

must contain the final cost and all credits due. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY. Invoices shall be mailed and emailed to CITY's Project Manager, Jonathan Gramajo, Assistant Engineer, at the City of Madera, 428 E. Yosemite Avenue, Madera, CA 93638

- E. The total amount payable by CITY shall not exceed \$402,344.00.

ARTICLE VII. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of \$402,344.00 dollars.

ARTICLE VIII. TERMINATION

- A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date.
- B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in ARTICLE VIII. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE IX. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE X. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE XI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S City Manager or designee.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S City Manager or designee of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of

AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Project Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XII. SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any subconsultants, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants/subcontractors is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Project Manager, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.
- E. Any substitution of Subconsultants must be approved in writing by the CITY Project Manager in advance of assigning work to a substitute Subconsultant.

ARTICLE XIII. ASSIGNMENT

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligations under this Agreement except with the prior written consent of the other party.

ARTICLE XIV. STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer

(http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Project Manager by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Project Manager.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion

thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XV. CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XVII. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVIII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and

Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XIX. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility.

Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#) , or in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTS financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY's Project Manager.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Project Manager.
- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Project Manager within thirty (30) calendar days.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XXI. INSURANCE

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- \$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 Automobile Liability combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all

times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

ARTICLE XXII. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless (but, for claims alleging professional liability, shall not defend) City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable legal counsel's fees and costs based on a third party tort claim, but only to the extent caused by the negligence of Consultant (and its Subconsultants), on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable legal counsel's fees and costs, court costs, defense costs, and expert witness fees), based on a third party tort claim, to the extent caused by, the negligent performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault.

ARTICLE XXIII. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXIV. CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Project Manager.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Project Manager.

ARTICLE XXV. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXVI. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Project Manager and CITY's Engineer, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXVII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXVIII. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY

Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXIX. OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXX. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXXI. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXXII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXIII. EVALUATION OF CONSULTANT

CONSULTANT’s performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXIV. RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXV. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY OF MADERA

Keith Helmuth, City Engineer
Engineering Department
428 E. Yosemite Ave
Madera, CA 93638

CONSULTANT

Mike Persak, Senior Project Manager
O’Dell Engineering
1165 Scenic Drive, Suite A
Modesto, CA 95350

ARTICLE XXXVI CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXVII

SIGNATURES

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

CITY OF MADERA

By: _____

Santos Garcia, Mayor

O'DELL ENGINEERING

By: _____

Name:

Title: _____

Taxpayer ID Number

APPROVED AS TO FORM:

By: _____

Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____

Alicia Gonzales, City Clerk

ATTACHMENT 2

Budget Appropriation Resolution

RESOLUTION NO. 22-_____

**A RESOLUTION APPROPRIATING \$450,000 TO FISCAL YEAR (FY) 2022/23
CAPITAL PROJECTS
CITY PROJECT R-94, AHSC PROJECT NO. 19-AHSC-12760;**

WHEREAS, the Capital Improvement Program (CIP) includes a project to design and construct sidewalk improvements, bike lanes, and safety improvements at various locations in Madera in connection with the Veterans Housing project located at 5th Street and C Street ; and

WHEREAS, this project is funded through a Affordable Housing and Sustainable Communities Grant; and

WHEREAS, engineering services by a professional firm are required for Bid Package 3 Sidewalk Improvements at Various Locations component of the Project; and

WHEREAS, there is a desire to enter into a consultant services agreement and incur expenses related to the preliminary engineering phase prior to adoption of the City's FY 2022/23 Budget.

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. Funds shall be appropriated in the FY 2022/23 Capital Projects Budget in accordance with Exhibit A, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

EXHIBIT A

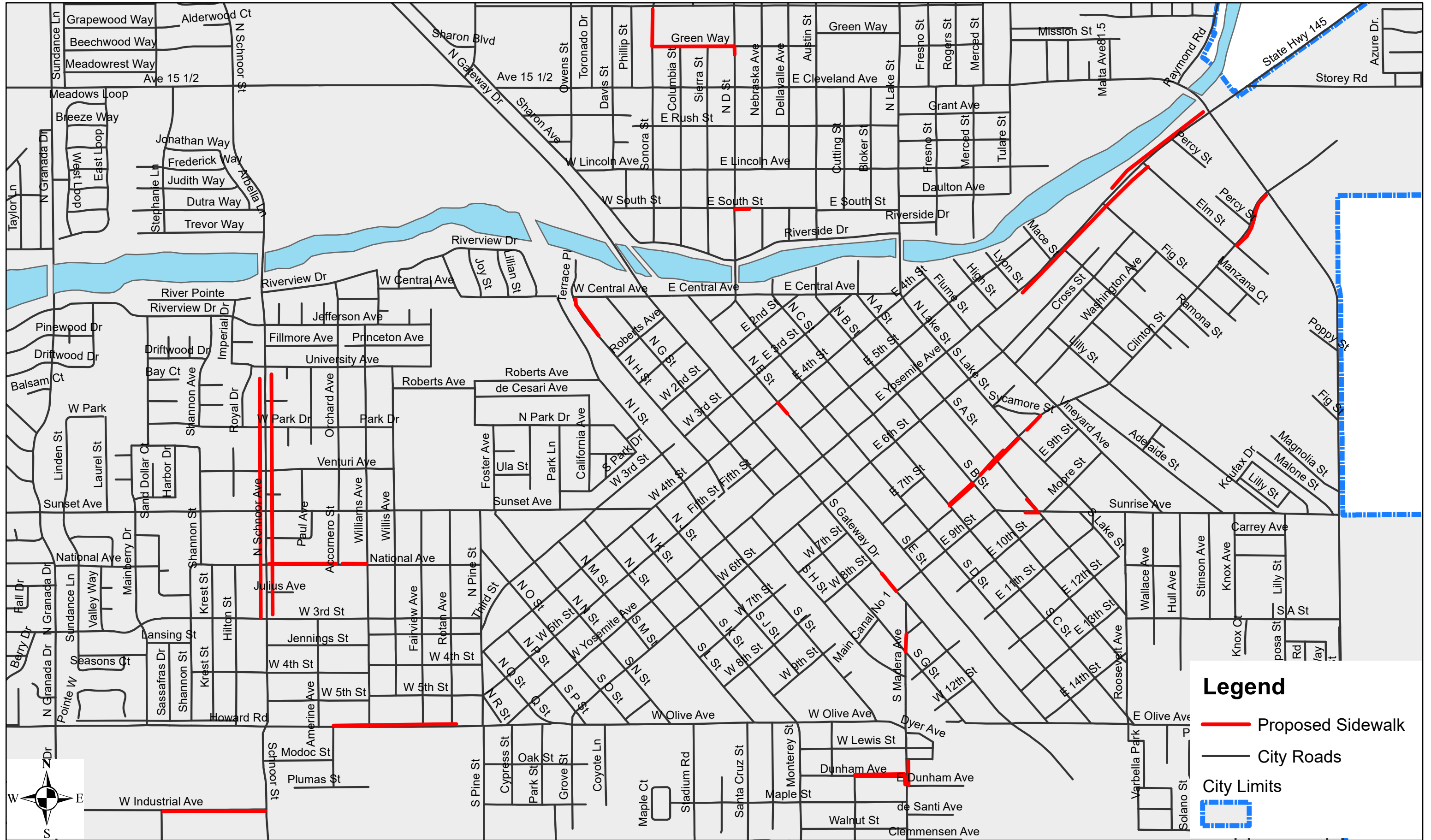
**FY 22/23 BUDGET APPROPRIATION FOR
SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS, R-00094**

| ORG CODE | OBJECT CODE | PROJECT CODE | DESCRIPTION | APPROPRIATED CHANGES | |
|----------|-------------|--------------|-----------------------|----------------------|-----|
| | | | | (+) | (-) |
| 40210000 | 7050 | R-00094 | Sidewalk Design Phase | \$450,000.00 | |
| | | | TOTALS | \$450,000.00 | |

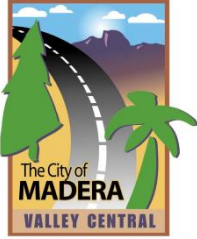
ATTACHMENT 3

Location Map

SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS



CITY PROJECT R-94 BID PACKAGE 3



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: B-7

SUBJECT:

Amendment No. 2 to the Lease Agreement between the City and Madera Cab Company

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 2 to the Lease Agreement between the City and Madera Cab Company for the use of office space at the Madera Intermodal Transit Center

SUMMARY:

The City owns the Madera Intermodal Transit Center (MITC) located on N. E St., between E. Yosemite Ave. and E. 5th Street. The City owns the building and has no outstanding debt on said improvements. Currently, a small portion of the building is leased to the Madera Cab Company (MCC). The other portions of the building are currently vacant. Previously, the MITC housed Madera Metro transit operator MV Public Transportation, Inc. (MVPT Inc) and Greyhound Lines, Inc. In October of 2020 MVPT Inc relocated to the newly built Transit Center. As of March 2022, Greyhound decided to discontinue the lease with MITC due to loss of revenue. Greyhound continues servicing the City and uses the MITC as a service destination. Thus, buses arrive; however, they do not access the building.

The MITC is designed to offer multiple modes of transportation and connectivity through Greyhound, Taxi, Madera County public transit system (Madera County Connection), and the City's public transit system (Madera Metro). The current lease agreement with MCC sunsets on August 31, 2022 and does not contain terms for extension or renewal, but all parties agree to the benefit of offering multiple modes of transportation at a central location.

- Floor space of the MITC is considered commercial retail and lease prices are marketed between- \$0.90 - \$1.10 per square foot (sf), which is comparable to other prices in Downtown Madera.

- Madera Cab Company has access to a Common Area that includes a waiting area, restrooms, foyer, and access to bus driveways, a bus boarding area, and cab parking.

It is noted that as part of the Affordable Housing Sustainable Community (AHSC) Grant (5th and C Streets), funds were included to complete several projects, including improving the MITC. The City received approximately \$288,000 as part of the grant to improve the station, which also includes the installment of bike racks, bus signage, and security enhancements to improve safety within one mile of the new residential buildings. While renovations will cause some disruption to the tenants, efforts will be made to minimize said impacts and to avoid prolonged closures.

Staff is still working towards determining the best use of the MITC. However, renovations are forthcoming, therefore staff is recommending that Council consider a 12-month lease agreement with MCC with a contingency. The contingency to the agreement is defined as to when renovations to the MITC are scheduled to occur, the agreement between the City and MCC will be suspended. In the spirit of fairness, the City will continue to negotiate with MCC following the renovation.

Table 1 summarizes the proposed lease agreement with MCC:

| Table 1: Lease Agreement Comparison | | |
|--|---------------------------|---------------------------|
| | <i>Existing Agreement</i> | <i>Proposed Agreement</i> |
| Rate per square foot (sf) | \$1.00 | \$1.00 |
| Lease Area in (sf) | 160 | 160 |
| Lease rate per month | \$175 | \$175 |
| Access to common areas | Yes | Yes |
| Agreement sunsets | August 31, 2022 | August 31, 2023 |
| Length of Agreement | 6 Months | 12 Months |
| Utilities | Lessee | Lessee |
| Maintenance of common areas | City | City |

In addition to the leased space, the City will continue to manage repair, maintenance and janitorial services for the building, common areas and parking. MCC is responsible for janitorial costs of their leased space and pay a pro-rata share based on amount of space leased towards the City's contracted janitorial service to meet this commitment.

Should the recommended terms of the agreement not be approved, staff is recommending the lease operates on a month-to-month basis until a new lease is executed.

FINANCIAL IMPACT:

There is no impact to the General Fund as revenue and expenses related to the MITC only affects the Transit budgets. Approving the leases will generate approximately \$2,100 that will help defray some of the cost of maintaining the MITC and improve Madera Transit's farebox recovery

ration. Expenses for the facility are serviced by a combination of Federal and State Funds, summarized in Table 2.

| Table 2: Federal and State Funds | |
|---|-------------------------------------|
| <i>Source</i> | <i>FY21/22 Allocation</i> |
| Federal Transit Authority (FTA) | Section 5307 – Operation Assistance |
| State Transit Assistance (STA) | (Annual Allocation Amount Varies) |

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Management and Operations Agreement supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.

ALTERNATIVES:

As an alternative, the Council may elect to:

- Reject the lease agreement and provide direction for staff to return with renegotiated terms and conditions. The rejected lease agreement would continue to operate on a month-to-month basis until a new lease is executed or the current lease is terminated by either party.
- Reject the agreement and no longer provide the space for lessee at the Madera Intermodal Transit Center or make the space available to new commercial tenants or available to other City staff/services.

ATTACHMENTS:

1. Attachment A Resolution Approving Amendment No. 2 – Madera Cab Lease Agreement
 - Exhibit A to Resolution: Amendment No. 2, Lease Agreement between City and Madera Cab Company
2. Attachment B – Lease Space
3. Attachment C – Parking Area

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE LEASE
AGREEMENT BETWEEN THE CITY AND MADERA CAB COMPANY FOR THE
USE OF OFFICE SPACE AT THE MADERA INTERMODAL TRANSIT CENTER**

WHEREAS, the City of Madera (City) and Madera Cab Company entered a three-year agreement for the lease of office space at the Madera Intermodal Transit Center located at 123 North E Street on February 20, 2019; and

WHEREAS, the Parties entered Amendment No. 1 to the Agreement on January 19, 2022, to extend the Agreement to August 31, 2022; and

WHEREAS, the Parties wish to enter Amendment No. 2 to the Agreement to extend the Agreement to August 31, 2023; and

WHEREAS, the Parties agreed to a lease rate of \$175 per month.

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

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 2 to the Lease Agreement between the City and Madera Cab Company for the use of office space at the Madera Intermodal Transit Center which is attached as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

Recorded at the Request of City of Madera
When Recorded Return to:
City of Madera
City Clerk
205 W. 4th Street
Madera, CA 93637

(Fee Waived Per Government Code Sections 27383 & 27388.1 (a)(2)(D). No fee due, no document tax due). R&T 11922

**AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND
MADERA CAB COMPANY
(Recorder's Office Document No.)**

This Amendment No. 2 to the Lease Agreement for office space use at the Madera Intermodal Transit Center between the City of Madera (Lessor) and Madera Cab Company (Lessee) is entered into effective September 1, 2022.

RECITALS

WHEREAS, the City of Madera (City) and the Madera Cab Company entered into an agreement for the lease of space at the Madera Intermodal Transit Center located at 123 North E Street on February 20, 2019; and

WHEREAS, the Lease Agreement for a 3-year term beginning March 1, 2019 was scheduled to expire February 28, 2022; and

WHEREAS, per Amendment No. 1 the Parties extended the Agreement to a six-month extension to August 31, 2022; and

WHEREAS, the Parties wish to extend the Agreement to a twelve-month extension to August 31, 2022 and amend the rent amount; and

WHEREAS, the Parties wish to enter Amendment No. 2 as set forth herein.

AMENDMENT

SECTION 1. Section 3 of the Lease Agreement entitled "Term" is amended to read as follows:

The term of this lease extension shall be 12 months, commencing September 1, 2022, and concluding on August 31, 2022.

Following the renovation of the Madera Intermodal Center, Madera Cab Company shall have seniority to request the use of the Madera Intermodal Transit Center as their place of business and wishing to renew the Lease Agreement for a longer term.

SECTION 2. Section 4 of the Lease Agreement entitled "Rent" is amended to read as follows:

Lessee shall pay to Lessor as rent for use of the Facility equal monthly installments as indicated below payable on or before the first day of each calendar month of the term. Rent for any period less than one month shall be a pro rata portion of the monthly payment. Rent shall be payable to Lessor at the address stated herein or to such other person or at such other place as Lessor shall designate in writing as provided herein.

Rent from September 1, 2022 through August 31, 2023 shall be at \$175 per month.

SECTION 3. Except as amended by this Amendment No. 2, all terms and conditions of the Lease Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed or caused the extension to the Agreement to be executed as of the date and year written above.

CITY OF MADERA

MADERA CAB COMPANY

By: _____
Santos Garcia, Mayor

By: _____

Print Name: Abraham Caballero

Title: Owner

Date: _____

Date: 7/27/2022

94-1242188

Taxpayer ID Number

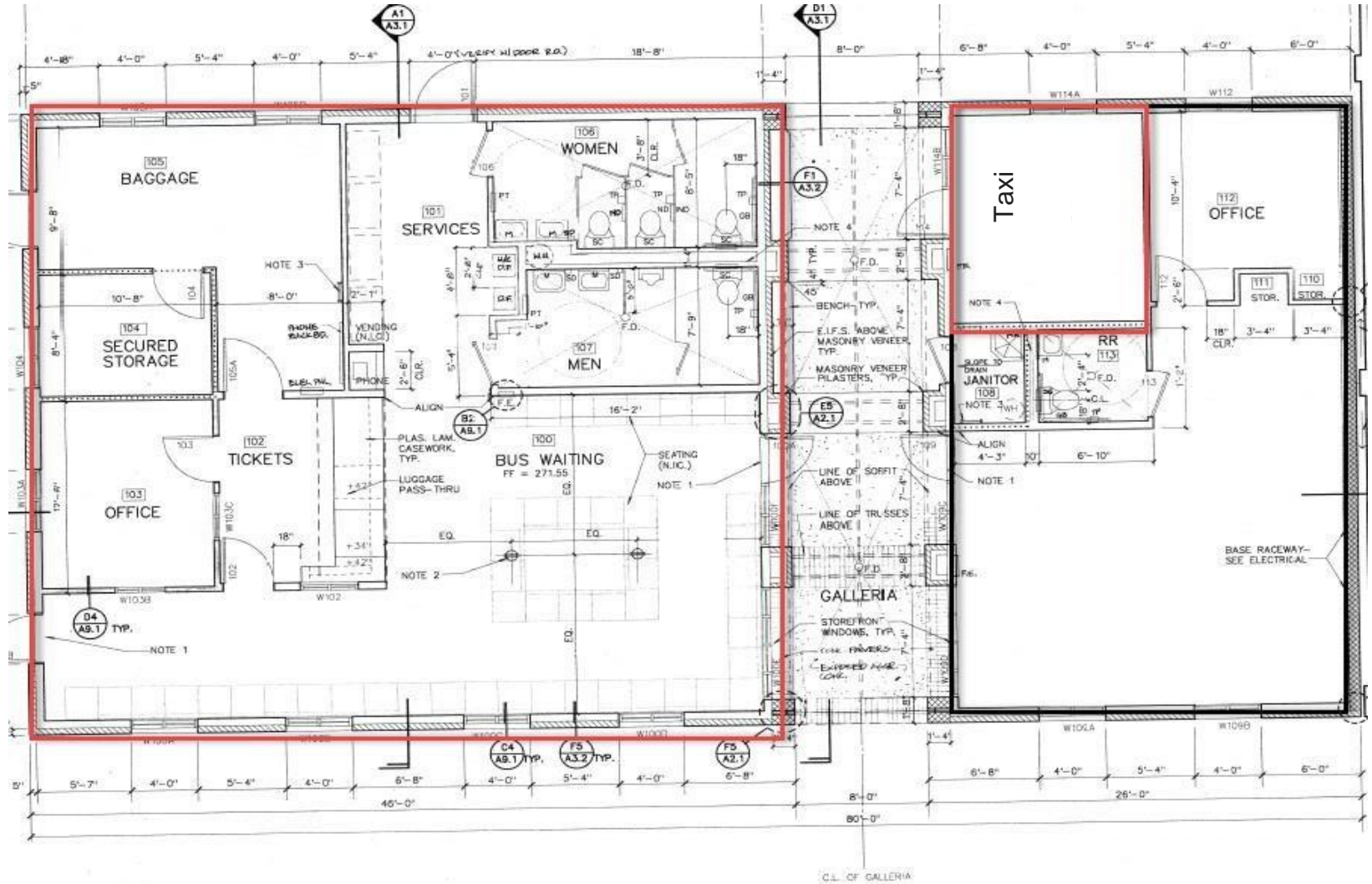
APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

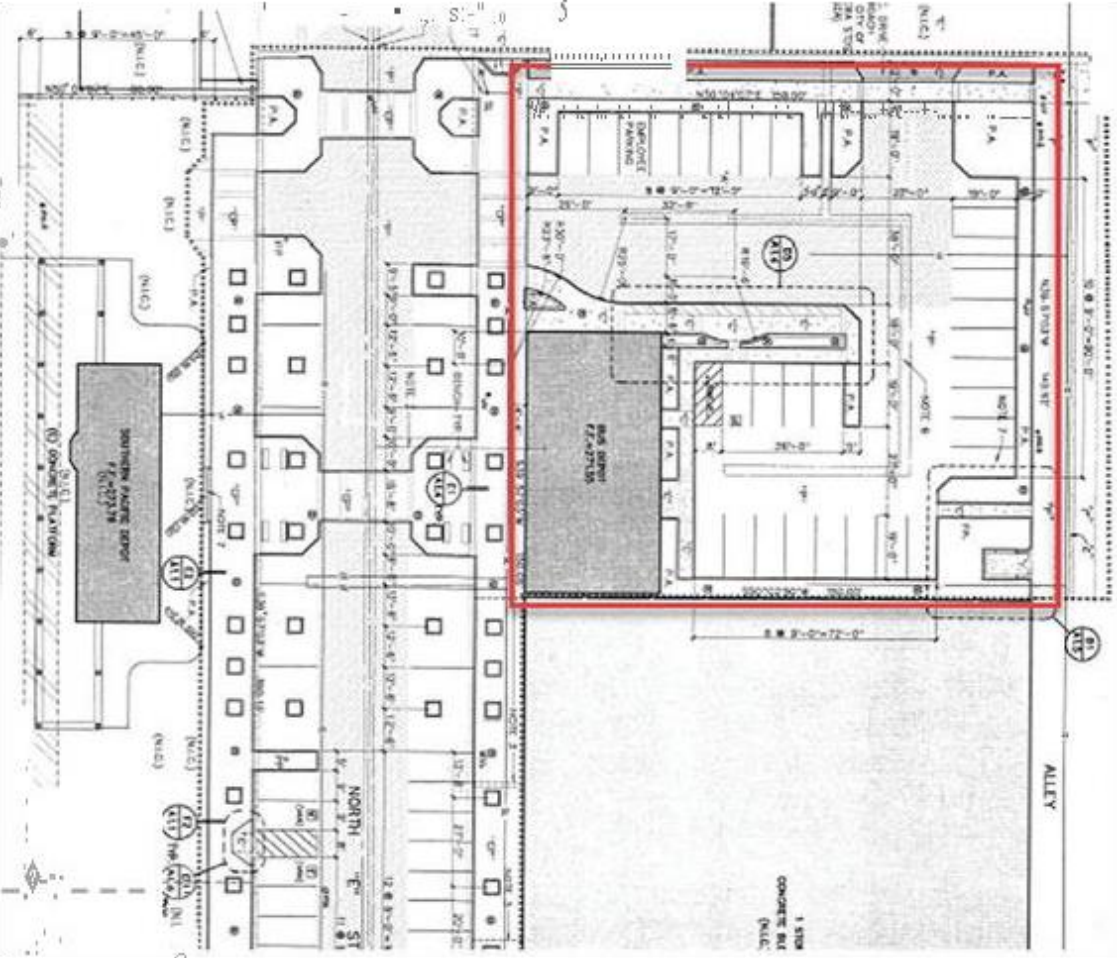
ATTEST:

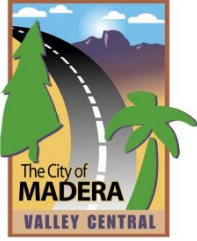
By: _____
Alicia Gonzales, City Clerk

ATTACHMENT "B" - Lease Space



ATTACHMENT "C" - Parking Area





REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 3, 2022

Agenda Number: B-8

Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Federal Transit Administration Grant Application for Transit Capital Assistance

RECOMMENDATION:

Adopt a Resolution authorizing submittal of a Federal Transit Administration (FTA) Section 5307 grant application in the amount of \$698,053

SUMMARY:

The City has available FTA Section 5307 funds from Fiscal Year (FY) 17. Unlike a Competitive Grant, Section 5307 is a Formula Grant and monies are automatically allocated to the City each fiscal year. Nonetheless, the City must apply for the said funds within five years of the allocation period to prevent lapsing. The City previously applied for and withdrew a portion of the allocated amount for the construction of the Madera Transit Center. To date, there is a remaining balance in the amount of \$698,053 that must be claimed by and awarded to the City before the expiration date of September 30, 2023. Council authorization is a prerequisite to obtaining funds.

It is noted that the grant requires a local match of 20 percent. The City has available funds from TBD to match. Table 1 summarizes the Federal Funds available to the City and the Local Match requirement per funding source:

| Table 1: Federal Funds | | | |
|-------------------------------|---------------------------------------|-------------------------------------|---------------------|
| <i>Funding Source</i> | <i>Requesting Amount</i> | <i>Local Match Requirement</i> | <i>Lapsing Date</i> |
| FY 17 - Section 5307 | \$698,053 80% Federal Match | \$174,513 20% Local Match | September 30, 2022 |

Staff is proposing to use FY17 - FTA 5307 funds to procure four new transit vehicles. These vehicles will replace older fleet that have exceeded their “Useful Life Benchmark” (10 years of use). Staff recommends allocating Local Transportation Funds in its FY 2022/23 budget to cover the local match requirement, thus eliminating the use of General Fund dollars.

DISCUSSION:

City staff, Transit Advisory Board members, and other stakeholders have collaborated and strategized to identify multiple methods to improve and enhance the City’s public transit system. As City staff reviewed and assessed all transit assets, the need to modernize and replace transit vehicles became evident. Procuring new fleet will enhance Madera Metro’s transit system by improving reliability, safety, and efficiency. Eligible uses of FTA Section 5307 funds includes vehicle and facility procurement, vehicle and facility preventative maintenance, security and surveillance, and operation assistance. Staff is recommending that the City claims the remaining balance of FY17 - Section 2307 Funds in the amount of \$698,053 for the indicated projects before the expiry date of September 30, 2022.

In January of 2022, City staff received a quote from Creative Sales for the procurement of four 26ft CNG Transit Vehicles (Attachment B). It is also important to note that due to demand, the price of Transit Vehicles have also increased overtime. If necessary, other existing grant funds will be used to make up the purchase amount difference.

Table 2 summarizes the proposed project that may be funded with FY17 - FTA 5307 funds:

| Table 2: FTA 5307 FY 17 Federal Fund Description of Proposed Use | | |
|---|--|---|
| <i>Project</i> | <i>Purpose</i> | <i>Total Project Cost (Federal + Local Share)</i> |
| 4 – 26ft CNG Transit Buses | Vehicle Replacement | \$644,000 |
| Preventative Maintenance | Support Equipment and Facilities Maintenance | \$228,566 |

Table 3 summarizes the transit vehicles proposed for replacement:

| Table 3: Vehicles Proposed to be Replaced | | | | | |
|--|----------------------------|--|-------------|--|---------------------------------------|
| <i>Vehicle Make</i> | <i>Model and Fuel Type</i> | <i>Vehicle Length / Passenger Capacity</i> | <i>Year</i> | <i>Current Miles (As of June 2022)</i> | <i>Years Useful Life Exceeded</i> |
| Ford E-450* | Elkhart - CNG | 26ft / 17 | 2012 | 184,470 | -2 |
| Ford E-450 | Elkhart - CNG | 26ft / 17 | 2012 | 219,214 | -2 |
| Ford E-450 | Elkhart - CNG | 26ft / 17 | 2012 | 281,259 | -2 |
| Ford E-450 | Elkhart - CNG | 26ft / 17 | 2012 | 163,852 | -2 |
| *Out of Service as of December 2021 | | | | | |

FINANCIAL IMPACT:

The project listed in Table 2 does not impact the City's General Fund as all transit operation and preventative maintenance cost are expended through Local Transportation and Federal Transit Administration grant funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Being awarded these available funds supports the Vision Madera 2025 Plan as follows:

- Strategy 121
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 433
 - Air Quality: Maintain or improve air quality through innovative programs and cooperative local plans. Ensure adherence to State and Federal air-quality policies.

ALTERNATIVES:

As an alternative, Council may:

1. Direct staff to reconsider this proposed allocation and identify an alternative project.
2. Ask staff to seek alternative revenue sources to finance the project.

ATTACHMENTS:

1. Attachment A - Resolution Authorizing Submittal of Section 5307 Grant Application
2. Attachment B - Creative Sales Quote
3. Attachment C – Vehicles to be replaced
 - Exhibit A – Madera Metro Fleet Inventory

RESOLUTION NO. 22-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT
ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED
STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL
TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53;
TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES
ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transit Administration (FTA) has been the delegated authority to award federal financial assistance to the City of Madera (City) for a transportation project; and

WHEREAS, the City has been notified that it is eligible to receive FY17 - Section 5307 FTA Funds for the amount of \$698,053; and

WHEREAS, the City intends to utilize FTA funds for the procurement of transit vehicles for the enhancement of Madera Metro's transit fleet; and

WHEREAS, the grant for federal financial assistance will impose certain obligations upon the City, and will require the City to provide a local share of \$174,513 for the Section 5307 requirement; and

WHEREAS, the City of Madera will provide all annual certifications and assurances to the FTA required for the projects.

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

1. The above recitals are true and correct.
2. The Council authorizes the Mayor, to execute and file an application for federal assistance on behalf of City of Madera with the FTA for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
3. The Council authorizes the Mayor, to execute and file with its applications the annual certifications and assurances and other documents the FTA requires before awarding a federal assistance grant or cooperative agreement.
4. The Council authorizes the Mayor, to execute the grant and cooperative agreements with the FTA on behalf of the City of Madera.
5. This resolution is effective immediately upon adoption.



Creative Bus Sales

13501 Benson Avenue · Chino, CA 91710 800.326.2877

Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380



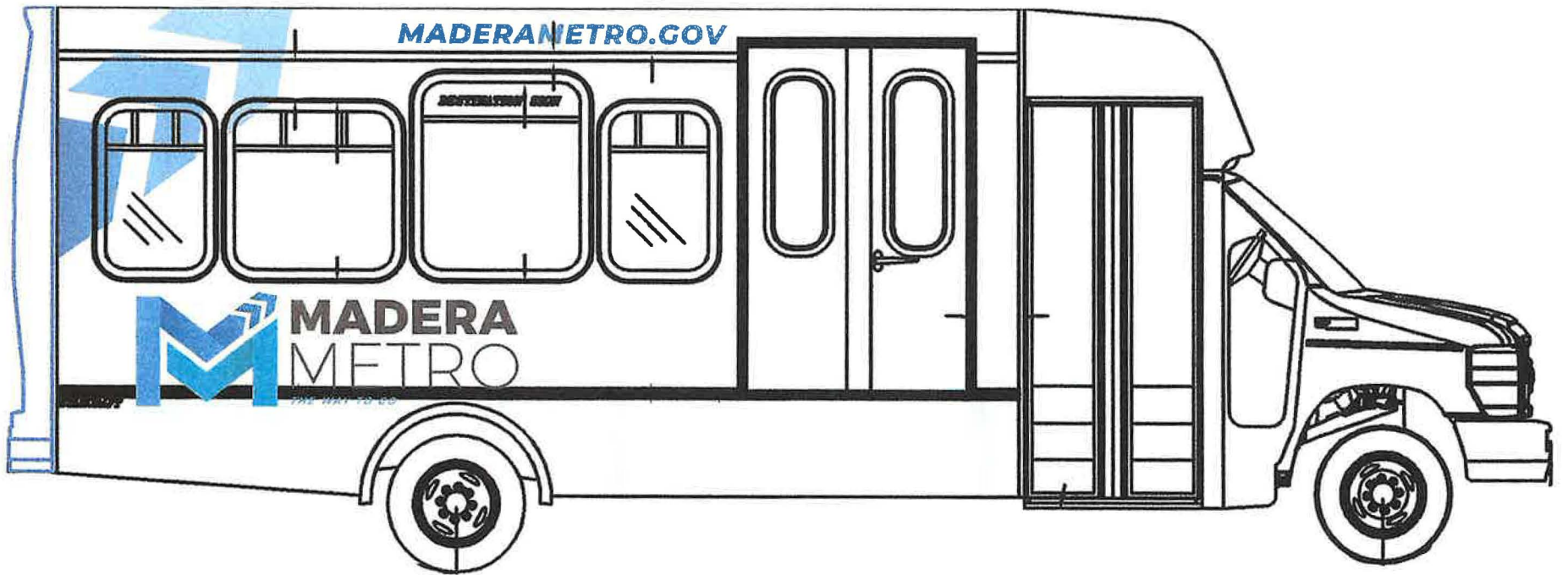
CalACT RFP #15-03 - Class C Ford (E450) - Quote Sheet 01-07-2022

| | | | | |
|--------------------------|---|----------------------------|--|------------|
| Vehicle Type: | Class C - Ford (E450) | Ford GPC #: | QA744 | |
| Contact: | Randy Collin | Type of Lift: | <input type="checkbox"/> Braun <input checked="" type="checkbox"/> Ricon | |
| Agency: | City of Madera | Lift Location: | <input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear | |
| Address: | 205 West 4th Street | Seat Material D-90: | <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth | |
| City, State, Zip: | Madera, CA 93637 | Seat Color: | Blue | |
| Phone: | 559-661-5469 | Reflective Stripes: | <input checked="" type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No | |
| Fax: | 559-661-0760 | Stripe Color: | Custom Graphics | |
| E-Mail: | | Salesperson: | Dan Williams | |
| Quantity: | Description | Price | Ext. Price | ADA |
| 1 | Starcraft Bus - Class C CNG - (Ford E450) Bus | \$100,079.00 | \$100,079.00 | \$9,200.00 |
| Published Options | | | | |
| 1 | AM/FM/CD Per Spec | \$0.00 | \$0.00 | |
| 1 | Spare Tire - (Loose, Full Size, To Match OEM Chassis) | \$0.00 | \$0.00 | |
| 2 | Freedman Foldaway Seat - (Double) | \$1,365.00 | \$2,730.00 | \$2,730.00 |
| 1 | Drivers Seat - USSC G2E - (Standard) | \$0.00 | \$0.00 | |
| 18 | Freedman Docket 90 Cloth - (Per Seat) | \$60.00 | \$1,080.00 | |
| 1 | Mor/Ryde Suspension System | \$1,010.00 | \$1,010.00 | |
| 1 | Raised Floor - (West Coast Style / 2 Step) | \$505.00 | \$505.00 | \$505.00 |
| 1 | Ricon S-5005 | \$1,100.00 | \$1,100.00 | \$1,100.00 |
| 1 | Thermo King SA 800 | \$7,500.00 | \$7,500.00 | |
| 1 | Sportworks Bike Rack - (Black 2-Bike) | \$2,500.00 | \$2,500.00 | |
| 1 | Dialight Exterior LED | \$800.00 | \$800.00 | |
| 1 | Dialight Interior LED | \$525.00 | \$525.00 | |
| 1 | Velvac Power Mirrors - (Upcharge over Std) | \$150.00 | \$150.00 | |
| 2 | Crossover Mirror | \$120.00 | \$240.00 | |
| 1 | Gerflor Flooring | \$0.00 | \$0.00 | |
| 1 | REI PA System - (4 Interior / 1 Exterior Speaker) | \$395.00 | \$395.00 | \$395.00 |
| 1 | "Stop Request" System - (w/ADA Buttons on Seat & WC/Sign/Chime) | \$750.00 | \$750.00 | \$750.00 |
| 1 | Hanover Electronic Signs - (Front / Side) | \$5,530.00 | \$5,530.00 | \$5,530.00 |

Attachment B

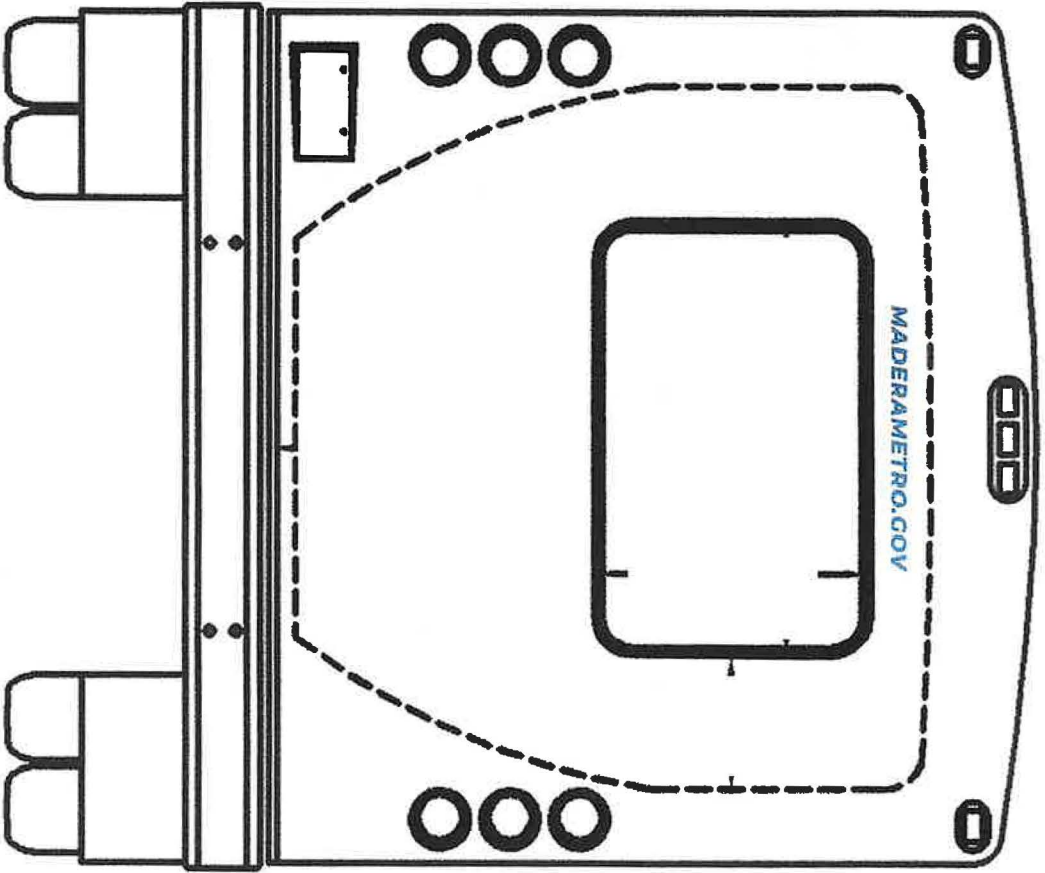
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---------------------|------------|----------|----------------------|--------------|--|-------------------|-------------|--|-----------------------|-------------|--|--------------|---------------------|--------------------|--------------|---------|--|--------------|---------|--|-------------|-------------|--|----------------|--------------|--|------------------|--------------------|---------------|-----------|--------------|--|------------|------------|--|-----------------|---------|--|---------|--------|--------------------|----------|---------|--|----------------|----------|--|--------------|---------------------|---------------------|-----------------|---|--|--------------------|---------------------|--|
| 1 | Seon 1 TB DVR W/GPS - 4 Camera | \$4,520.00 | \$4,520.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | CNG Upgrade to 39 GGE | \$3,600.00 | \$3,600.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-Published Options | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Tow Hooks | \$80.00 | \$80.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Custom Graphics Per City of Madera Design | \$5,645.00 | \$5,645.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Light (2) 7" Amber LED Light for Turn Signal | \$414.72 | \$414.72 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Light (2) 7" Red LED Light for Turn Signal | \$414.72 | \$414.72 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Fare Box - Diamond XV 2 Vaults | \$2,739.20 | \$2,739.20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Walker Storage Rack | \$768.00 | \$768.00 | \$768.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Decals - Watch Your Step-No Eating-No Smoking | \$97.28 | \$97.28 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Class C - Base Price</td> <td style="width: 20%;">\$100,079.00</td> <td style="width: 30%;"></td> </tr> <tr> <td>Published Options</td> <td>\$32,935.00</td> <td></td> </tr> <tr> <td>Non-Published Options</td> <td>\$10,158.92</td> <td></td> </tr> <tr> <td>Total</td> <td>\$143,172.92</td> <td>\$20,978.00</td> </tr> <tr> <td>Doc Prep Fee</td> <td>\$80.00</td> <td></td> </tr> <tr> <td>Mobility Tax</td> <td>\$82.50</td> <td></td> </tr> <tr> <td>Non-Taxable</td> <td>\$20,978.00</td> <td></td> </tr> <tr> <td>Taxable Amount</td> <td>\$123,154.92</td> <td></td> </tr> <tr> <td>Tax Total</td> <td>\$10,160.28</td> <td>8.250%</td> </tr> <tr> <td>Sub-Total</td> <td>\$153,495.70</td> <td></td> </tr> <tr> <td>CalACT Fee</td> <td>\$2,147.59</td> <td></td> </tr> <tr> <td>DMV E-File Fee:</td> <td>\$29.00</td> <td></td> </tr> <tr> <td>DMV Fee</td> <td>\$0.00</td> <td><i>(Estimated)</i></td> </tr> <tr> <td>Tire Fee</td> <td>\$12.25</td> <td></td> </tr> <tr> <td>Local Delivery</td> <td>\$880.00</td> <td></td> </tr> <tr> <td>Total</td> <td>\$156,564.54</td> <td><i>Insert Miles</i></td> </tr> <tr> <td>Number of Units</td> <td>4</td> <td></td> </tr> <tr> <td>Final Total</td> <td>\$626,258.16</td> <td></td> </tr> </table> | | | | | Class C - Base Price | \$100,079.00 | | Published Options | \$32,935.00 | | Non-Published Options | \$10,158.92 | | Total | \$143,172.92 | \$20,978.00 | Doc Prep Fee | \$80.00 | | Mobility Tax | \$82.50 | | Non-Taxable | \$20,978.00 | | Taxable Amount | \$123,154.92 | | Tax Total | \$10,160.28 | 8.250% | Sub-Total | \$153,495.70 | | CalACT Fee | \$2,147.59 | | DMV E-File Fee: | \$29.00 | | DMV Fee | \$0.00 | <i>(Estimated)</i> | Tire Fee | \$12.25 | | Local Delivery | \$880.00 | | Total | \$156,564.54 | <i>Insert Miles</i> | Number of Units | 4 | | Final Total | \$626,258.16 | |
| Class C - Base Price | \$100,079.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Published Options | \$32,935.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-Published Options | \$10,158.92 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | \$143,172.92 | \$20,978.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Doc Prep Fee | \$80.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mobility Tax | \$82.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-Taxable | \$20,978.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Taxable Amount | \$123,154.92 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tax Total | \$10,160.28 | 8.250% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sub-Total | \$153,495.70 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CalACT Fee | \$2,147.59 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DMV E-File Fee: | \$29.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DMV Fee | \$0.00 | <i>(Estimated)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tire Fee | \$12.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Local Delivery | \$880.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | \$156,564.54 | <i>Insert Miles</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Units | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Final Total | \$626,258.16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

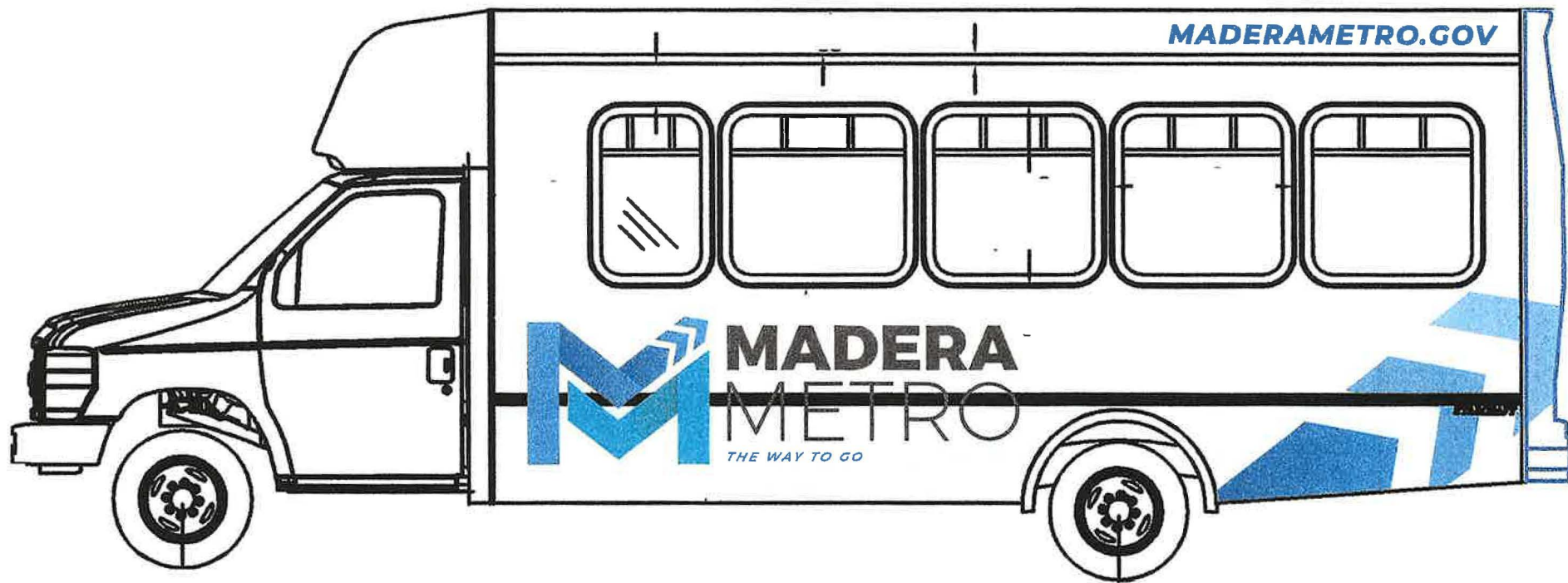
i Madera*

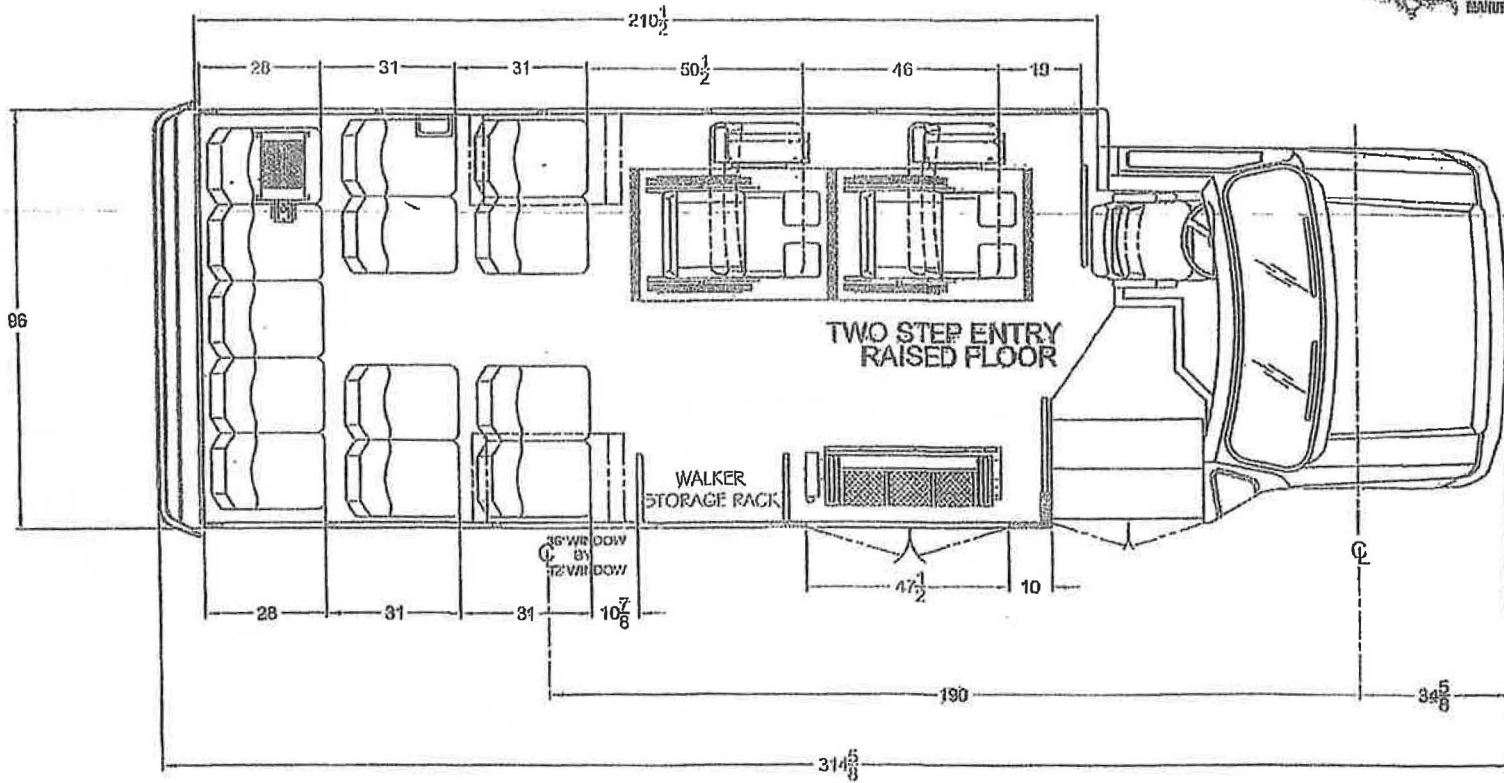


MADERANETRO.GOV

MADERA
METRO







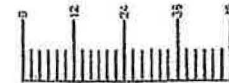
NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 ALLSTAR E-160 11,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

SCALE
 IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRRAFT BUS, A DIVISION OF FOREST RIVER.

| REV. | DESCRIPTION OF CHANGE | BY | CHK | DATE | ECN No. |
|------|-----------------------|----|-----|------|---------|
| | | | | | |
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| | | | |
|---------------------------------------|---------|---|-------------------------------|
| TOLERANCES UNLESS OTHERWISE SPECIFIED | | STARCRRAFT BUS a division of Forest River, Inc. | |
| WOOD | OTHER | DATE: 08/25/12 | TITLE: 13 PASS. 2 WALKER RACK |
| ± 1/8" | ± 1/16" | NAME: JFC | 26.2011 ALLSTAR |
| ± 1" | ± 1/2" | DWG. No. 13 2 WALKER RACK 159 160 USA | |

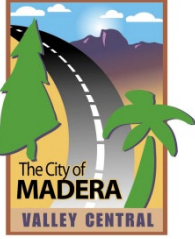
Attachment C

The vehicles to be replaced are primarily used for the City's Dial-A-Ride Service and as backup to the City's Fixed Route System. Vehicle pictured (Bus 39) is identical to Buses 37,38, and 40 that are proposed to be replaced using Section 5307 Federal Funds




Exhibit A

| Table 1 – Madera Metro’s Current Fleet / Vehicle Replacement Date | | | | | | | |
|---|----------------|-----------|-----------|--------------------|--------|-------------------|--|
| Year | Make | Model | Fuel Type | Passenger Capacity | Length | Useful Life Years | Schedule to be Replace |
| 2012 | Ford E-450 | Elkhart | CNG | 18/2 | 26 FT | -2 | FY 23/24 Funding Source Section 5307 Section 5339 |
| 2012 | Ford E-450 | Elkhart | CNG | 18/2 | 26 FT | -2 | |
| 2012 | Ford E-450 | Elkhart | Gas | 18/2 | 26 FT | -2 | |
| 2012 | Ford E-450 | Elkhart | CNG | 18/2 | 26 FT | -2 | |
| 2012 | Ford E-450 | Elkhart | CNG | 18/2 | 26 FT | -2 | |
| 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | 2 | FY 25/26 Funding Source Section 5307 Section 5339 |
| 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | -1 | |
| 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | -1 | |
| 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | -1 | |
| 2013 | Ford E-450 | Starcraft | CNG | 18/2 | 26 FT | -1 | |
| 2019 | Ford E-450 | Starcraft | Gas | 17 | 26 FT | 8 | FY 29/30 |
| 2019 | Ford E-450 | Starcraft | Gas | 17 | 26 FT | 5 | |
| 2019 | Chevy 4500 | Arboc | Gas | 17 | 26 FT | 8 | |
| 2019 | Chevy 4500 | Arboc | Gas | 17 | 26 FT | 8 | |
| 2019 | Chevy 4500 | Arboc | Gas | 17 | 26 FT | 8 | |
| 2020 | International | Starcraft | Diesel | 27 | 32 FT | 9 | FY 31/32 |
| 2020 | International | Starcraft | Diesel | 27 | 32 FT | 9 | |
| 2019 | Aero Elite 320 | ElDorado | CNG | 27 | 32 FT | 9 | |
| 2019 | Ford F-550 | ElDorado | CNG | 27 | 32 FT | 9 | |

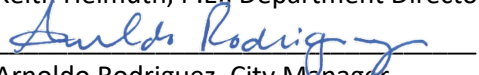


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, P.E., Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: B-9

SUBJECT:

Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02) Final Map and Improvement Agreement and Initiation of Annexation Proceedings into Landscape Maintenance District

RECOMMENDATION:

Staff recommends that the Council:

1. Adopt Resolution:
 - a. Approving the Final Map for the Vineyard Estates Phase III-A Subdivision.
 - b. Approving Improvement Agreement for the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02).
 - c. Authorizing staff to record the Final Map and Improvement Agreement
 - d. Accepting the Dedication of Land for Public Use.

2. Adopt Resolution:

Initiating Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into City of Madera Landscape Maintenance District Zone of Benefit 27B, to Review the Improvements and Assessments for Fiscal year 2023/24, and Setting a Public Hearing

SUMMARY:

On December 8, 2020, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2020-04 for the Vineyard Estates Phase III-A Subdivision ("Project"). The first Proposed Resolution relates to approval of the Final Map and the Subdivision Improvement Agreement ("Improvement Agreement") for the Project. The second Proposed Resolution relates to initiation of proceedings for the annexation to the applicable LMD. Attachment 1 illustrates a Property Location Map.

DISCUSSION:

The Final Map for Vineyard Estates Phase III-A Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. Annexation of the Pecan Square Subdivision (Tract No. 20-S-02) into LMD Zone of Benefit 27B is one component of the project that must be approved prior to recordation of the Final Map.

Prior to recordation of the Final Map:

- Annexation of the Project into LMD Zone of Benefit 27B shall be completed. A second meeting completing this process will be scheduled as part of this action.
- Annexation of the Project into the City's Community Facilities District (CFD) shall be completed through a separate action to be presented to the Council.
- All taxes will be paid.
- Bonds and insurance requirements will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Improvement Agreement.
- Plan Check & Inspection Fee will be provided or as part of an encroachment permit application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, DMP Development Corporation, Inc., A California Corporation has signed a Petition (Including Consent and Waiver) Requesting Annexation LMD Zone of Benefit 27B. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

Parcels within the subdivision will be responsible for participating in the cost of maintaining existing and proposed landscaping within the subject zone. As such, there are no financial impacts to the General Fund unless future costs of landscape maintenance exceed that which cannot be recovered through cost-of-living adjustments allowed within the LMD covenant or through Proposition 218 process when determined necessary and City does not elect to reduce maintenance levels to a point that are commensurate with revenue received.

In addition to the LMD, this Subdivision will also be included in the City's Community Facilities District (CFD) that is processed separately from the LMD. Inclusion in both of these districts in approving this subdivision assists in offsetting any impacts to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Subdivisions are not specifically addressed in the vision or action plans. However, some components are consistent.

Action 134.1: Consider establishment of design/landscape standards for neighborhoods and business construction - Current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.

ALTERNATIVES:

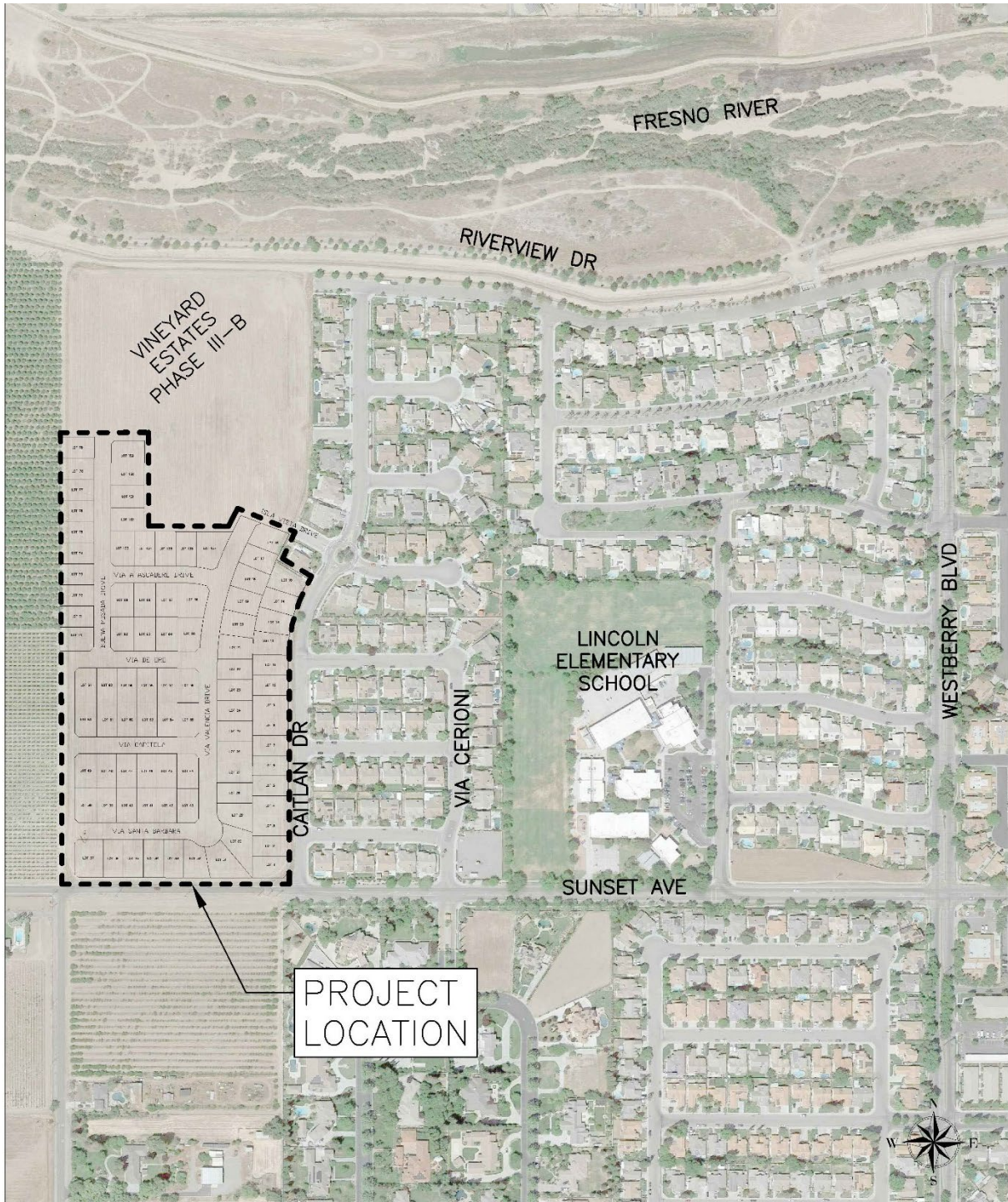
Not approve one or more items associated with this Staff Report. If Council does not approve the Final Map, the execution of the Agreement and the annexation of the parcels into the existing LMD zone, it would result in the inability to record the Final Map and for the Subdivider to complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

ATTACHMENTS:

1. Property Location Map
2. Resolution – Approving Final Map and Agreement
 - Exhibit A – Improvement Agreement
 - Exhibit A – Legal Description
 - Exhibit B – Development Impact Fees
3. Resolution – Initiation of Proceedings for Annexation into Zone of Benefit 27B
 - Exhibit A – Zone of Benefit 27B Location Map
 - Exhibit B – Property to be Annexed into Zone of Benefit 27B Diagram
 - Exhibit C – Assessment Amounts
4. Covenant – LMD Zone of Benefit 27B

Attachment 1

Property Location Map



CITY OF MADERA
 ENGINEERING DEPARTMENT
 128 E. YOSEMITE
 MADERA, CA 93638

VINEYARD ESTATES III-A
 TRACT 21-S-02

DR BY: EP
 CH BY: _____
 DATE: 5/11/22
 SCALE: NTS
 SHT 1 OF 1

Attachment 2

Resolution
Approving Final Map and Agreement

RESOLUTION NO. 22-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL MAP FOR THE VINEYARD ESTATES
PHASE III-A SUBDIVISION (TRACT NO. 21-S-02) AND IMPROVEMENT
AGREEMENT (AGREEMENT) AND ACCEPTNG DEDICATIONS FOR PUBLIC
USE**

WHEREAS, DMP Development Corporation, Inc., A California Corporation, (collectively “Subdivider”) has offered for approval a Final Map designated as Tract No. 21-S-02; and

WHEREAS, the Planning Commission on December 8, 2020 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Vineyard Estates Phase III-A Subdivision as part of Tentative Subdivision TSM 2020-04; and

WHEREAS, the Final Map for the Vineyard Estates Phase III-A Subdivision, prepared by Harbison International, Inc., for Subdivider has been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on December 8, 2020, 2020; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, “Improvement Agreement Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)”, wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Vineyard Estates Phase III-A Subdivision is on file in the office of the City Engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated as required in the Improvement Agreement, and also security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities are to be not less than Four Million One Hundred Thirty-Four Thousand Seven Hundred Sixty-Two Dollars and Three Cents (\$4,134,762.03), equivalent to that of the Performance Security, Payment Security and cash Deposit for Correction of Deficiencies combined; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the Improvement Agreement.

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 Final Map for the Vineyard Estates Subdivision Phase III-A (Tract No. 21-S-02) is approved.
3. The agreement entitled "Improvement Agreement Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02)" for the construction of improvements for the Vineyard Estates Phase III-A Subdivision is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.
4. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02) subject to receipt of the bonds and insurance required by the Agreement.
5. The dedication of lands for public use is accepted.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Improvement Agreement

RECORDING REQUESTED BY:

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

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

**IMPROVEMENT AGREEMENT
VINEYARD ESTATES PHASE III-A SUBDIVISION
(TRACT NO. 21-S-02)**

THIS IMPROVEMENT AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2022, (the “Effective Date”) by and between the City of Madera, a municipal corporation of the State of California, hereinafter referred to as “City”; and DMP Development Corporation, Inc., A California Corporation, hereinafter referred to as “Subdivider” or “Owner” (individually a “Party” and collectively the “Parties”).

RECITALS

- A. Owner has filed with City a certain subdivision map of a proposed division of land known as FINAL MAP OF TRACT NO. 21-S-02 VINEYARD ESTATES PHASE III-A Subdivision, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the “Subject Property”) owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit “A.” A copy of said Tentative Tract Map No. 2020-04 (“Tentative Map”) is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City’s general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.

- D. Owner is required to construct certain street, utility, and public improvements within the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Subdivision Map 2020-04 Vineyard West Phase III Subdivision Improvement Plans," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.
- E. Reference is made hereby to (a) that certain subdivision map entitled, "Subdivision No. 21-S-02 Vineyard Estates Phase III-A," (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (d) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City and provide the City with all other things as required herein and/or as required by the City.
- H. Recordation of said Final Tract Map to divide the property therein offered are subject to and on the condition precedent that Owner first provide the City with such bonds, improvement securities, monies, insurance and Homeowners Association as required herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the foregoing recitals which are made a substantive part of this Agreement and in consideration of the approval of the above-mentioned Final Tract Map by City for filing and recording as provided and required by law, Subdivider/Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 *et seq.* (“the Subdivision Map Act”), and Section 10-2.701 *et seq.* of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

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

1. “Engineer” shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. “Inspector” shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. “Standard Specifications” shall mean the City of Madera Standard Specifications, including attached details and amendments thereto.
4. “Division” shall mean and include the real property shown and described on the subdivision map as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
5. “Improvements” shall mean all work and improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. DEVELOPMENT FEES

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

place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.
3. Fee Adjustments:
 - a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
 - b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

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

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Owner shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

E. INSURANCE

Prior to the recordation of the Final Map, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner or its contractors and City and the City Engineer, their officers, agents and employees shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

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.

F. NOTICE OF COMPLETION

The offers of dedication made on the Subdivision Map shall remain open but will not be accepted by the City until the City Council accepts the Improvements and authorizes the recording of a Notice of Completion. The City may accept such offers in its sole discretion at any later date without further notice to Owner. Until such time as City formally accepts the Improvements and any lands, rights of way or easements, Owner shall be responsible to maintain such lands, rights of way, easements and improvements in a safe condition and good repair.

Owner agrees that the use of any or all streets and improvements specified in this Agreement shall be at all times, prior to the final acceptance of the subdivision by City, at the sole and exclusive risk of Owner, and the issuance of any occupancy permits by City for dwellings located within the subdivision shall not be construed in any manner to be an acceptance or approval of any or all of the streets and improvements in the subdivision, or that stage of development of the streets and improvements represented by their condition at the time of issuance of any occupancy permits, or any stage of their development

reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

Prior to recording the Final Map, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as provided herein. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide the following as security:

1. Performance Security. Owner shall provide to City performance security in an amount no less than Two Million Seven Hundred Thirty-Eight Thousand Two Hundred Fifty-Three Dollars and Zero Cents (\$2,738,253.00) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
2. Payment Security. Owner shall provide to City payment security in an amount no less than One Million Three Hundred Sixty-Nine Thousand One Hundred Twenty-Six Dollars and Fifty Cents (\$1,369,126.50) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Two Hundred Seventy-Three Thousand Eight Hundred Twenty-Five Dollars and Thirty Cents (\$273,825.30). The warranty security shall serve as a

guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

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

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 27B pursuant to California Streets and Highway Code section 22500, *et. seq.*, and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 27B of the City of Madera Landscape Maintenance District. The annexation of the property into Zone of Benefit 27B shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 27B is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

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

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against

so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

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

L. TIME OF THE ESSENCE

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

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera concurrently with final map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision.

N. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. The Final Map has been recorded separately, and a copy is on file with the City Clerk. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2020-04 approving the Tract Map as adopted on December 8, 2020 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor

standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

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

R. ENFORCEMENT OF OBLIGATIONS

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

S. LIMITATIONS OF LEGAL ACTS

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

T. ATTORNEY’S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding

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

U. OBLIGATION RUNNING WITH LAND

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

V. WAIVER

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

W. SUBORDINATION

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

X. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

Y. CAPTIONS

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

Z. AMBIGUITIES OR UNCERTAINTIES

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

AA. SEVERABLE PROVISIONS

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

BB. RELEASE OF CONDITIONS

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

CC. PIPES AND MONUMENTS

All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the Improvements hereunder by City.

DD. OWNERSHIP OF IMPROVEMENTS

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

EE. RELEASE OF BONDS AND SECURITIES

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

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

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

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently deposit with the City not less than 1% of engineer's estimate in an amount no less than Twenty-Seven Thousand Three Hundred Eighty-Two Dollars and Fifty-Three Cents (\$27,382.53), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

The Subdivider hereby agrees to the following reimbursements or fair share contributions to be paid prior to the recordation of the final map for Vineyard Estates Phase III-A Subdivision Tract No. 21-S-02 as noted herein below:

1. There are no reimbursements/fair share contributions due from Subdivider

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by Harbison International, Inc., for Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02), the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Sunset Avenue
 - (i) Street Construction – Based on future ultimate street cross section, one westbound lane, one center turn lane and one half of an eastbound lane (24-feet total) fronting the Phase III-A project, are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds. Those portions of improvements that are not constructed to ultimate standard are not eligible for reimbursement.
 - (ii) Sewer Main Construction – The oversize component of approximately 91 linear feet of a 12-inch sewer main

(difference in cost between 12-inch pipe and 8-inch pipe) of the construction of this line is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds. Half of the 8-inch component is reimbursable from adjacent properties as they develop and connect.

- (iii) Water Main Construction – The oversize component of approximately 67 linear feet of a 12-inch water main (difference in cost between 12-inch pipe and 8-inch pipe) of the construction of this line is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds. Half of the 8-inch component is reimbursable from adjacent properties as they develop and connect.
- (iv) Storm Drain Pipe Construction – Construction of approximately 84 linear feet of a 24-inch storm drain pipe is considered reimbursable through the City's Development Impact Fee Program, subject to the availability of funds.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

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

- i. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not

supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer. City agrees to reimburse Owner for the cost of interest in accordance with Government Code Section 66485. The interest begins to accrue at the time of City's acceptance of the improvements. The interest rate to be paid is the interest rate that the City pays at the time of the City's acceptance of the improvements when the City borrows money in accordance with Madera Municipal Code section 10-8.12©.

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

For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

KK. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

LL. VENUE

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

MM. ACKNOWLEDGEMENT OF CONTENT

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

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

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

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control

District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

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

B. SCOPE OF IMPROVEMENTS

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

C. APPROVED PLANS

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

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707©, which gives the City the right to modify plans and specifications.

D. SCHEDULE

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

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1 or from the time in which any permit is secured from City that allows commencement of construction activities, whichever is earlier, unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

If the construction of the Improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City in writing signed by the City

Engineer for such period of time as City may deem reasonable. However, City reserves the right to not issue Certificates of Occupancies for any structures constructed within this tract until improvements are constructed to the satisfaction of the City Engineer. Without limitation of the foregoing sentence, it is agreed that City shall have right to determine whether to issue or withhold Certificates of Occupancy if there is then existing a breach or failure to properly perform the obligations of this agreement, or if issuance would not serve the public health, safety or welfare.

Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective service connection and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

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

F. CODES AND PERMITS

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

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

G. COORDINATION OF CONTRACTORS

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

H. INSPECTION

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

I. REPAIR OF DAMAGED IMPROVEMENTS

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

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

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem

advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

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

N. PRECONSTRUCTION MEETING

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

O. BUILDING MATERIALS RECYCLING

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

ARTICLE III. SPECIAL PROVISIONS

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

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

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

APPROVED:

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

SUBDIVIDER/OWNER:

DMP Development Corporation, Inc., A
California Corporation

By: _____
Michael A. Pistoresi, CEO

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"
Development Impact Fees

Legal Description

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

A PORTION OF PARCEL 4 OF PARCEL MAP NO. 02-P-03, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 4, 2002 IN BOOK 50 OF MAPS, AT PAGES 115 AND 116, MADERA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 4, THENCE SOUTH 00°07'17" WEST, A DISTANCE OF 541.43 FEET, TO THE POINT OF BEGINNING.

THENCE CONTINUING THENCE SOUTH 00°07'17" WEST, A DISTANCE OF 1325.43 FEET;
THENCE SOUTH 89°54'52" EAST, A DISTANCE OF 714.39 FEET;
THENCE NORTH 00°05'08" EAST, A DISTANCE OF 676.96 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 122.96 FEET THROUGH A CENTRAL ANGLE OF 17°36'46";
THENCE NORTH 89°54'52" WEST, A DISTANCE OF 34.49 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 433.00 FEET, THE INITIAL RADIAL OF WHICH BEARS NORTH 73°40'59" WEST;
THENCE NORTHEASTERLY ALONG SAID CURVE AND ARC DISTANCE OF 113.23 FEET THROUGH A CENTRAL ANGLE OF 14°58'57";
THENCE NORTH 58°48'01" WEST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 27°01'22" EAST, A DISTANCE OF 140.38 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 327.00 FEET, THE INITIAL RADIAL OF WHICH BEARS NORTH 21°07'59" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 3.03 FEET THROUGH A CENTRAL ANGLE OF 0°31'53";
THENCE NORTH 69°23'55" EAST, A DISTANCE OF 85.65 FEET;
THENCE NORTH 22°20'59" WEST, A DISTANCE OF 16.22 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 427.00 FEET, THE INITIAL RADIAL OF WHICH BEARS SOUTH 65°36'03" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 11.14 FEET THROUGH A CENTRAL ANGLE OF 1°29'43";
THENCE NORTH 69°23'55" WEST, A DISTANCE OF 33.37 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 400.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 37.76 FEET THROUGH A CENTRAL ANGLE OF 5°24'33";
THENCE SOUTH 15°11'32" WEST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 23°26'20" EAST, A DISTANCE OF 16.10 FEET;

THENCE SOUTH 27°01'02" WEST, A DISTANCE OF 92.89 FEET;
THENCE NORTH 89°52'43" WEST, A DISTANCE OF 263.39 FEET;
THENCE NORTH 00°07'17" EAST, A DISTANCE OF 271.14 FEET;
THENCE NORTH 89°52'43" WEST, A DISTANCE OF 150.00 FEET;
THENCE NORTH 00°07'17" EAST, A DISTANCE OF 10.21 FEET;
THENCE NORTH 89°52'43" WEST, A DISTANCE OF 101.00 FEET, TO THE POINT OF BEGINNING

EXHIBIT "B"
Development Impact Fees

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

Industrial Fee Notes

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

Road 28 interceptor to be based on a dwelling unit equivalency at \$716 per unit.

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

(2) the estimated number of employees divided by 6, whichever is greater.

Attachment 3

Resolution

Initiation of Proceedings for Annexation into Zone of Benefit 27B

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF BENEFIT 27B, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR FISCAL YEAR 2023-2024, AND SETTING A PUBLIC HEARING

WHEREAS, the Landscaping and Lighting Act of 1972 (“Act”) provides and establishes procedures for annexing properties to an existing Landscaping and Lighting Assessment District; and

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the “Act” to levy and collect assessments to cover the cost of maintaining all landscaping, and irrigation systems within the District public right-of-way; and

WHEREAS, not only will annexing this new development into the existing district ensure that all benefitting parcels share equally in the costs to maintain the improvements, but consolidating the benefitting developments into a single assessment district will facilitate their management by the City; and

WHEREAS, the proceedings for the annexation of the aforementioned tracts and public lands to the District are authorized by and will be conducted pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code; and

WHEREAS, pursuant to Streets and Highways Code section 22608, resolutions, reports, notices of hearing, and the right of majority protest may be waived with the written consent of all landowners of the territory to be annexed; and

WHEREAS, DMP Development Corporation, Inc., A California Corporation is the landowner of the property proposed for annexation and generally located at the Northeast of the intersection of Sunset Avenue and Road 24, and which is also known as Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02), whose final map is being concurrently considered by the City Council, as further described or depicted on **EXHIBIT A** (“Subject Property”) and diagrammed in Exhibit B.; and

WHEREAS, DMP Development Corporation, Inc., A California Corporation, has provided a petition for annexation and written consent to waiver of resolutions, reports, notices of hearing, and the right of majority protest regarding the Subject Property, as well as consenting to the amount of the proposed levy for the current fiscal year; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment as authorized by Proposition 218; and

WHEREAS, as a result, no report by the City Engineer is required to be prepared and filed with the City Clerk which outlines the land to be annexed; and

WHEREAS, this City Council now desires to proceed to adopt this Resolution of Intention to declare its intent to annex the Subject Property into LMD Zone of Benefit 27B, and to set and specify the levy and collection of assessments, and to set a time and place for a public hearing relating to the annexation of the Subject Property into LMD Zone of Benefit 27B.

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 proposes to annex the Subject Property into LMD Zone of Benefit 27B of City of Madera City of Madera Landscape Maintenance District formed by the City Council for the City of Madera per Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code and pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highways Code). The property proposed to be annexed is identified on Exhibit "A" and diagrammed in Exhibit B.
3. The Subject Property proposed to be annexed and to be specifically charged for the improvements shall include all of the land identified on Exhibit "A" and shall be designated part of LMD Zone of Benefit 27B
4. The improvements which are provided for the properties within City of Madera Landscape Maintenance District, and which shall be provided for the property within LMD Zone of Benefit 27B by and through the assessments levied annually thereon shall include the following:
 - a. The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands; and
 - b. The installation or construction of irrigation systems; and
 - c. The maintenance and servicing of any of the foregoing.
5. The City Engineer of the City of Madera is hereby designated the engineer for the annexation proceedings. The City Council finds that the landowner has presented a written consent, and that the engineer is not required to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972 for the annexation proceedings, consistent with the Landscaping and Lighting Act of 1972.
6. The City Engineer is hereby directed to review, and modify the assessments levied against parcels previously within LMD Zone of Benefit 27B district boundaries in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972 for the annexation proceedings, as required by Chapter 2 of Part 2 of Division 15 of the Landscaping and Lighting Act of 1972. The proposed assessments upon the lots and parcels of land are set forth in Exhibit "C."

7. Notice is given that on August 17, 2022, at the hour of 6:00 p.m., in the regular meeting place of the City Council being the Council Chambers located at 205 W. Fourth Street, Madera, California 93637, a public hearing will be held where this City Council will consider the authorization for the annexation of the Subject Property into City of Madera Landscape Maintenance District Zone of Benefit 27B, the proposed assessment of the levy with the Subject Property and all other matters as set forth in this Resolution of Intention. Pursuant to the petition, all of the landowner(s) within the Subject Property have waived all applicable resolutions, reports, notices of hearing, and the right of majority protest.

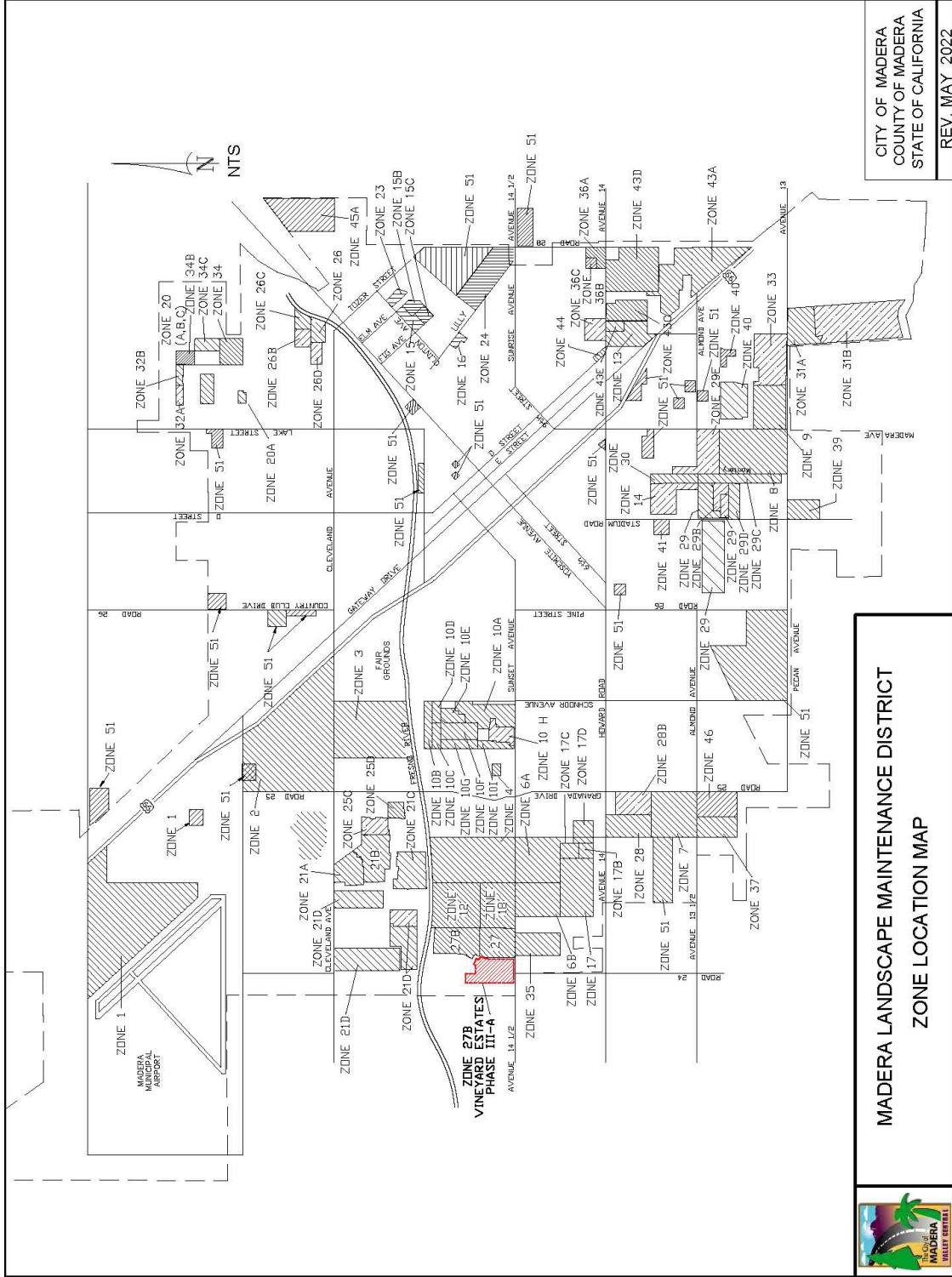
At such public hearing, the testimony or protest of all interested persons for or against the annexation of the Subject Property or the imposition of levy of assessments within the Subject Property will be heard.

8. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Zone of Benefit 27B Location Map



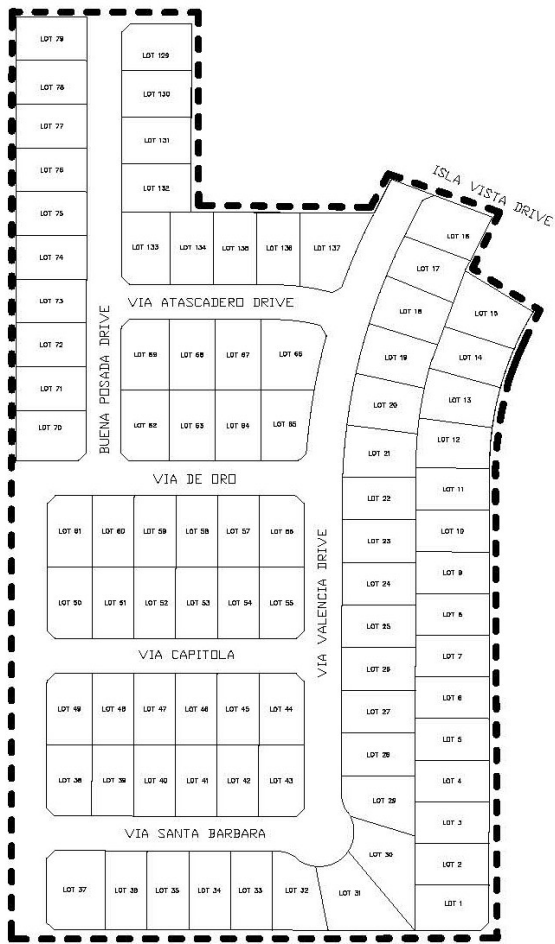
CITY OF MADERA
 COUNTY OF MADERA
 STATE OF CALIFORNIA
 REV. MAY 2022

**MADERA LANDSCAPE MAINTENANCE DISTRICT
 ZONE LOCATION MAP**



Exhibit B

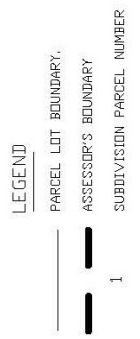
Property to be Annexed into Zone of Benefit 27B Diagram



SUNSET AVE.



NTS



| |
|--|
| CITY OF MADERA |
| VINEYARD ESTATES PHASE III-A SUBDIVISION |
| REV. MAY 2022 |

ASSESSMENT DIAGRAM
 INCLUSION OF VINEYARD ESTATES PHASE III-A SUBDIVISION
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 27B
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

Exhibit C

Assessment Amounts (Sheet 1 of 4)

| Lot | Owner | Assessment Amount (FY 2023/2024) |
|-----|---|-------------------------------------|
| 1 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 2 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 3 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 4 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 5 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 6 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 7 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 8 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 9 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 10 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 11 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 12 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 13 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 14 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 15 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 16 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 17 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 18 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 19 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 20 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 21 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 22 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |

Exhibit C

Assessment Amounts (Sheet 2 of 4)

| Lot | Owner | Assessment Amount (FY 2023/2024) |
|-----|---|-------------------------------------|
| 23 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 24 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 25 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 26 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 27 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 28 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 29 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 30 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 31 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 32 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 33 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 34 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 35 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 36 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 37 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 38 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 39 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 40 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 41 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 42 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 43 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |

Exhibit C

Assessment Amounts (Sheet 3 of 4)

| Lot | Owner | Assessment Amount (FY 2023/2024) |
|-----|---|-------------------------------------|
| 44 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 45 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 46 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 47 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 48 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 49 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 50 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 51 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 52 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 53 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 54 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 55 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 56 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 57 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 58 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 59 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 60 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 61 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 62 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 63 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 64 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |

Exhibit C

Assessment Amounts (Sheet 4 of 4)

| Lot | Owner | Assessment Amount (FY 2023/2024) |
|-----|---|-------------------------------------|
| 65 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 66 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 67 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 68 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 69 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 70 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 71 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 72 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 73 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 74 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 75 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 76 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 77 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 78 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 79 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 80 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 81 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 82 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 83 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 84 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 85 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 86 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 87 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |
| 88 | DMP Development Corporation, Inc., A California Corporation | \$ 48.88 |

Attachment 4

Covenant - LMD Zone of Benefit 27B

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

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

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT**

ZONE OF BENEFIT 27B

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

RECITALS

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

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

A PORTION OF PARCEL 4 OF PARCEL MAP NO. 02-P-03, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 4, 2002 IN BOOK 50 OF MAPS, AT PAGES 115 AND 116, MADERA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 4, THENCE SOUTH 00°07'17" WEST, A DISTANCE OF 541.43 FEET, TO THE POINT OF BEGINNING.

THENCE CONTINUING THENCE SOUTH 00°07'17" WEST, A DISTANCE OF 1325.43 FEET;
THENCE SOUTH 89°54'52" EAST, A DISTANCE OF 714.39 FEET;
THENCE NORTH 00°05'08" EAST, A DISTANCE OF 676.96 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 122.96 FEET THROUGH A CENTRAL ANGLE OF 17°36'46";

THENCE NORTH 89°54'52" WEST, A DISTANCE OF 34.49 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 433.00 FEET, THE INITIAL RADIAL OF WHICH BEARS NORTH 73°40'59" WEST;
THENCE NORTHEASTERLY ALONG SAID CURVE AND ARC DISTANCE OF 113.23 FEET THROUGH A CENTRAL ANGLE OF 14°58'57";
THENCE NORTH 58°48'01" WEST, A DISTANCE OF 115.00 FEET;
THENCE NORTH 27°01'22" EAST, A DISTANCE OF 140.38 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 327.00 FEET, THE INITIAL RADIAL OF WHICH BEARS NORTH 21°07'59" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 3.03 FEET THROUGH A CENTRAL ANGLE OF 0°31'53";
THENCE NORTH 69°23'55" EAST, A DISTANCE OF 85.65 FEET;
THENCE NORTH 22°20'59" WEST, A DISTANCE OF 16.22 FEET TO THE BEGINNING OF A NONTANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 427.00 FEET, THE INITIAL RADIAL OF WHICH BEARS SOUTH 65°36'03" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 11.14 FEET THROUGH A CENTRAL ANGLE OF 1°29'43";
THENCE NORTH 69°23'55" WEST, A DISTANCE OF 33.37 FEET TO A POINT ON A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 400.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 37.76 FEET THROUGH A CENTRAL ANGLE OF 5°24'33";
THENCE SOUTH 15°11'32" WEST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 23°26'20" EAST, A DISTANCE OF 16.10 FEET;
THENCE SOUTH 27°01'02" WEST, A DISTANCE OF 92.89 FEET;
THENCE NORTH 89°52'43" WEST, A DISTANCE OF 263.39 FEET;
THENCE NORTH 00°07'17" EAST, A DISTANCE OF 271.14 FEET;
THENCE NORTH 89°52'43" WEST, A DISTANCE OF 150.00 FEET;
THENCE NORTH 00°07'17" EAST, A DISTANCE OF 10.21 FEET;
THENCE NORTH 89°52'43" WEST, A DISTANCE OF 101.00 FEET, TO THE POINT OF BEGINNING

B. A condition of approval of Vineyard Estates Phase III-A Subdivision (Tract No. 21-S-02) is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the City of Madera Landscape Maintenance District 27B ("District No.27B") to levy and collect assessments to cover the cost of maintaining all landscaping, and irrigation systems within the LMD Zone of Benefit 27B public right-of-way. The Covenantor is also required to disclose to all potential lot buyers that the Property has been annexed into LMD Zone of Benefit 27B. Said condition is set forth in Resolution No. 1864 as Condition No. 54 (hereafter "LMD Condition").

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

COVENANT AND AGREEMENT

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

1. The Covenantor agrees that prior to the recordation of Phase 1 of Tentative Map No. Tract No. 21-S-02, Covenantor will annex the property to LMD No. 27B to be levied and assessments collected to cover the cost of maintaining landscaping and irrigation systems within the LMD No. 27B public right-of-way.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LMD Zone of Benefit 27B.

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

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently in an amount not to exceed per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each

parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the LMD. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent.

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

6. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LMD Zone of Benefit 27B, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

7. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of

the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

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

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

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

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:

CITY OF MADERA
a Municipal Corporation

Covenantor:

DMP DEVELOPMENT CORPORAION, INC.,
A CALIFORNIA CORPORATION

By: _____
Santos Garcia
Mayor

By: _____
Michael A. Pistoresi
CEO

APPROVED AS TO FORM:

ATTEST:

By: _____
Hilda Cantu Montoy
City Attorney

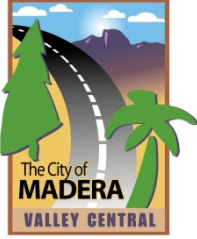
By: _____
Alicia Gonzales
City Clerk

Date: _____

APPROVED

(Attach Notary Acknowledgments)

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



REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: B-10

SUBJECT:

Consideration of a Minute Order acceptance of a fee waiver to UFW Foundation

RECOMMENDATION:

Staff recommends the City Council approve Minute Order approving a fee waiver to the UFW Foundation for the rental of the Rotary Park facilities regarding the "Farm Worker March for the Governor Signature: AB-2183"

SUMMARY:

The UFW Foundation is spearheading a statewide march to urge Governor Gavin Newsom to sign Assembly Bill 2183 (AB 2183). The bill aims at providing more choices in how farm workers vote in union elections. The event will have a stop in the City August 13 - 14, at which time they will be meeting at Rotary Park for a reception and rally.

DISCUSSION:

Hundreds of farm workers will launch a grueling 24-day, 335-mile "March for the Governor's Signature" set to start on August 3rd and end on August 26th. The march will start in Delano and end in Sacramento. The march will stop in Madera on August 13th with the request to meet for a reception and rally at Rotary Park. The march would reconvene on August 14, 2022 from Rotary Park headed to Le Grand.

FINANCIAL IMPACT:

The City of Madera Master Fee Schedule have the cost to rent Rotary Park for a full day rental at \$115 plus a \$25 Administrative Fee, for a total of \$140 dollars. An additional \$50 for deposit are requested, to ensure any individual reserving the facility meets expectations for usage. Waiver of these fees would limit the capacity of the staff to collect the \$140 per day.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 113 – Promote greater accessibility of City facilities and services to meet the needs of various cultural, social-economical and disabled groups.

Strategy 202: Develop/expand and promote community gathering places that reflect the multicultural community in Madera.

ALTERNATIVES:

Council may elect to reject fee waiver and require UFW Foundation to pay any and all associated fees for rental of Rotary Park on dates being requested.

ATTACHMENTS:

1. Parks and Community Services Fees
2. UFW Foundation Event Flyer Information

ATTACHMENT 1

Parks and Community Services Fees

Parks and Community Services Fees

| FACILITY RENTALS | | Administrative Fees | Weekday (Excluding Holidays) | | | Weekends and Holidays | | | Deposit | Miscellaneous | |
|-----------------------------|---|-------------------------|------------------------------|---------------|-----------------|-----------------------------|---------------|-----------------|------------------|------------------------------|-------------------|
| | | Admin. (Non-Refundable) | Min. Rental Charge (Note 1) | Hourly Rental | Full Day Rental | Min. Rental Charge (Note 1) | Hourly Rental | Full Day Rental | General (Note 2) | Early Entry or Late Fee/Hour | Alcohol Surcharge |
| Rotary Park | Pavilion w/out alcohol | \$ 25.00 | \$ 37.50 | \$ 12.50 | \$ 55.00 | \$ 60.00 | \$ 20.00 | \$ 115.00 | \$ 50.00 | \$ 20.00 | |
| Rotary Park | Pavilion with alcohol | \$ 26.00 | \$ 37.50 | \$ 12.50 | \$ 55.00 | \$ 60.00 | \$ 20.00 | \$ 115.00 | \$ 200.00 | \$ 20.00 | \$ 150.00 |
| Rotary Park | Picnic Shelter 1 | \$ 25.00 | \$ 40.00 | \$ 10.00 | \$ 75.00 | \$ 50.00 | \$ 15.00 | \$ 90.00 | \$ 50.00 | \$ 20.00 | |
| Rotary Park | Picnic Shelter 2 | \$ 25.00 | \$ 40.00 | \$ 10.00 | \$ 75.00 | \$ 50.00 | \$ 15.00 | \$ 90.00 | \$ 50.00 | \$ 20.00 | |
| Rotary Park | Picnic Shelter 3 | \$ 25.00 | \$ 40.00 | \$ 10.00 | \$ 75.00 | \$ 50.00 | \$ 15.00 | \$ 90.00 | \$ 50.00 | \$ 20.00 | |
| Rotary Park | Walking Track | \$ 25.00 | \$ 60.00 | \$ 15.00 | \$ 85.00 | \$ 100.00 | \$ 15.00 | \$ 150.00 | \$ 50.00 | | |
| Rotary Park | Skate Park | \$ 25.00 | \$ 165.00 | \$ 50.00 | \$ 315.00 | \$ 165.00 | \$ 50.00 | \$ 315.00 | \$ 50.00 | \$ 20.00 | |
| Rotary Youth Hut | Multi-Purpose Room | \$ 25.00 | \$ 120.00 | \$ 40.00 | \$ 180.00 | \$ 120.00 | \$ 40.00 | \$ 180.00 | \$ 50.00 | \$ 20.00 | |
| Sunrise Rotary Sports Comp. | Pavilion | \$ 25.00 | \$ 37.50 | \$ 12.50 | \$ 55.00 | \$ 60.00 | \$ 20.00 | \$ 115.00 | \$ 50.00 | \$ 20.00 | |
| Sunrise Rotary Sports Comp. | Softball Fields 1 & 2 (2 hr. min.) | \$ 25.00 | \$ 25.00 | \$ 12.50 | \$ 90.00 | \$ 25.00 | \$ 12.50 | \$ 90.00 | \$ 50.00 | \$ 20.00 | |
| Sunrise Rotary Sports Comp. | Softball Fields 1 & 2 Lights | | | \$ 20.00 | | | \$ 20.00 | | | | |
| Sunrise Rotary Sports Comp. | Softball Fields 1 & 2 Field Prep. | | \$ 45.00 | | | \$ 45.00 | | | | | |
| Sunrise Rotary Sports Comp. | Softball Fields 1 & 2 Bi-Weekly Field Prep. | | \$ 150.00 | | | \$ 150.00 | | | | | |
| Sunrise Rotary Sports Comp. | Soccer Field (2 hr. min.) | \$ 25.00 | \$ 25.00 | \$ 12.50 | \$ 90.00 | \$ 25.00 | \$ 12.50 | \$ 90.00 | \$ 50.00 | \$ 20.00 | |
| Sunrise Rotary Sports Comp. | Soccer Field Lights | | | \$ 20.00 | | | \$ 20.00 | | | | |
| Sunrise Rotary Sports Comp. | Soccer Field Prep. | | \$ 50.00 | | | \$ 50.00 | | | | | |
| Sunrise Rotary Sports Comp. | Soccer Field Bi-Weekly Prep. | | \$ 150.00 | | | \$ 150.00 | | | | | |
| Wells Youth Center | Conference Room 1st Floor | \$ 25.00 | \$ 60.00 | \$ 20.00 | \$ 100.00 | | | | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Conference Room 2nd Floor | \$ 25.00 | \$ 60.00 | \$ 20.00 | \$ 100.00 | | | | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Computer Lab | \$ 25.00 | \$ 150.00 | \$ 75.00 | \$ 300.00 | \$ 75.00 | \$ 150.00 | \$ 300.00 | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Multi-Purpose Room (Rec Room) | \$ 25.00 | \$ 120.00 | \$ 40.00 | \$ 235.00 | \$ 120.00 | \$ 40.00 | \$ 235.00 | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Multi-Purpose Room (Teen Lounge) | \$ 25.00 | \$ 120.00 | \$ 40.00 | \$ 235.00 | \$ 120.00 | \$ 40.00 | \$ 235.00 | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Multi-Purpose Room (Crafts) | \$ 25.00 | \$ 120.00 | \$ 40.00 | \$ 235.00 | \$ 120.00 | \$ 40.00 | \$ 235.00 | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Gym | \$ 25.00 | \$ 150.00 | \$ 50.00 | \$ 295.00 | \$ 150.00 | \$ 50.00 | \$ 295.00 | \$ 200.00 | \$ 20.00 | |
| Wells Youth Center | Patio | \$ 25.00 | \$ 40.00 | \$ 20.00 | \$ 70.00 | \$ 40.00 | \$ 20.00 | \$ 70.00 | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Dance Studio | \$ 25.00 | \$ 90.00 | \$ 30.00 | \$ 100.00 | \$ 90.00 | \$ 30.00 | \$ 100.00 | \$ 100.00 | \$ 20.00 | |
| Wells Youth Center | Music Studio | \$ 25.00 | \$ 195.00 | \$ 65.00 | | \$ 195.00 | \$ 65.00 | | \$ 500.00 | \$ 20.00 | |

ATTACHMENT 2

UFW Foundation Event Flyer Information



**UFW
FOUNDATION**



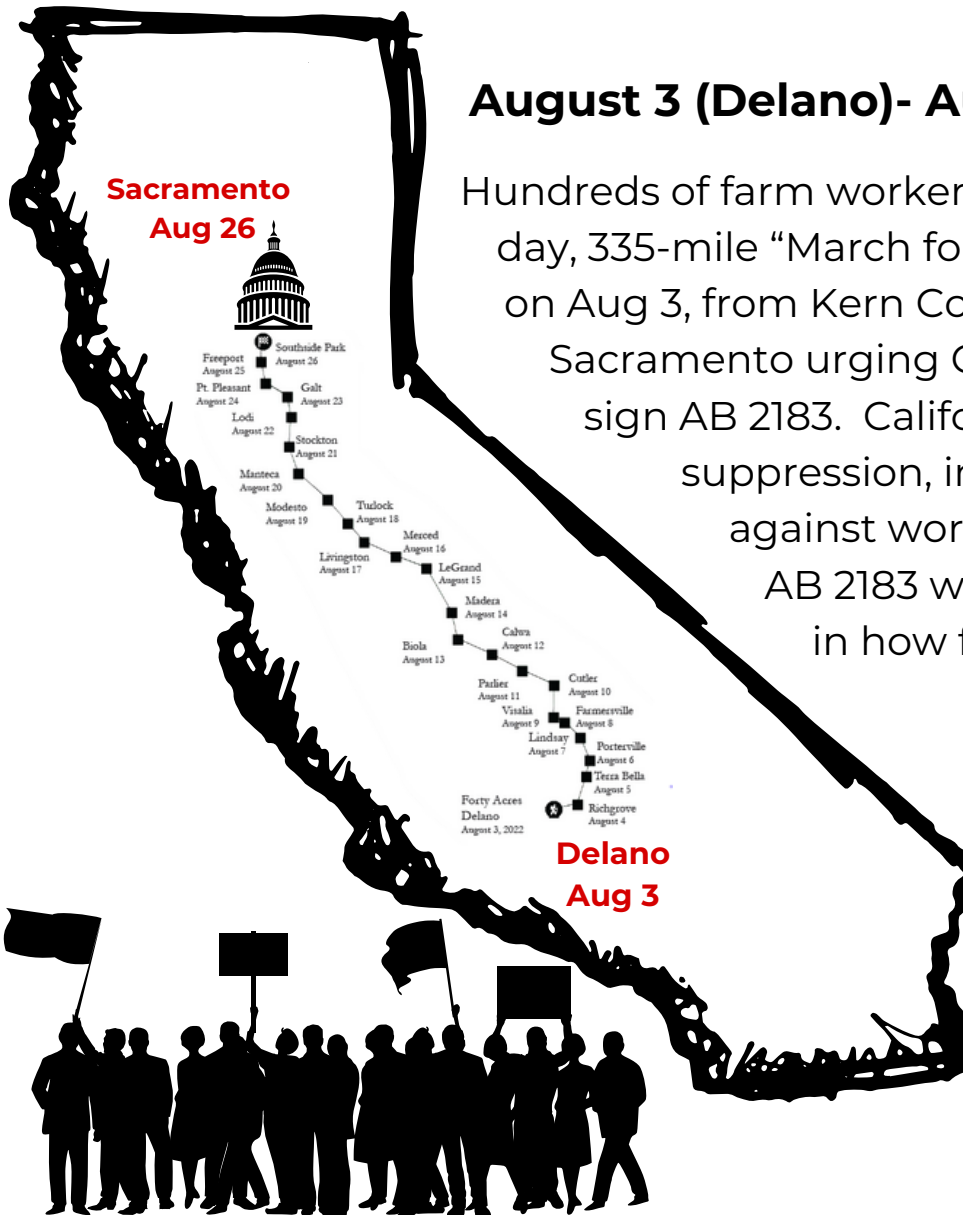
¡Sí Se Puede![®]

JOIN FARM WORKERS' MARCH FOR THE GOVERNOR'S SIGNATURE!

The Agricultural Labor Relations Voting Choice Act, AB-2183 (Stone)

August 3 (Delano)- August 26 (Sacramento)

Hundreds of farm workers will launch a grueling 24-day, 335-mile “March for the Governor’s Signature” on Aug 3, from Kern County to the state Capitol in Sacramento urging Governor Gavin Newsom to sign AB 2183. California needs to reduce voter suppression, intimidation, and retaliation against workers exercising their rights. AB 2183 would provide more choices in how farm workers vote in union elections.



GET IN TOUCH

E-mail:
march@ufw.org

Sign Up Online at:
<http://ufw.org/camarch>

FARM WORKER MARCH FOR THE GOVERNOR SIGNATURE: AB-2183

DELANO TO SACRAMENTO

PUBLIC DOCUMENT

08/03/22 to 8/26/22

Day 1 (Wednesday, 8/3/22) Delano to Richgrove

-Start at 40 Acres: 30168 Garces Hwy, Delano CA 93215

-Stop at Richgrove Park, Vineyard Dr. and Dooley Dr. Richgrove, CA 93261 for Reception and Rally.

Day 2 (Thursday, 8/4/22) Richgrove to Terra Bella

-Start at Richgrove Park, Vineyard Dr. and Dooley Dr. Richgrove, CA 93261

-Stop at Plainview Neighborhood Park, Ave 94 and Rd 236 Terra Bella, CA 93270 for Reception and Rally.

Day 3 (Friday, 8/5/22) Terra Bella to Porterville

-Start at Plainview Neighborhood Park, Ave 94 and Rd 236 Terra Bella CA 93270

-Stop at Zalud Park, 700 N El Granito St Porterville CA 93257 for Reception and Rally.

Day 4 (Saturday, 8/6/22) Porterville to Lindsay

-Start at Zalud Park, 700 N El Granito St Porterville, CA 93257

-Stop at City Park 850 N Elmwood Ave. Lindsay, CA 93247 for Reception and Rally.

Day 5 (Sunday, 8/7/22) Lindsay to Farmersville

-Start at City Park 850 N Elmwood Ave. Lindsay, CA 93247

-Stop at Veterans Memorial Park, Farmersville CA for Reception and Rally.

Day 6 (Monday, 8/8/22): Farmersville to Visalia

-Start at Veterans Memorial Park, Farmersville CA

-Stop at River Way Sports Park, 3611 N Dinuba Blvd Visalia CA for Reception and Rally.

Day 7 (Tuesday, 8/9/22): Visalia to Cutler

-Start at River Way Sports Park, 3611 N Dinuba Blvd Visalia CA

-Stop at Ledbetter Park, 40765 Rd. 128 Cutler CA for Reception and Rally.

Day 8 (Wednesday, 8/10/22) Cutler to Parlier

-Start at Ledbetter Park, 40765 Rd 128 Cutler CA

-Stop at City Heritage Park, Parlier CA, for Reception and Rally.

Day 9 (Thursday, 8/11/22) Parlier to Calwa

-Start at City Heritage Park, Parlier CA

-Stop at Calwa Recreation and Park District, for Reception and Rally.

Day 10 (Friday, 8/12/22) Calwa to Biola

- Start at Calwa Recreation and Park District
- Stop at Pershing Elementary School, Biola CA, for Reception and Rally.

Day 11 (Saturday, 8/13/22) Biola to Madera

- Start at Pershing Elementary School, Biola CA
- Stop at Rotary Dog Park, Madera CA, for Reception and Rally.

Day 12 (Sunday, 8/14/22): Madera to Le Grand

- Start at Rotary Dog Park Madera CA
- Stop at Le Grand Park for Reception and Rally

Day 13 (Monday, 8/15/22): Le Grand to Merced

- (We will start wherever we left off)
- Stop at Gilbert Macias Park, Merced CA for Reception and Rally.

Day 14 (Tuesday, 8/16/22): Merced to Livingston

- Start at Gilbert Macias Park, Merced CA
- Stop at Livingston Memorial Park, Livingston CA for Reception and Rally.

Day 15 (Wednesday, 8/17/22): Livingston to Turlock

- Start at Livingstone Memorial Park, Livingston CA
- Stop at Columbia Park at the corner of Farr St & High St., Turlock, CA 95380 for Reception and Rally.

Day 16 (Thursday, 8/18/22): Turlock to Modesto

- Start at Columbia Park at the corner of Farr St & High St., Turlock, CA 95380
- Stop at Cesar E. Chavez Park on Sierra Dr. & 4th, Modesto, CA for Reception and Rally.

Day 17 (Friday, 8/19/22): Modesto to Manteca

- Start at Cesar E. Chavez Park, Modesto CA.
- Stop at Woodward Community Park 710 E Woodward Ave., Manteca CA 95337 for Reception and Rally.

Day 18 (Saturday, 8/20/22): Manteca to Stockton

- Start at Woodward Community Park Manteca CA
- Stop at Constitution Park Stockton CA for Reception and Rally.

Day 19 (Sunday, 8/21/22): Stockton to Lodi

- Start at Constitution Park Stockton CA
- Stop at Hale Park (N Stockton St and E Elm St) Lodi CA for Reception and Rally.

Day 20 (Monday, 8/22/22): Lodi to Galt

- Start at Hale Park (N Stockton St and E Elm St) Lodi CA
- Stop at Saint Christopher Parish at 950 S. Lincoln Way, Galt, CA for Reception and Rally.

Day 21 (Tuesday, 8/23/22): Galt to Walnut Grove

- Start at Saint Christopher's Parish

Stop at Dr. Paul Barnes Community Park 14186 Grove St, Walnut Grove CA 95690

Day 22 (Wednesday, 8/24/22): Walnut Grove to Elk Grove

-Start at Dr. Paul Barnes Community Park 14186 Grove St, Walnut Grove CA 95690
Stop at Buscher Park Elk Grove, CA 95757

Day 23 (Thursday, 8/25/22): Elk Grove to South Sacramento

-Start at Buscher Park Elk Grove, CA 95757

Stop at Southside Community Park on 8th & "T" St., Sacramento CA

Day 24 (Friday, 8/26/22): South Sacramento to State Capitol

-Start at South Side Park 8th and T St Sacramento CA
-Stop at State Capitol Sacramento CA

Daily Schedule

7am Mass/Blessing (except on 1st day - we do blessing at 8:00 AM)

7:30 am – Depart (except on 1st day- we depart at 8:30 AM)

12:30 PM – 1:30 PM Lunch

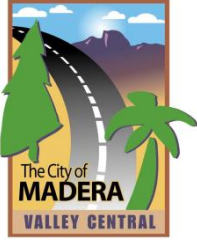
5 PM – Arrive at next town and have dinner

5:30 PM - Rally

6:30 PM- Go to sleep!!

*Locations are subject to change.

**Contact Antonio Cortes at (661) 238-5607 cell or email at antonioc@ufw.org for more information.



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: D-1

SUBJECT:

Engineering design services for the Westberry Bridge at the Fresno River

RECOMMENDATION:

1. Adopt a Resolution approving an engineering consultant services agreement with Cornerstone Structural Engineering Group (Cornerstone) Inc. for a fee of \$1,015,144 for engineering design services for the Westberry Bridge and 10% Contingency
2. Adopt a Resolution appropriating \$1,250,000 in the Fiscal Year (FY) 2022/23 Capital Projects Budget for the project

SUMMARY:

In 2008 Cornerstone, under contract with K Hovnanian Development (KHov), prepared design studies, obtained a bridge type approval from various governing agencies, performed geotechnical investigations, and prepared 30% design drawings for the Westberry Bridge. Due to what probably was the economic downturn at that time, the bridge design was stopped.

Since 2008, there has been residential development in the area and future development planned that has increased the demand for the bridge.

The estimated construction cost of the Westberry Bridge is \$10,539,000 (2023 dollars). Funding for construction of the bridge is anticipated to come from Measure T and grants, whereas the funding for the design (this item) is from Development Impact Fees. Council may recall that Development Impact Fees (DIF) are collected as part of new development. A portion of which are allocated for roadways, including bridges.

The engineering consultant services agreement with Cornerstone is for a full design engineering package that includes:

- Structural
- Civil
- Geotechnical
- Hydraulic
- Environmental pursuant to the California Environmental Quality Act
- Electrical
- Permitting from required regulatory agencies
- Preparation of construction plans
- Construction specifications, and
- An engineer's estimate of construction costs.

Their scope and fee also include engineering construction support as an option.

BACKGROUND:

Westberry Boulevard is classified as an arterial in the City's road classification system. It serves existing residential/commercial development east and west of Westberry Boulevard, and also residential/commercial development north and south of the Fresno River. Currently north-south vehicular traffic that might use the proposed Westberry Bridge is routed to the Granada bridge to the east or Road 23 to the west. Additionally, there are various proposals being reviewed by city staff for a new development near Westberry Boulevard and the Fresno River. The addition of the Westberry Bridge across the Fresno River may reduce driving time and driving mileage for daily trips across the Fresno River by eliminating a significant amount of daily vehicular traffic that currently uses the Granada or Schnoor bridges.

In 2008, while under contract with KHov, Cornerstone prepared design studies, obtained a bridge type approval from the regulatory agencies, performed geotechnical investigations, and prepared 30% design drawings for the Westberry bridge. The City Engineer at the time approved the studies and 30% design. Most of the engineering studies and drawings can be used today but are the sole property of KHov. KHov has released use of these documents in an email to the City. KHov however requested reimbursement for any materials found to be useful in the new efforts at the actual cost from that time (2008) with no escalation due to inflation. Staff anticipates a value of up to \$200,000, but the actual value will be assigned to these materials in coordination with Cornerstone, staff, and KHov.

Because of the previous work completed and paid for to Cornerstone in 2008, a discounted engineering cost proposal was received from Cornerstone for the Westberry Bridge for \$1,015,144. Many of the original key consultants will still be used along with most of the engineering work, studies, and plans previously completed. Because of the history Cornerstone has with the engineering details of this project, there is also substantial intellectual property that no other firm possesses.

As part of the Engineering Departments due diligence, Cornerstone's discounted engineering fee was compared to engineering fees of 9 other similar bridges that were constructed over the past 5 years in the Fresno, Madera, and Mariposa Counties. Worth noting:

- The ratio of Cornerstones engineering fee to construction cost is below the ratio of all 9 other bridge designs
- Is over 4% below the average of the other bridge designs

This savings is most likely due to the reuse of previously prepared engineering reports, permits, 30% plan, and the intellectual property of this project.

Overall, it is anticipated that by reusing the originally prepared engineering plans, studies, and permits, there will be a savings of more than \$430,000, but due to the reimbursement of up to \$200,000.00 to KHov, the actual savings value after the reimbursement is \$230,000.00 or potentially more. If a new engineering firm were hired, the City would lose all the engineering plans, studies, and permits already completed since they are the property of Cornerstone. This would also result in starting over in the entire engineering process, added substantial staff time, and a probable increase in engineering fees.

It is staff's opinion that contracting with Cornerstone is substantially the most cost and schedule effective path to take.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. All engineering design funding is from the Transportation Development Impact Fees (DIF) (Account 40930000).

Funding for the project development phase of the project is included in the Draft 2022/23 Capital Improvement Program (CIP) and was to be appropriated with the Fiscal Year (FY) 2022/23 Capital Improvement Budget. Because the City is operating under a continuing budget resolution it is necessary to appropriate the funds needed for this agreement. Attachment 2 to the resolution appropriates \$ 1,250,000.00 toward the Fiscal Year (FY) 2022/23 Capital Improvement Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 132, Neighborhood Connectivity: Update arterials and collector street to accommodate bicycles, pedestrians, and transit vehicles.

ALTERNATIVES:

As an alternative, Council may direct staff to not enter into an agreement with Cornerstone and solicit competitive proposal from other engineering firms. Delays will result and the cost of engineering will increase substantially.

ATTACHMENTS:

1. Resolution approving Agreement
2. Exhibit A – Consultant Services Agreement
3. Budget Appropriation Resolution
4. FY 22/23 Budget appropriation for Westberry Bridge Project B-00002
5. Location Map
6. 30% Preliminary Bridge Plan and Profile

ATTACHMENT 1

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING A CONSULTANT SERVICES AGREEMENT WITH
CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC IN THE AMOUNT
OF \$ 1,015,144.00 FOR ENGINEERING DESIGN SERVICES FOR THE
WESTBERRY BRIDGE PROJECT, CITY PROJECT B-02**

WHEREAS, the City of Madera (City) has a need for a new bridge across the Fresno River on Westberry Boulevard (Project); and

WHEREAS, engineering services by a professional firm are required for the Project; and

WHEREAS, the City Requested a Proposal from Cornerstone Structural Engineering Group, Inc (Cornerstone); and

WHEREAS, the City received a proposal in response to the request; and

WHEREAS, Cornerstone was selected based on that the engineering and permitting for the bridge is 30% complete, intellectual knowledge of the proposed project that no other engineering firm possesses, engineering experience on bridges, and comparative analysis of Cornerstone's fee with engineering fees from similar bridge projects in the area.

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. Consultant Services Agreement with Cornerstone Structural Engineering Group, Inc. in the amount of \$1,015,144.00 for engineering design services for the Westberry bridge, City Project B-02 is approved.
3. This resolution is effective immediately.

* * * * *

EXHIBIT A

**CONSULTANT SERVICES AGREEMENT WITH CORNERSTONE STRUCTURAL
ENGINEERING GROUP, INC. FOR ENGINEERING DESIGN SERVICES for CITY of
MADERA WESTBERRY BRIDGE PROJECT, CITY PROJECT B-02**

This Agreement made and entered into this 3rd day of August 2022, between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Cornerstone Structural Engineering Group, Inc. located in Fresno California, hereinafter called "CONSULTANT".

WHEREAS, CITY plans "Westberry Bridge Project, City Project B-02" hereinafter called "Project"; and

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

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

WHEREAS, CITY desires to hire CONSULTANT for such engineering design services.

NOW THEREFORE, based on the foregoing recitals which are incorporated by reference, the parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT

CITY hereby hires CONSULTANT to provide engineering design services as set forth herein in connection with the Project. Said work to be performed pursuant to this Agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK

CONSULTANT shall provide the professional engineering services as set forth in **EXHIBIT A**, "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of

Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, **EXHIBIT A**.

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT.
- b. Review all submittals timely.
- c. Pay all fees for permits.
- d. Provide all available studies, reports, and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the City or others in performing CONSULTANT'S services under this Agreement.
- e. Arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

5. QUALIFICATIONS AND PROFESSIONAL STANDARDS

The Consultant confirms that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner consistent with the Standard of Care. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this

Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, in accordance with the Standard of Care qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be in accordance with the Standard of Care throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the Standard of Care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all the applicable laws and regulations.

6. COMPENSATION

The basic fee for the work tasks itemized in EXHIBIT B, "Fee and Hourly Rate Schedule" shall not exceed \$ 1,015,144.00 (one million, fifteen thousand, one hundred forty-four dollars and zero cents).

CITY and CONSULTANT agree on the basic compensation at shown on **EXHIBIT B, FEE AND RATE SCHEDULE**. Tasks 0, 1, 2, 4, 5 and 6 shall be billed on a percentage complete basis and the charge rate schedule shall not apply. Tasks 3, 7, Optional Task 1, and any change orders shall be billed on an hourly basis as shown on EXHIBIT B and the charge rate schedule shall apply. Hourly rates shown on the charge rate schedule may be increased no more than annually for cost-of-living adjustments as mutually agreed between CITY and CONSULTANT. It is understood and agreed by both parties that all reasonable expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

7. PAYMENT

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. For the Tasks identified on EXHIBIT B as having a fee charged on a time and materials (T&M) basis, CONSULTANT'S invoice shall specify the billed hours and hourly

rates for each employee classification. For the Tasks identified on EXHIBIT B as having a fee charged on a lump sum basis, CONSULTANT'S invoice shall specify the percentage of work complete and the corresponding percent of the fee being invoiced for each task. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

8. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to lump sum or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of \$ 101,514.00 (one hundred one thousand, five hundred fourteen dollars and zero cents).

9. AUDITS AND INSPECTIONS ACCESS

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

10. LIABILITY INSURANCE

Without limiting CONSULTANT'S indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subconsultants of every Tier to obtain

and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the CITY.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000. Employer's Liability per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees, and volunteers.
- **Professional Liability (Errors & Omissions)** of \$1,000,000 per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be

included in CONSULTANT'S proposal.

The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT

hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

11. OWNERSHIP OF DOCUMENTS

All original papers, documents, reports, drawings, and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CITY on other projects, except by agreement in writing by the CONSULTANT. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

12. TIME OF COMPLETION

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT C**, Schedule:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S reasonable control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31st, 2024, unless extended by mutual agreement.

13. TERMINATION OF AGREEMENT

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

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

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

14. APPROVAL

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

15. HOLD HARMLESS

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials and employees from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs resulting from or related to CONSULTANT'S negligence, but only to the extent the Consultant (and its Subconsultants) are found responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless CITY, and any and all of its employees and officials from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant, including, but not limited to, officers, employees, or subconsultants of Consultant.

16. RESPONSIBILITY FOR OTHERS

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17. PROFESSIONAL RESPONSIBILITY

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California, County of Madera. CONSULTANT and CITY recognize that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with consultant's services.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

18. PARTIES BOUND BY AGREEMENT

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set

forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

19. COMPLETE AGREEMENT OF PARTIES

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

20. ASSIGNMENT WITH APPROVAL

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

21. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

22. GOVERNING LAW

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

23. AMENDMENTS

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

24. COMPLIANCE WITH LAWS AND WAGE RATES

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws. CITY and CONSULTANT both agree that all design work performed under this contract will not be subject to prevailing wage requirements or the requirements of the Davis-Bacon Act.

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

25. CONSULTANT'S LEGAL AUTHORITY

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or

charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

26. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division
428 Yosemite Avenue
Madera, CA 93638

CONSULTANT

Cornerstone Structural Engineering Group, Inc.
986 W. Alluvial Ave, Suite 201
Fresno, CA 93711

27. SOLE AGREEMENT

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

28. THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the Performance of the CONSULTANT's services hereunder.

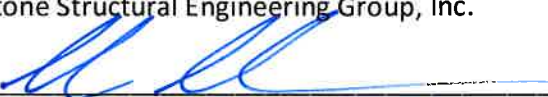
29. DISPUTE RESOLUTION

In the event of any dispute between the Parties related to this Agreement or this Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

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

* * * * *

Cornerstone Structural Engineering Group, Inc.

By: 
Shawn M. Cullers, SE, Principal

Taxpayer I.D. Number, 20-0803404

CITY OF MADERA

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney, Hilda Cantu Montoy

ATTEST:

By: _____
City Clerk, Alicia Gonzales

EXHIBIT A SCOPE OF WORK

CITY OF MADERA DEPARTMENT OF PUBLIC WORKS

Westberry Boulevard Bridge over Fresno River

SCOPE OF WORK -

June 17, 2022

The base scope of work assumes the bridge will consist of a 402 ft long, 94 ft wide 10-span cast-in-place reinforced concrete flat slab bridge. It is assumed the bridge will be supported on seat type abutments founded on 36 in. diameter cast-in-steel-shell or cast-in-drilled-hole piles. The piers are assumed to consist of 36 in. diameter cast-in-steel-shell or cast-in-drilled-hole piles with column extensions.

PHASE 0 PROJECT MANAGEMENT

This phase commences with receiving the Notice-to-Proceed and concludes with the submittal of the Final PS&E at the completion of the project. Key aspects of the Project Management program include attending the project kick-off meeting and other progress meetings, coordination with the CITY's Project Manager and regulatory agencies, providing a project delivery schedule, providing Quality Assurance/Quality Control, and general coordination and communications. CONSULTANT's Principal and Project Manager will direct and monitor project work activities in accordance with the contracted scope, schedule, and budget.

0.1 Monitor Work Plans

CONSULTANT will monitor the work plan which includes the scope of work, fee, the terms of the professional services agreement, and other contractual requirements over the course of the project.

0.2 Project Meetings

CONSULTANT will prepare for and attend the project kick-off/field review meeting and meetings at least every three months with CITY staff to discuss project progress.

0.2.1 Kick-off Meeting

CONSULTANT will prepare for and attend the project kick-off meeting at the CITY's offices. The goal of the kick-off meeting is to introduce staff, discuss project background and scope, establish communication and procedure guidelines, and discuss the project schedule.

0.2.2 Project Meetings

To facilitate coordination with project stakeholders, CONSULTANT will prepare for and attend up to six (6) Project Development Team (PDT) coordination meetings. Meetings will initially be held monthly unless project status dictates otherwise or at the discretion of the CITY. These PDT coordination meetings will include comment review meetings following the 65% and 95% submittal to review and reconcile CITY review comments on the submittals. For the purposes of this scope and fee, three (3) in-person meetings held at the CITY's offices and three (3) teleconferences are assumed.

The goal of the PDT coordination meetings is to discuss project status, schedule, and budget as well as discuss critical project information and status across disciplines and make decisions that could potentially affect the project design, scope, schedule, and budget. CONSULTANT will prepare and distribute a meeting agenda prior to the meeting. CONSULTANT will also prepare meeting minutes documenting the discussions, conclusions, and meeting action items with the responsible party.

0.3 Project Coordination

This task includes assisting the CITY with coordination with Caltrans Local Assistance, affected regulatory agencies, and project stakeholders.

0.3.1 Assistance with Regulatory Agency and Stakeholder Coordination

CONSULTANT will coordinate with the following agencies and stakeholders:

- Army Corps of Engineers (ACOE)
- Regional Water Quality Control Board (RWQCB)

- California Department of Fish and Wildlife (CDFW)
- Central Valley Flood Protection Board

0.4 Project Delivery Schedule

CONSULTANT will prepare and maintain project delivery schedules.

0.4.1 Project Delivery Schedule

CONSULTANT will provide a project delivery schedule for the tasks identified within this scope of services. The schedule will identify the major tasks to be completed, durations, and project milestones. CONSULTANT will provide a baseline project delivery schedule after the kick-off meeting and will provide monthly updates to the schedule noting percentages complete for each task. The project delivery schedule will be prepared in Microsoft Project format.

0.5 Quality Control/Quality Assurance (QC/QA)

CONSULTANT will utilize a QC/QA plan/process for this project whereby deliverables are reviewed for uniformity, compatibility, and constructability as well as general conformance with the Caltrans and FHWA HBP program requirements. QC/QA Manager will be assigned to the project whose responsibility will be to ensure the proper quality control procedures are in place and followed. The QC/QA plan will include procedures for reviewing deliverables including, but not limited to, conceptual plans, technical memorandums and reports, and cost estimates. Supporting documentation demonstrating that the QC/QA plan/process is being followed will be submitted to the CITY. This documentation may include copies of review comment forms, red-marked plans, QC/QA meeting minutes, etc.

Deliverables:

- Meeting Minutes
- LAPM/HBP documents as required
- Project Delivery CPM schedule
- Project Delivery Schedule updates

PHASE 1 PROJECT TECHNICAL STUDIES

This phase of work includes document review, utility coordination, surveying and base mapping, geotechnical engineering, hydrology and hydraulic analysis, and update of the existing geometric approval drawings (GADs) and bridge general plan.

Task 1.1 Document Review (Cornerstone/Provost & Pritchard)

CONSULTANT will review all available information regarding the existing bridge and project site, including visual confirmation of existing utilities. CONSULTANT will compile design information from CITY and present recommended design criteria to the CITY for approval. This task will consist of making one (1) site visit.

Deliverables:

- Design Criteria Matrix for CITY Review/Comment

Task 1.2 Utility Coordination (Provost & Pritchard)

CONSULTANT will contact utility purveyors and collect existing and planned utility information. CONSULTANT will also conduct a site visit to review the locations of existing above ground utilities. Between the collected utility information, the site visit, and the as-builts collected, CONSULTANT will reconcile and input into base map. Proposed improvements will be compared against the utility base mapping to confirm that no utility relocations are required.

CONSULTANT will contact utility purveyors and the adjacent home developers to determine what dry utilities are required to cross the new bridge. All dry utility design and construction will be performed by the utility companies. CONSULTANT will coordinate the location of the dry utilities within the new roadway approaches. CITY will obtain the final utility agreements. It is assumed that no site visits will be required for this coordination.

CONSULTANT will pothole the existing gas main in two locations (one on each side of the river). Since the potholes will be located outside the roadway, no traffic control or pavement patching will be required. A no fee encroachment permit will be obtained from the CITY for the potholing.

Deliverables:

- Gas main pothole locations and depths in PDF format

Task 1.3 Surveys and Mapping (Provost & Pritchard)

CONSULTANT will research right-of-way documents and maps and conduct a boundary survey to locate sufficient monuments to resolve the right-of-way of Westberry Boulevard on both sides of the river.

CONSULTANT will conduct a topographic survey including the following:

- Approximately 20 cross sections of the river at locations provided by our team's hydraulic engineer
- Deck and soffit elevations at the four corners of the Granada Bridge and Schnoor Bridge.
- Detailed topographic survey of the proposed Bridge crossing, 50-feet upstream and downstream.
- Detailed topographic survey of the roadways on either side of the river at connection points.
- Detailed topographic survey of MID Lateral 24.2, 350-feet downstream and 200-feet upstream
- Detailed topographic survey of MID Lateral 24.2-14.2, 200-feet upstream and downstream.
- Storm drain and sewer manholes in Westberry Boulevard near the proposed bridge crossing will be dipped to determine depths to inverts
- Areas of the river inundated by water and vegetation will not be surveyed.

CONSULTANT will create a base map in AutoCAD Civil 3D to be used for design purposes.

Deliverables:

- Survey base map in AutoCAD Civil 3D 2021 format

Task 1.4 Geotechnical Engineering (Parikh)

The geotechnical scope of work will include design coordination/interaction with the design team, and preparation of a draft Foundation (FR) at 65% and a Final FR at 95% & 100% per Caltrans standard. The engineering analyses will be based on the existing boring data performed in 2007.

No additional field explorations or laboratory testing are planned at this time. However, please note that deeper borings may be required if there are significant changes from the structural demands increase or the scour potential. The additional field explorations, if deemed necessary, will have to be authorized separately.

Based on the above, we have developed a scope of work as discussed below:

1.4.1 Engineering Analysis

Based on our experience, we expect the following engineering analyses are required to design the bridge foundations and for the pavement design:

- Seismic design criteria (ARS curve per Caltrans SDC 2.0 and ARS Online 3.0). The average shear wave velocity (V_{s30m}) will be estimated according to the latest Caltrans Geotechnical Manual.
- Seismic hazards
- Foundation design (axial/lateral capacity for deep foundations)
- Slope stability evaluation at the abutments
- Lateral earth pressures for the abutment walls per Caltrans SDC 2.0
- Corrosion potential

1.4.2 DRAFT Foundation Report

The report will be updated to the current Caltrans standard (2021), which will summarize the foundation recommendations for the proposed bridge based on the existing boring data and the input from the design team. The report will also discuss the seismic considerations. The boring logs will be updated and presented in Caltrans LOTB format.

Deliverables:

- One electronic copy (PDF) of the DRAFT Foundation Report

Task 1.5 Hydrologic & Hydraulic Analysis (Avila & Associates)

1.5.1 Hydraulic Field Review of the Bridge Reach

Hydraulic CONSULTANT will perform a field review of the bridge reach with the project team. It is assumed that the field review and kick-off meeting will occur on the same day.

1.5.2 Hydrologic Analysis

CONSULTANT will create hydrographs for the 50-year and 100-year discharges using FEMA floodplains.

1.5.3 Existing Conditions Modeling

CONSULTANT will create a 1D steady hydraulic model of the existing conditions model based on existing topographic information (LiDAR) and creek surveys provided by others using HEC-RAS 6.1 or newer.

1.5.4 Proposed Bridge Alternatives Modeling

CONSULTANT will update the existing conditions for up to two (2) proposed bridge configurations, including any proposed changes to the roadway approaches.

1.5.5 Proposed Bridge Modeling

The hydraulic model will be updated for the chosen bridge alternative for use in the Location Hydraulic Study (LHS).

1.5.6 Estimate Scour & Rock Slope Protection

1.5.6.1 Review Maintenance Reports and Degradation Analysis

CONSULTANT will review maintenance records for the existing bridge, and the bridge upstream of Westberry Boulevard and downstream on Wildwood Road to determine if the stream has aggraded or degraded over time.

1.5.6.2 Theoretical Scour Calculations

Pier, contraction, abutment, and pressure flow (if applicable) scour will be estimated for up to three of the proposed bridge alternatives modeled under Task 1.5.4 using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges. Scour calculations will be updated, if needed, for the chosen bridge alternative.

1.5.6.3 Bank Protection

CONSULTANT will complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to FHWA publication HEC-23, Bridge Scour and Stream Instability Countermeasures, for rock riprap for the proposed bridge alternative.

Deliverables:

- Sketches showing plan, profile, and layer thickness for RSP will be provided for incorporation into the project plans. RSP and scour estimates are to be included in the bridge plans and specifications. Scour estimates will be incorporated into the Preliminary and Final Hydraulic Report.

1.5.7 Location Hydraulic Study and Summary Floodplain Encroachment Report

Complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113. This report is generally included in the environmental document for the bridge.

Deliverables:

- Location Hydraulic Study and Floodplain Encroachment forms will be provided as an appendix in the Final Hydraulic Report.

1.5.8 Preliminary and Final Hydraulic Report (PHR and FHR)

1.5.8.1 DRAFT FHR

Complete a DRAFT Preliminary Hydraulic Report documenting the hydrology and hydraulic results for the existing conditions and the proposed bridge alternatives. This draft will include the scour calculations for up to three alternatives.

1.5.8.2 FINAL FHR

Update the DRAFT Preliminary Hydraulic Report to document the modeling of the chosen alternative and document scour and bank protection for the chosen alternative.

1.5.8.3 FHR

Incorporate comments and update the Preliminary Report to a Final Hydraulic Report including the LHS and SFER forms.

Deliverables:

- Draft and Final Preliminary Hydraulic Report will be provided electronically

1.5.9 CVFPB Coordination

1.5.9.1 Coordinate CVFPB Freeboard Criteria

CONSULTANT will provide coordination with the CVFPB including meeting with the CVFPB staff in Sacramento and coordinating the CVFPB permit.

1.5.9.2 Prepare a Variance to the CVFPB Freeboard Criteria

CONSULTANT will also prepare a variance for the CVFPB freeboard criteria, if needed.

Task 1.6 Update Geometric Approval Drawing (Provost & Pritchard)

CONSULTANT will prepare 35% roadway approach plans using AutoCAD Civil 3D 2021, in conformance with CITY Standards. 35% design plans will incorporate design level topographic information, demolition of existing features, utility locations (existing and planned), and horizontal and vertical design features such as lane widths, shoulder widths, roadway alignment, profile, typical sections, proposed guardrails, crash cushions, and pavement delineations (per CA MUTCD).

CONSULTANT will prepare an itemized list in accordance with CITY Standards, including a draft bid schedule with estimated quantities and unit prices. Unit prices will be prepared using the most recent and relevant Caltrans Cost Data, as well as the CITY's recent bid prices, if available.

CONSULTANT will attend a kickoff meeting with Madera Irrigation District (MID) to confirm design requirements for the two new culvert crossings.

Plan Sheets

The plan sheets for the 35% submittal are anticipated to include the following. Plans will be prepared in 2021 AutoCAD Civil 3D format in accordance with the CITY's drafting standards. Plans will be prepared in English units.

Roadway & Culvert Plans

| | |
|---|-----------------|
| Typical Roadway Cross Sections | 1 Sheet |
| Plan and Profile Layout | 1 Sheet |
| <u>MID/USBR Culvert Schematic Layouts</u> | <u>4 Sheets</u> |
| Subtotal Roadway & Culvert Plans | 6 Sheets |

Deliverables:

- 35% plans in PDF and 2021 AutoCAD Civil 3D format
- 35% preliminary Engineer's Opinion of Probable Construction Cost (EOPCC) in Excel format

Task 1.7 Update Bridge Type Selection (Cornerstone)

CONSULTANT will update the bridge general plan and develop a bridge foundation plan depicting the layout of the structure and typical section with sufficient detail to develop an updated preliminary bridge cost estimate. CONSULTANT will further evaluate the structure alternative considering the structure type and profile with respect to the design discharge and freeboard requirements. Foundation types will be examined for constructability and scour. Throughout this evaluation, constructability will be reviewed and modifications will be made to maximize constructability and minimize overall project costs.

Deliverables:

- Bridge General Plan in PDF and 2021 AutoCAD Civil 3D format
- Bridge Foundation Plan in PDF and 2021 AutoCAD Civil 3D format

Task 1.8 Conceptual Area of Potential Effect (APE) Boundary (Provost & Pritchard)

CONSULTANT will develop a conceptual exhibit showing the anticipated extents of the project in 2021 AutoCAD Civil 3D format.

Task 1.9 Environmental Approval (Provost & Pritchard)

1.9.1 Categorical Exclusion for NEPA

The roadway approaches to the Westberry Boulevard Bridge will cross MID Lateral 24.2 and Lateral 24.2-14.2, which will both need to be undergrounded. These are both federally owned by the Bureau of Reclamation (USBR); therefore, National Environmental Policy Act (NEPA) is required and additionally a USBR Mid Pacific (MP) 620 permit to construct the crossing.

- Coordinate a meeting with USBR, MID, Cornerstone and CONSULTANT staff to present the project and its impacts to USBR canal facilities and their ROW and discuss NEPA requirements.
- Assume that a Categorical Exclusion will be required and prepared by USBR using our technical studies for biological and cultural resources that will be prepared to a NEPA level.
- Prepare the MP 620 application and coordinate design plan submittal to USBR engineering staff.

1.9.2 Initial Study/Mitigated Negative Declaration for CEQA

CONSULTANT understands that an Initial Study/Mitigated Negative Declaration (IS/MND) is anticipated to be the appropriate level of California Environmental Quality Act (CEQA) documentation for the proposed Project; however, NEPA for altering USBR facilities is required in addition to federal permits needed for the project. Therefore, biological and cultural technical studies will be completed to a NEPA level to support the permitting process and NEPA documentation. The following tasks will be completed in this phase:

- Meetings with CITY
- CONSULTANT will prepare the Administrative Draft IS/MND pursuant to the CEQA Guidelines Appendix G Environmental Checklist, including completing the following desktop studies and exhibits to provide analysis within the IS/MND:
 - A CalEEMod air model for determining air quality pollutants and greenhouse gases potentially generated by the project.
 - Create Exhibit Maps for the following: Regional Vicinity, Topographic Quadrangle, Area of Potential Effect (APE) Boundary, Zoning, General Plan, FEMA Flood, Wetlands, and Sensitive Receptors.
 - Prepare a United States Department of Agriculture (USDA) Natural Resource Conservation Service (NCRS) Custom Soil Resource Report for the Project site to determine soil types and associated risks and impacts.
 - Additional supporting technical studies include Biological Resources Study and Cultural Resources Study are included as separate phases and discussed below.
- Upon receipt of one (1) set of consolidated CITY review comments, CONSULTANT will incorporate all comments into the Draft IS/MND, Notice of Intent (NOI), and Notice of Completion (NOC) and provide the CITY with an electronic screen-check of the revised

documents, with all insertions, deletions, and formatting changes in strike-through and underline (i.e., Microsoft Word "Track Changes").

- After CITY staff comments on the screen-check IS/MND, NOI, and NOC, CONSULTANT will finalize the documents based upon the comments received and will provide electronic copies of each document to the CITY. CONSULTANT will publish the NOI pursuant to CEQA Guidelines and distribute the NOC and the Draft IS/MND to the State Clearinghouse (SCH) and other interested agencies and individuals identified by the CITY for the public review period.
- CEQA Guidelines §15075 requires that the lead agency file a Notice of Determination (NOD) within five (5) working days of the agency's decision to approve the project (Public Resources Code §21083). CONSULTANT will prepare a draft NOD for review and comment by CITY staff.

Deliverables:

- One (1) electronic copy of the Administrative Draft IS/MND, Draft IS/MND, NOI, NOC, and NOD for the CITY; Submittal of CEQA documents to the State Clearinghouse for distribution.

1.9.3 Biological Resources Evaluation

CONSULTANT will perform a reconnaissance-level field survey of the Project area. Goals of the biological field survey include identification of existing biological resources within the Project area, including land uses and biotic habitats, constituent plants and animals, and suitable habitat for special status species.

CONSULTANT will prepare a Biological Evaluation report evaluating potential project impacts to State and federally listed or special status species, habitats, and other sensitive biological resources. The Biological Evaluation report will be consistent with CEQA and NEPA standards with Section 7 language and is suitable for submission to most regulatory agencies for permitting purposes.

Deliverables:

- One (1) electronic copy of the Draft Biology Study and associated studies as Appendices.

1.9.4 Cultural Study

CONSULTANT will team with ASM Affiliates to complete a Phase I Cultural Resources Survey/Cultural Report. This will include:

- A records search of the Native American Heritage Commission (NAHC) Sacred Lands was obtained during Phase I and provided to ASM. Outreach letters and follow-up phone calls will be made to tribal organizations and members on the NAHC-provided tribal contact list, to assist with the tribal consultation process.
- Fieldwork will comprise of an intensive pedestrian survey of the project areas. The survey will be designed to meet all professional requirements, including the Secretary of the Interior's Standards and Guidelines, and Office of Historic Preservation (SHPO) guidelines. Survey of these areas will be conducted at 15-m transect intervals by a qualified archaeologist, using 15-m transects.
- Any newly identified sites or historic buildings or structures will be mapped and recorded on DPR 523 forms for submission to the IC for assignment of permanent trinomials. Previously recorded sites within the study area will be visited and the site form will be updated. If potentially significant eligibility for the national, state or local register(s) may be required, if site avoidance cannot be achieved due to Project constraints.
- ASM will evaluate the impacts to the two USBR canal laterals.
- ASM will prepare a written draft technical report that will summarize the background, research, methodology, historic context, and results of the work described above, including recommendations for CEQA and Section 106 compliance.

Deliverables:

- One (1) electronic copy of the Cultural Study

PHASE 2 FINAL DESIGN

The final design phase includes permit acquisition and Final Plans, Specifications, and Estimate.

Task 2.1 Permitting (Provost & Pritchard)

2.1.1 Project Permits

The following permitting tasks will be completed for the Project.

- Central Valley Flood Protection Board (CVFPB)
 - Encroachment Permit Application Submittal
 - Up to two (2) meetings with the agency
- State Lands Commission (SLC)
 - State Lands Commission Authorization Permit
 - Up to two (2) meetings with the agency
- Lake or Streambed Alteration Agreement (LSA) Application
 - Prepare the LSA package pursuant to California Fish and Game Code section 1602.
 - Submit the completed LSA package and required attachments for review and comment, following which, the document will be finalized for submission to California Department of Fish and Wildlife (CDFW).
 - Conduct an Aquatic Resources Delineation (ARD) consistent with the United States Army Corps' (USACE) Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (2016) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (2016). The report will meet the standards to support USACE and Regional Water Quality Control Board (RWQCB) permitting. Complete the Request for ARD determination and submitted to USACE.
 - Prepare and complete the USACE Section 404 Nationwide Permit application package and attachments of known relevant documents and requested information.
 - Provide a copy of the completed USACE permit application package for review and comment, following which, the document will be finalized for submission to USACE
- RWQCB Clean Water Act (CWA), Section 401 Water Quality Certification
 - Prepare and complete a Section 401 Water Quality Certification application package for submittal to the Regional Water Quality Control Board (RWQCB).

Deliverables:

- One (1) electronic copy of the CVFPB Encroachment Permit Application, SLC Authorization Permit, LSA Application, Section 404 Nationwide Permit, Final ARD, completed USACE permit application package, and completed Section 401 Water Quality Certification Application package

Task 2.2 Finalize Geotechnical Engineering (Parikh)

2.2.1 Final Geotechnical Report

The final report will address the review comments of the Client with any design updates. The design recommendations will be finalized accordingly.

The project team's Geotechnical Engineer, PARIKH, will provide Design Review Consultation through final design.

Deliverables:

- DRAFT Foundation Report (issued at 65% PS&E)
- Final Foundation Report (issued at 95% PS&E)
- Log of Test Borings (issued at 65% PS&E)

Task 2.3 Final Plans, Specifications, and Estimate (Cornerstone/Provost & Pritchard)

This task includes project development through the final design of the bridge including the preparation of 65%, 95%, and 100% submittals, Final PS&E submittal, and obtaining all final approvals.

2.3.1 Final Design (65% PS&E)

Upon approval of the Type Selection design report, the CONSULTANT will prepare and submit the draft plans, specifications, and estimate to the CITY. Specifications will follow Caltrans 2018 format unless directed otherwise. This submittal represents a complete set of "unchecked" plans. The CONSULTANT will prepare a complete set of construction plans in accordance with the CITY's standards. The content will represent a biddable plan set but it has not been through our QC checklist. This scope of work is based on the approximate sheet count listed below. Sheets will include necessary details to address comments from CITY, regulatory agencies, Caltrans, etc.

Roadway Plans (Provost & Pritchard)

| | |
|--|-----------|
| Title Sheet with Location Map | 1 Sheet |
| Typical Roadway Cross Sections | 1 Sheet |
| Plan and Profile Layout | 1 Sheet |
| Construction Details | 1 Sheet |
| Trail Crossing Detail Sheet | 1 Sheet |
| Curb Ramp/Drive Approach Detail Sheets | 3 Sheets |
| Water Main Plan and Profile | 1 Sheet |
| Water Main Details | 1 Sheet |
| Signing and Striping Plans | 1 Sheet |
| Traffic Control Plans | 1 Sheet |
| Subtotal Roadway Plans | 12 Sheets |

MID Culvert Plans (Provost & Pritchard)

| | |
|--|-----------|
| Cover Sheet | 1 Sheet |
| Legend & Abbreviations | 1 Sheet |
| Overall Site Plan and Demo Plan | 1 Sheet |
| Lateral 24.2 Inlet/Outlet Structure Plan with Culvert Section | 1 Sheet |
| Lateral 24.2 Inlet/Outlet Structure Elevations and Sections | 1 Sheet |
| Lateral 24.2-14.2 Inlet/Outlet Structure Plan with Culvert Section | 1 Sheet |
| Lateral 24.2-14.2 Inlet/Outlet Structure Elevations and Sections | 1 Sheet |
| Lateral 24.2 Caltrans Standard Box Culvert Sheets | 5 Sheets |
| Construction Details | 2 Sheets |
| MID Standard Details | 1 Sheet |
| Subtotal MID Culvert Plans | 15 Sheets |

Bridge Plans (10 Span CIP Concrete Slab) (Cornerstone)

| | |
|------------------------|-----------|
| General Plan | 1 Sheet |
| Deck Contours | 1 Sheet |
| Foundation Plan | 1 Sheet |
| Abutment Layout | 1 Sheet |
| Abutment Details No. 1 | 1 Sheet |
| Abutment Details No. 2 | 1 Sheet |
| Pier Layout | 1 Sheet |
| Pier Details No. 1 | 1 Sheet |
| Pier Details No. 2 | 1 Sheet |
| Pipe Pin Details | 1 Sheet |
| Typical Section | 1 Sheet |
| Drainage Details | 1 Sheet |
| Log of Test Borings | 2 Sheets |
| Subtotal Bridge Plans | 14 Sheets |

Total Sheet Count

31 Sheets

2.3.1.1 Bridge Design (Cornerstone)

CONSULTANT will prepare structural calculations and bridge plans for the bridge type and configuration agreed upon during the Preliminary Engineering task. This submittal will represent complete, unchecked set of bridge construction documents to be submitted to the CITY. The bridge design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM) Chapter 11: Design Standards
- Caltrans LAPM Chapter 12: Plans, Specifications, and Estimates
- Caltrans Highway Design Manual
- Caltrans 2018 Standard Plans & Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications, 8th Edition with Caltrans Amendments
- Caltrans Seismic Design Criteria, Version 2.0

2.3.1.2 Approach Roadway Design (Provost & Pritchard)

CONSULTANT will prepare the approach roadway design in general conformance with CITY Standards, AASHTO "A Policy on Geometric Design of Highways and Streets," and the Caltrans Highway Design Manual, Caltrans Standard Specifications and Standard Plans. Final grading will be developed as well as new/existing roadway conformance details, as required.

2.3.1.3 Engineer's Estimate of Probable Construction Cost (Cornerstone/Provost & Pritchard)

CONSULTANT will provide cost estimates at the 65% PS&E design submittal. CONSULTANT will prepare detailed quantities in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data, CONSULTANTS cost data, as well as the CITY's cost data.

2.3.1.4 Contract Specifications/Special Provisions (Cornerstone/Provost & Pritchard)

CONSULTANT will prepare the contract technical Special Provisions for the project based in General on Caltrans' 2018 Standard Special Provisions and Standard Specifications, and CITY construction contract standards.

Deliverables:

- Three (3) copies of full-size sets of 65% Plans (22 x 34)
- One (1) full-size PDF of 65% plans (22 x 34)
- One (1) half-size PDF of 65% plans (11 x 17)
- One (1) set of annotated Technical Special Provisions in Word format
- One (1) copy of Engineer's Opinion of Probable Construction Cost Estimate in Excel format
- One (1) PDF of all draft (unchecked) Design Calculations

2.3.2 Final Design (95% PS&E) (Cornerstone/Provost & Pritchard):

This submittal represents a complete set of "checked" plans that has been through our QC checklist.

2.3.2.1 Bridge Independent Check (Cornerstone)

The 65% PS&E will be sufficiently completed by CONSULTANT so that an independent bridge design check can be completed. An independent engineer, who was not involved in the design will re-analyze the bridge, verify member capacities, perform a check of the structural quantity calculations, and review the special provisions for the bridge. The checker will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

2.3.2.2 Update PS&E (Cornerstone/Provost & Pritchard)

CONSULTANT will provide written responses to Independent Check comments, CITY comments, and Caltrans comments to the 65% PS&E. CONSULTANT will update the PS&E based on the agreement and resolution of

comments for final submittal to the CITY. The CITY will be responsible for submitting the updated PS&E to Caltrans. This submittal will represent the final contract documents that will be issued for bid and construction.

Deliverables:

- Three (3) copies of full-size sets of 95% Plans (22 x 34)
- One (1) full-size PDF of 95% plans (22 x 34)
- One (1) half-size PDF of 95% plans (11 x 17)
- One (1) set of annotated and checked Technical Special Provisions in Word format
- One (1) copy of Engineer's Opinion of Probable Construction Cost Estimate in Excel format
- One (1) PDF of all checked Bridge Design Calculations
- One (1) PDF of all checked structural quantities

2.3.3 100% PS&E (Cornerstone/Provost & Pritchard):

Following reviews by the CITY and Caltrans, any agreed-upon revisions shall be made to the 95% PS&E. The specifications, plans, and other bid documents will be submitted to the CITY for final approval.

Deliverables:

- Three (3) full-size sets of Plans (22 x 34)
- Three (3) sets of annotated Technical Special Provisions
- Three (3) copies of Cost Estimate
- Two (2) copies of all Supplemental Design Calculations

2.3.4 Deliver Final PS&E (Cornerstone/Provost & Pritchard):

After receipt of final approval, an original set of stamped and signed plans, two camera ready copies of the bidding documents and an engineer's estimate will be submitted to the CITY for its use in soliciting construction bids. The CONSULTANT shall provide the quantity calculations to the CITY for use in administering the contract.

Deliverables:

- One set of Final Signed Plans on Mylar (22x34)
- Three (3) set of Final plans on Bond
- Three (3) sets of Quantity Calculations
- Three (3) sets of Independently checked Quantity Calculations
- Construction cross sections at 50 ft. intervals along the roadway alignment
- 1 Compact Disc (CD) with
 - PDF of signed Final Plans
 - Final Plans on compact disk in AutoCAD 2020 Civil 3D format
 - Copy of Special Provisions in Word format
 - Copy of Cost Estimate in Excel format

PHASE 3 ASSISTANCE DURING BIDDING (Cornerstone/Provost & Pritchard)

The CITY will advertise the project for bidding and distribute the plans to prospective bidders. The CITY's project coordinator will be the designated person to receive contractor inquiries. The CONSULTANT will assist the CITY as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, assisting the CITY in preparation of addenda to the PS&E during the advertisement period, and assisting the CITY in the evaluation of the bids received. Attending preconstruction meetings or bid opening will be provided if requested.

PHASE 4 LOW FLOW ESTIMATE AND HYDRAULIC MODELING OF DISCHARGES (Avila & Associates)

Task 4.1 Low Flow Analysis

CONSULTANT will perform a duration-frequency analysis for Fresno River using the U.S. Army Corps of Engineers' HEC-SSP (Statistical Software Package), Version 2.2 or later and streamflow gage data from streamflow gages on or adjacent to Fresno River. The duration frequency analysis will be used to calculate monthly flow exceedance levels, by month, for April through November. The monthly flow exceedance levels for the 0.1%, 1%, 2%, 5%, 10%, 15%, 25%,

50%, 80%, 90%, 95% and 99% flow levels will be provided, as well as the absolute minimum and maximum flows for each of the months.

Task 4.2 Falsework Modeling

CONSULTANT will model up to two alternative falsework configurations and diversion strategies, provided by CSEG, for up to three discharges chosen by the County.

Task 4.3 Technical Memorandum

CONSULTANT will complete a Draft Technical Memo—describing the additional analysis and including the flow duration curves for each month. Responses to comments on the revised Draft Technical Memo will be prepared and a Final Technical Memo will be submitted.

Assumptions: Technical memos to be submitted electronically (no hard copies). Diversion strategies will rely on gravity flow and will not include pump systems.

Deliverables:

- Technical Memorandum documenting the analysis with tabular representation of the Duration Frequency during specified time periods. Water surface profiles for the three chosen discharges and two chosen configurations will be provided in the Technical Memorandum.

PHASE 5 STREET LIGHTING DESIGN SERVICES (Peters Engineering Group)

CONSULTANT will prepare design plans for new streetlights to be constructed on the proposed Westberry Boulevard Bridge over the Fresno River in Madera, California.

The CONSULTANT will perform the work tasks described below.

- **Site Visit, Preliminary Meetings, and Background Information**

CONSULTANT will visit the site to observe the existing conditions and will visit other sites within the CITY to observe existing lighting similar to that proposed on this project. CONSULTANT will attend a meeting with CITY staff to determine the applicable design criteria and project needs.

- **Preliminary Plans**

CONSULTANT will prepare a preliminary lighting plan for on-structure lighting fixtures indicating the locations of the streetlights and conduit with the bridge. CONSULTANT will design the layout of the bridge lighting system in accordance with CITY requirements.

- **PG&E Coordination**

CONSULTANT will coordinate with CITY staff to submit a PG&E Rule 16 application if new electrical service is required. CONSULTANT will attend one meeting with PG&E and/or CITY staff to discuss the project. PG&E design fees shall be paid by the CITY and are not included in the scope of service and fee proposed herein.

- **95-Percent Plans, Specifications, and Estimate**

CONSULTANT will prepare a lighting plan for on-structure lighting fixtures and tie-in to street lighting and/or service conduit beyond the structure. The location of the meter pedestal, if desired by the CITY, will be shown on the plans once the electrical point of service location is determined. If the new street lighting system will tie in to an existing street lighting system, as-built information is assumed to be provided to the CONSULTANT, including but not limited to: existing cabinet locations, existing street light locations, existing conduit locations, and other pertinent data. One electronic submittal of the plans, specifications, and estimate will be provided for review by the CITY.

- **Final Plans, Specifications, and Estimate**

CONSULTANT will prepare final plans, specifications, and estimate based upon review comments received from the CITY following the 95-percent submittal. One set of reproducible originals will be delivered for inclusion in the bid set of documents.

- **Meetings**

CONSULTANT will attend two additional meetings via teleconference or virtual meeting with CITY staff as requested.

PHASE 6 EXTEND MODELING 1.8 MILES UPSTREAM TO EASTERN CITY LIMITS (Avila & Associates)

CONSULTANT will extend the HEC-RAS model approximately 1.8 miles upstream to the eastern city limits. CONSULTANT will add six (6) bridges to the model based on survey information and determine if the water surface elevation is consistent with the existing FEMA Flood insurance Study (FIS). No FEMA coordination will be completed with this scope of work.

WORK PERFORMED BY THE CITY

The CITY will perform tasks as identified above and the following:

- Project Approval
- Public Review and Comment Coordination
- Responsible for processing and approving any required design exceptions
- Right-of-Way Appraisal and Acquisition
- Right-of-Way Certification and Approval
- Boiler Plate, Notice to Bidders, and Contract provisions of Project Specifications
- PS&E Approval
- Construction Permitting
- Advertise for Bids
- Award of Construction Contract
- Construction Management

ASSUMPTIONS

1. The bridge will consist of a 402 ft. long, 94 ft. wide 10-span cast-in-place reinforced concrete flat slab bridge. It is assumed the bridge will be supported on seat type abutments founded on 36 in. diameter cast-in-steel-shell or cast-in-drilled-hole piles. The piers are assumed to consist of 36 in. diameter cast-in-steel-shell or cast-in-drilled-hole piles with column extensions. Any changes to the proposed bridge type or geometry may require additional design fee. Further, we are assuming the bridge will be constructed along the proposed alignment included in the Type Selection Report dated January 11, 2008.
2. Roadway approaches will consist of two 12-foot travel lanes in each direction, one 12-foot-wide center median, two 6-foot shoulders, and two 10-foot sidewalks. Details will be prepared for two (2) new curb ramps at the Riverview Drive and Westberry intersection and for the new trail crossing of Westberry Boulevard. It is assumed that all other curb ramps are ADA compliant and will remain in place. It is further assumed that the approach roadway will extend approximately 342 ft. to the north of the proposed bridge and approximately 185 ft. to the south of the proposed bridge.
3. The Central Valley Flood Protection Board will approve a design exception for the substandard freeboard for the 100-year storm as described in the Type Selection Report dated January 11, 2008.
4. The new 12" diameter CITY of Madera water main will connect to existing water mains in the Riverview Drive and Salano Court intersections.
5. Up to two (2) in-person meetings with Madera Irrigation District (MID) are included in this scope of work. Plans and specifications for Laterals 24.2 and 24.2-14.2 will be prepared as one combined bid package.
6. The existing MID Lateral 24.2 Canal will be undergrounded under Westberry Boulevard in a new Caltrans Standard reinforced concrete box culvert with reinforced concrete inlet/outlet structures on each end. MID will not require the extension of the new box culvert downstream to the next inlet structure. The existing MID Lateral 24.2-14.2 Canal will be undergrounded under Westberry Boulevard in a new 48-inch diameter rubber gasketed reinforced concrete pipeline (or smaller size as required by MID) with reinforced concrete inlet/outlet structures on each end.
7. MID and/or USBR will not require flow measurement, automated trash screens, electrical design, or Supervisory Control and Data Acquisition (SCADA) as part of the undergrounding of Laterals 24.2 and 24.2-14.2.
8. The Contractor will prepare the application and obtain the MID encroachment permit.
9. No utility relocation will be required other than the piping of the MID canal.
10. All improvements will occur within existing right-of-way and no right-of-way acquisition will be required.
11. The contractor will prepare a SWPPP in compliance with State Water Resources Control Board (SWRCB) Construction General Permit and provide all QSD and QSP services. BMPs for water quality, dust, and erosion control will be provided by the contractor and will not be shown on our plans.
12. The schedule is driven by timely receipt of all project and design information necessary to prepare complete application packages. The schedule cannot accurately depict agency review times or the timing of permit issuance as these items are outside the control of the CONSULTANT and the CITY.
13. Sufficient monuments will be in place and in good condition. Scope does not include execution of the monument preservation plan. Construction staking will be provided by the contractor.
14. Caltrans will not perform technical reviews of the PS&E submittal packages.
15. Access to the job site will be coordinated by the CITY.
16. As permit mitigation measures have not yet been determined, design of mitigations (i.e. planting plans, bat boxes, etc.) required by the permitting agencies is not included in this scope. When mitigations can be incorporated by simple addition of notes, such mitigations will be included in the design.
17. Degradation estimates will be straight-line extrapolation using best available data.
18. No numeric sediment transport models will be completed.
19. No insurable structures will be impacted by the bridge replacement. Avila and Associates will complete and sign the forms for items 3, 4, 5, 7 and 9 of the Floodplain Evaluation Report. It is assumed that the bridge will not cause a significant encroachment into the floodplain or a change in the water surface elevation; if a significant encroachment into the floodplain or change in water surface elevation is found, a separate task order will be necessary. Survey information for adjacent

- buildings is provided to determine the potential impact of the bridge replacement on the adjacent insurable structures. No Conditional Letter of Map Revision (CLOMR) will be required; if a CLOMR is required, a separate task order will be necessary.
20. The DRAFT Preliminary Hydraulic Report will be provided following the completion of the existing conditions modeling, proposed alternatives hydraulic modeling and the scour calculations for three of the proposed alternatives.
 21. Central Valley Flood Protection Board coordination will be provided up to the budget limit. Attendance at the Central Valley Flood Protection Board hearing will not be required.
 22. A Mitigated Negative Declaration is the appropriate level of CEQA necessary.
 23. A Categorical Exclusion is the appropriate level of NEPA required.
 24. This project scope does not include the following:
 - a. Focused surveys, handling of special status species, further technical studies, or documentation beyond those discussed in this scope of work.
 - b. Monitoring of active nests or monitoring of construction activities. If additional surveys are required to determine the status of a nest, or to monitor an active nest for signs of disturbance, an additional scope and fee estimate may be necessary.
 25. Provost & Pritchard will prepare and distribute all notices required for the publication and circulation of the Public Review Draft IS/MND, NOI, and NOC pursuant to CEQA.
 26. Provost & Pritchard will file all notices with the appropriate agencies for the project pursuant to the CEQA Guidelines.
 27. This proposal does not include the payment of the County Clerk filing fee or the payment of the California Department of Fish and Wildlife. Furthermore, various mitigation fees or permit and CEQA filing fees are also not included.
 28. If additional project information, surveys, mitigation, notices, permits, environmental reports, filing fees or other additional information is requested by a regulating agency, it would be accomplished by a separate proposal and fee submitted in advance for review and approval.
 29. This proposal includes submittal of an LSA Notification, and the work anticipated to be required in order to complete this task. If CDFW determines an LSA is required and the CITY requires assistance in negotiating terms of the draft Agreement or implementing protective measures of the LSA, a revised scope and fee may be necessary.
 30. CONSULTANT has no influence on the timeliness of review or issuance of permits by outside agencies such as the SLC, CVFPB, CDFW, USACE, and RWQCB.
 31. The CITY is responsible for notifying applicable regulatory agencies prior to commencing work via the appropriate processes.
 32. Two site visits will be required to conduct all required fieldwork for the environmental and permitting activities described in this scope of work. If additional site visits are required, a revised scope and fee may be necessary.
 33. The following services are not included in this proposal, however these and others can be provided at additional cost, upon request:
 - a. Responding to any public comments received during the public review period. If comments are received and the CITY would like CONSULTANT to prepare a response, a separate scope and fee will be provided for review and approval.
 - b. Focused surveys, handling of special status species, or documentation beyond what has been described in this scope of work.
 - c. Preparation of a long-term routine maintenance LSA Agreement or any other long-term permits maintenance permits
 - d. Pre-construction and/or Post-construction Biological Surveys
 - e. Nesting Bird Surveys in accordance with the Migratory Bird Treaty Act (MBTA)
 - f. Worker Environmental Awareness Program (WEAP) Training
 34. Final PS&E to be completed prior to August 2023 per the attached project delivery schedule. Delays in the project schedule resulting due to issues outside of CONSULTANT's control will require additional fee.

OPTIONAL SERVICES

June 17, 2022

OPTIONAL SERVICE NO. 1 – Construction Support Services (Cornerstone/Provost & Pritchard)

CONSULTANT will support the CITY by performing the following items during construction:

- Answer questions and respond to RFI's
- Attend pre-construction conference
- Visit construction site as required to observe progress and quality of work (maximum of 5 site visits assumed)
- Perform shop drawing and submittal review
- Review and assist the CITY in the negotiation of Contractor change orders
- Prepare as-built drawings based on markups received from the Contractor

Due to the unpredictability of construction support services, hours have been allocated to approximate the anticipated amount of work. If additional hours are required above the amount allocated, the CITY will be informed and the remaining hours will be billed on a time and material basis.

EXHIBIT B FEE AND RATE SCHEDULE

| Proposed Fee for Updating Project Technical Studies & Preparation of Final PS&E [†] | |
|---|---|
| Task | Cornerstone Project Delivery Team Fee (Includes all proposed subconsultants) |
| Task 0 through Task 2 Project Management; Update Project Technical Studies; Environmental Approval; Permitting & Final Design | Lump Sum \$886,313 |
| Task 3 Assistance During Bidding | T&M \$15,040 |
| Task 4 Low Flow Estimate and Hydraulic Modeling of Discharges | Lump Sum \$9,435 |
| Task 5 Street Lighting Design Services | Lump Sum \$13,740 |
| Task 6 Extend Modeling 1.8 Miles Upstream to Eastern City | Lump Sum \$7,546 |
| Task 7 Reimbursable Expenses | T&M \$3,000 |
| Optional Task No. 1 Construction Support Services | T&M \$80,070 |
| Total Additional Fee to Complete Project | \$1,015,144 |

*See attached fee proposal for hour estimate

In response to the City's request for an updated scope of work and accompanying fee proposal extending through construction support services we have prepared the attached scope of work and fee proposal.

Should you have any questions or comments please do not hesitate to call.

Sincerely,

CORNERSTONE STRUCTURAL
ENGINEERING GROUP, INC



Shawn M. Cullers, S.E.
Principal in Charge



N. Bobby Zermeno, S.E.
Project Manager

Attachments: Scope of Work
 Fee Proposal
 Project Delivery Schedule



2022 CHARGE RATE SCHEDULE

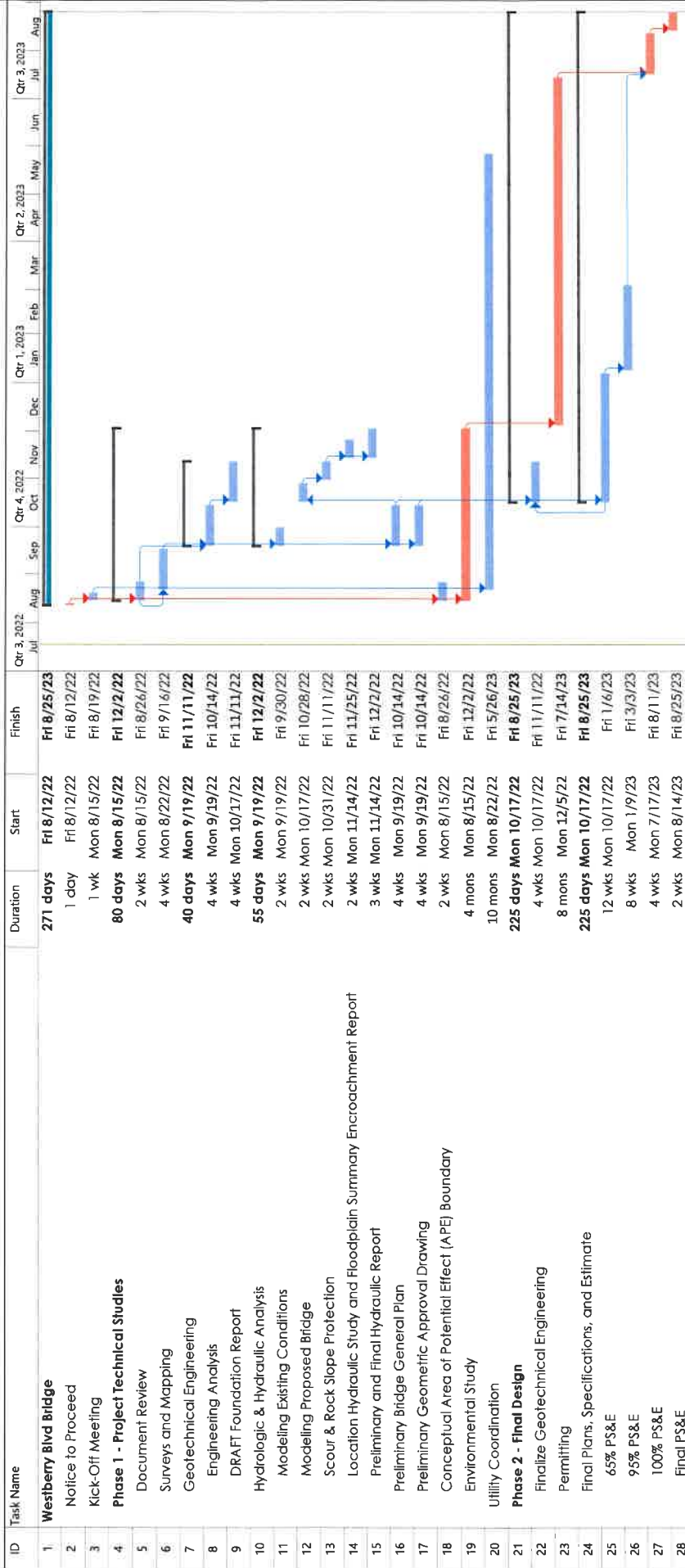
| | |
|-------------------------------|--|
| Principal | 260.00/hr |
| Associate | 230.00 |
| Construction Manager | 220.00 |
| Engineering Manager | 205.00 |
| Structural Observer | 205.00 |
| Assistant Structural Observer | 195.00 |
| Project Administrator | 170.00 |
| Senior Engineer | 185.00 |
| Project Engineer | 170.00 |
| Staff Engineer | 160.00 |
| Structural Designer II | 150.00 |
| Structural Designer I | 140.00 |
| Junior Engineer | 120.00 |
| Senior Computer Drafter | 140.00 |
| Computer Drafter | 130.00 |
| Junior Computer Drafter | 120.00 |
| Accounting Assistant | 130.00 |
| Marketing Coordinator | 115.00 |
| Administrative Assistant II | 115.00 |
| Administrative Assistant I | 105.00 |
| Expert Witness Services | 500.00 |
| Subconsultants | Cost Plus 10% |
| Expenses | Cost Plus 15% |
| <u>CADD Services</u> | |
| Plots/Prints on Bond | \$1.50/sq. ft. |
| Mylar Plots | \$3.00/sq. ft. |
| Copies | \$0.05 per b/w copy \$1.00 per color copy |

Charge Rates Applicable January 1, 2022 through December 31, 2022

EXHIBIT C

PROJECT DELIVERY SCHEDULE

July 18, 2022



Manual Progress

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Task Split

Milestone Summary

Project Summary



ATTACHMENT 3

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
APPROPRIATING \$ 1,250,000.00 TO THE CITY OF MADERA FISCAL YEAR
(FY) 2022/23 CAPITAL PROJECTS BUDGET FOR THE WESTBERRY BRIDGE
PROJECT (PROJECT) AT THE FRESNO RIVER**

WHEREAS, the Capital Improvement Program (CIP) includes a project to construct a new bridge crossing the Fresno River in the Westberry Boulevard alignment (the Project); and

WHEREAS, Transportation Impact Fees are identified for funding the design phase of the Project is identified in the Draft FY 2022/23 CIP; and

WHEREAS, there is a desire to enter into a consultant services agreement and incur expenses related to the preliminary engineering phase prior to adoption of the City's FY 2022/23 Budget; and

WHEREAS, adequate funds are available in Transportation Development Impact Fees, GL 40930000.

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. Funds shall be appropriated in the FY 2022/23 Capital Projects Budget in accordance with Exhibit A, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately

* * * * *

ATTACHMENT 4

**FY 22/23 BUDGET APPROPRIATION FOR
WESTBERRY BRIDGE PROJECT B-00002**

| ORG CODE | OBJECT CODE | PROJECT CODE | DESCRIPTION | APPROPRIATED CHANGES | |
|-------------|----------------|-----------------|----------------------------------|----------------------|-----|
| | | | | (+) | (-) |
| | | | | | |
| 4093000 | 7050 | B-00002 | Westberry Bridge Design Phase | \$1,250,000.00 | |
| | | | | | |
| | | | | | |
| | | | TOTALS | \$1,250,000.00 | |

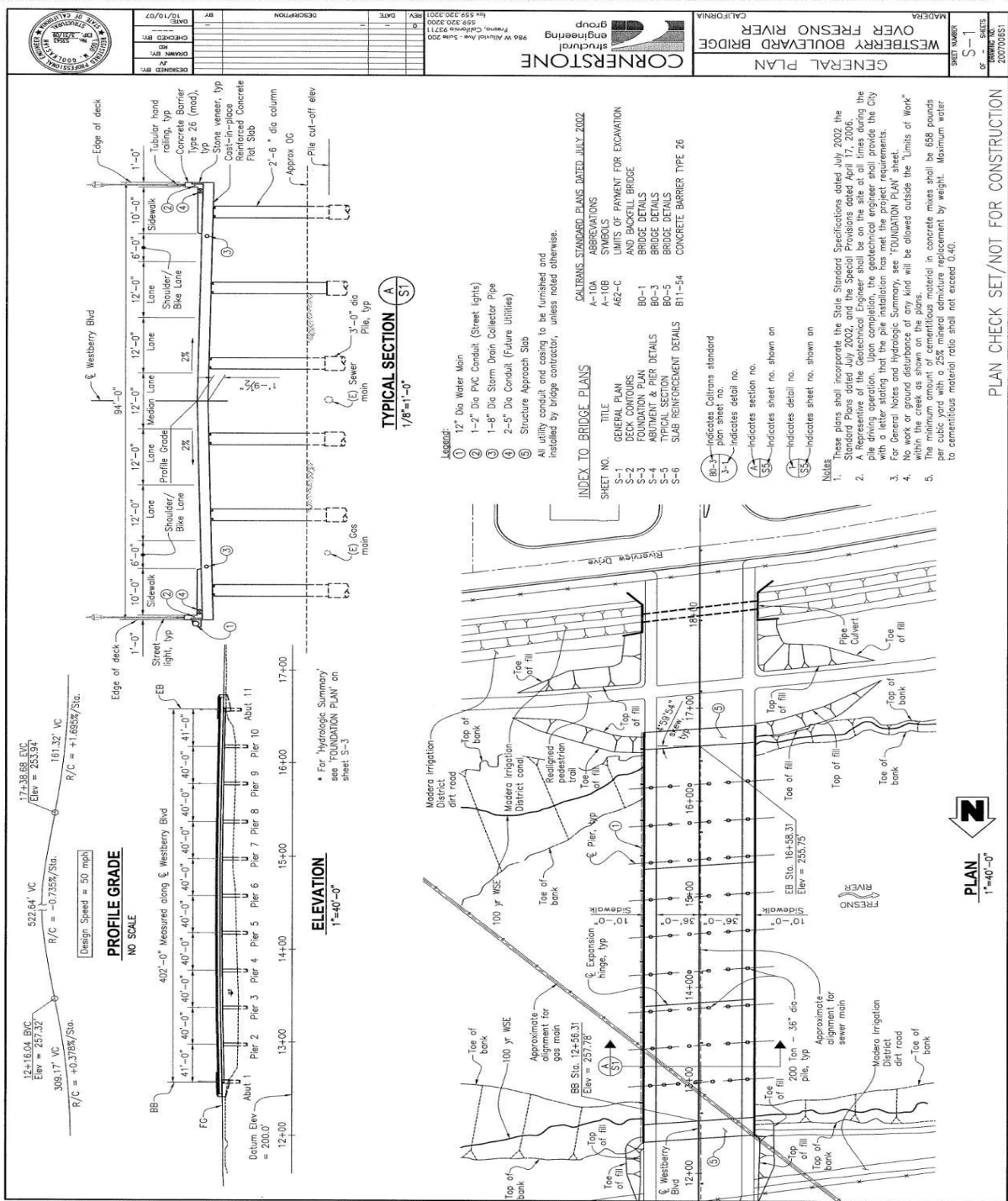
ATTACHMENT 5

LOCATION MAP



ATTACHMENT 6

30% Preliminary Bridge Plan and Profile

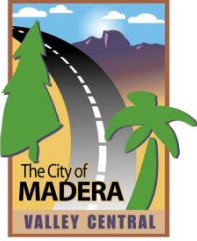


| DATE | DESCRIPTION |
|----------|-------------|
| 12/10/07 | DESIGNED BY |
| | CHECKED BY |
| | DRAWN BY |

CORNERSTONE
Industrial Group
986 W. Alameda Ave., Suite 200
Fresno, California 93711
Tel: 559.230.2201

GENERAL PLAN
WESTBERRY BOULEVARD BRIDGE
OVER FRESNO RIVER
MADERA, CALIFORNIA

SHEET NUMBER: S-1
OF 6 SHEETS
DRAWING NO.: 20070805



REPORT TO CITY COUNCIL

Approved by:

Kingsley Okereke
Kingsley Okereke, Interim Director of Financial Services

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: August 3, 2022

Agenda Number: D-2

SUBJECT:

Franchise Agreement with Mid Valley Disposal for the Collection, Transportation, and Recycling of Solid Waste Services

RECOMMENDATION:

Adopt a Resolution approving the proposed agreement with Mid Valley Disposal for the collection, transportation, and recycling of solid waste services

SUMMARY:

The City and Mid Valley Disposal (Franchisee) entered into a Solid Waste and Recycling Services Agreement effective January 1, 2013, to December 31, 2022. While the agreement is not set to expire until the end of this year, changes in legislation, in particular Senate Bill (SB) 1383, require additional recycling and reporting services and reduction in short-lived climate pollutants. This franchise agreement incorporates the new regulatory requirements related to SB 1383. The term of the agreement is for 10 years.

DISCUSSION:

Pursuant to enacted legislation, the City is required to make adequate provisions for the disposal of solid waste. Additionally, to ensure public health, safety and well-being the City may enter into an exclusive franchise agreement for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City. Recent legislation, SB 1383, has imposed significant requirements related to the collection and disposal of short-lived climate pollutants, mainly food/organic waste.

Mid Valley Disposal has been the City's third-party waste hauler since 2013. The agreement will expire at the end of 2022. The new SB 1383 legislation would require that the City amend the current contract to comply with the regulations. The cost associated with implementing SB 1383 were so significant that a short-term amendment was not cost effective. In order to maintain costs to customers be maintained as low as possible, providing quality services and complying with the law, it was determined that a longer term was necessary. In short, there are major capital costs and plant/equipment costs associated with the implementation of SB 1383.

Mid Valley Disposal has been involved with the implementation of SB 1383 with other agencies and has invested in the capital projects necessary to comply with the new regulations. They have the equipment that can appropriately compost and process the organic short-lived climate pollutants. Mid Valley Disposal has provided quality services to City for almost 10 years and are committed to continuing to deliver quality solid waste disposal services for the next 10 years.

A few items worth highlighting:

1. There shall be no disruption to customers
2. The term of this agreement is for 10 years
3. While the Proposition 218 Rate Study (NBS) combined solid waste and street sweeping, the City will continue to provide street sweeping.
4. The City shall continue to bill and collect services fees for solid waste. The City shall retain a cost recovery fee for its services.
5. For services rendered, the City will retain 25.5% from residential and 20% from commercial customers. The City will utilize portions of the cost recovery for street repairs, clearing of trees overhanging the roadway, and staff time associated with utility billing.
6. Rates for the initial 5 years are attached. Said fees include an annual cost-of-living adjustment (COLA).
7. Rates for years 6-10, fees shall be adjusted by adding a COLA to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (CPI).
8. Mid Valley shall:
 - a. Collect waste at the Public Works yard and City Hall at no cost to the City
 - b. In partnership with the City, continue the annual curbside clean-up
 - c. Collect up to 20 tons of illegal dumping annually
 - d. Provide up to 4 sharps collection kiosks and a battery drop-off location
 - e. Provide walk-in service for seniors and/or handicap persons that may require assistance
 - f. Provide up to \$5,000.00 per year in scholarships to graduating seniors from the City
 - g. Provide up to \$10,000 per year in financial support for the 4th of July event
 - h. Serve as the lead filing pertinent documentation to CalRecycle, including SB 1383

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 437 Recycling program: Promote recycling through multiple programs.

ATTACHMENTS

1. Resolution
 - a. Agreement

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA (“City”), APPROVING A FRANCHISE AGREEMENT WITH MID
VALLEY DISPOSAL (“Franchisee”) FOR SOLID WASTE AND RECYCLING
SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE FRANCHISE
AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

WHEREAS, The City and Franchisee entered a Solid Waste and Recycling Services Agreement effective from January 1, 2013, to December 31, 2022 (“Prior Agreement”); and

WHEREAS, Franchisee has lawfully conducted solid waste handling operations in the City under the Prior Agreement for several years and has delivered a level of service to its customers commensurate with the highest industry standards.

WHEREAS, Franchisee is well-qualified to continue providing that service; and

WHEREAS, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

WHEREAS, in 2016, Governor Brown signed into law SB1383 that establishes regulatory requirements for Cities, Generators, Solid Waste facilities, and other entities to support achievement of State-wide reduction in short lived climate pollutants; and

WHEREAS, City has requested, and Franchisee has agreed to implement new programs and services related to SB 1383 requirements; and

WHEREAS, in order to implement the new programs and services related to SB 1383, Franchisee requires the adjustment of rates to be charged customers in the City of Madera; and

WHEREAS, the City and Franchisee have engaged in negotiations regarding new SB requirements and an increase in rates as a result of the State’s passage of SB 1383; and

WHEREAS, the Prior Agreement, as amended, needs to be updated for the collection, transportation and disposal of Solid Waste and for SB 1383 services as further specified in this Agreement.

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 Mayor is authorized to execute the Franchise Agreement on behalf of the City.
3. This resolution is effective immediately upon adoption.

MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF MADERA, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

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MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF MADERA, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

This Franchise Agreement ("Franchise Agreement") is entered into on _____, by and between the City of Madera ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Franchisee") for the collection, transportation and disposal of Solid Waste and for other services as further specified herein in **EXHIBIT A** and **EXHIBIT B**.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial and commercial premises in the City; and

WHEREAS, The City and Franchisee entered a Solid Waste and Recycling Services Agreement effective from January 1, 2013, to December 31, 2022 ("Prior Agreement"); and

WHEREAS, Franchisee has lawfully conducted solid waste handling operations in the City under the Prior Agreement for several years and has delivered a level of service to its customers commensurate with the highest industry standards.

WHEREAS, Franchisee is well-qualified to continue providing that service; and

WHEREAS, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

WHEREAS, in 2016, Governor Brown signed into law SB1383 that establishes regulatory requirements for Cities, Generators, Solid Waste facilities, and other entities to support achievement of State-wide reduction in short lived climate pollutants; and

WHEREAS, City has requested, and Franchisee has agreed to implement new programs and services related to SB 1383 requirements; and

WHEREAS, in order to implement the new programs and services related to SB 1383, Franchisee requires the adjustment of rates to be charged customers in the City of Madera; and

WHEREAS, the City and Franchisee have engaged in negotiations regarding new SB requirements and an increase in rates as a result of the State's passage of SB 1383; and

WHEREAS, the Prior Agreement, as amended, needs to be updated for the collection, transportation and disposal of Solid Waste and for SB 1383 services as further specified in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES

A. Covenants, Representations and Warranties of Franchisee

Franchisee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Agreement.

- (1) Franchisee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.
- (2) Franchisee has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement.
- (3) Each Person signing this Agreement on behalf of Franchisee has been authorized by Franchisee to do so, and this Agreement has been duly executed and delivered by Franchisee, and constitutes a legal, valid and binding obligation of Franchisee enforceable against Franchisee in accordance with its terms.
- (4) To the best of Franchisee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Franchisee or affecting Franchisee, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Franchisee.
- (5) Franchisee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Franchisee's or, if applicable, in Franchisee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Franchisee.
- (6) Franchisee has the expert, professional, and technical capability to perform all of its obligations under this Agreement and will maintain the capability at all times during this Agreement's term.
- (7) Prior to providing any service authorized by this Agreement, Franchisee will have provided to the City Manager the security instrument and certificates of insurance required by the Agreement.

- (8) Prior to providing any service authorized by this Agreement, Franchisee will have provided to the City Manager reasonably acceptable proof that the Franchisee has obtained all necessary permits, authorizations and licenses which are required for furnishing such service.
- (9) Franchisee understands and agrees that the City is required to comply with the California Public Records Act.

B. Covenants, Representations and Warranties of the City

The City hereby makes the following covenants, representations, and warranties to and for the benefit of Franchisee as of the date of this Agreement:

- (1) The parties executing this Agreement on behalf of the City are duly authorized to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.
- (2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement.
- (3) The City shall comply with the California Public Records and shall reasonably cooperate with Franchisee in preserving the confidentiality of Franchisee's proprietary information, including trade secret information, and preventing its disclosure as authorized by the Public Records Act. It will be the obligation of Franchisee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Franchisee shall defend and indemnify City, elected officials, officers, employees, Franchisees, consultants, attorneys, agents and volunteers, including for City attorney fees, staff costs, awards and judgments, for any claims brought against City for failure to produce any requested documentation related to Franchisee and its business in possession of City in accordance with a Public Record's Act.
- (4) The City shall use best reasonable efforts to update and amend applicable provisions of its Municipal Code to the extent the City determines such changes are necessary to conform to this Agreement and to meet its obligations hereunder.

SECTION 2 - DEFINITIONS

Whenever any term used in this Franchise Agreement has been defined by AB 939 or in the Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition found in AB 939, in the Madera Municipal Code and this Agreement, the definition in this Agreement shall govern all other definitions, while the definition in the Municipal Code shall take precedence over the definition contained in AB 939. The definitions are set forth on the attached and incorporated **EXHIBIT C**.

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SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE

A. Grant of Franchise

Pursuant to the provisions of the Municipal Code and pursuant to AB 939, and subject to the terms and conditions of this Agreement (including all extensions or renewals), City hereby grants to Franchisee the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in **EXHIBIT A** (Provided Services) to this Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall enforce the exclusive rights of Franchisee to provide services within the Franchise Area. By this Agreement and subject to its terms, the City grants the broadest form of exclusive solid waste handling franchise permissible under applicable law including its general municipal police powers and the specific authority given to local agencies by California Public Resources Code Section 40059 to determine aspects of solid waste handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

B. Acceptance of Franchise

Franchisee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Franchisee waives, terminates and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

- (1) Self-Haul. Any Solid Waste otherwise within the Scope of this Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self-haul" within the meaning of this exception.
- (2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green waste or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green waste or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.

Sale or Gift of Recyclable Materials. Source separated Recyclable Materials which are either donated or sold by the generator of the materials to a party other than Franchisee. A mere discount or reduction in price of the Franchisee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code Section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled

with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services (“fee for service” recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

SECTION 4 – TERM AND TERMINATION

The initial term of this Agreement shall commence at 12:00 a.m. on August 1, 2022 and expire at 12:00 a.m. on June 30, 2032. Prior to the expiration of the term, the Agreement may be extended upon terms and conditions mutually agreeable to City and Franchisee. Termination of this Agreement may also occur pursuant to Section 10 “Failure to Perform and Remedies” of this Agreement.

SECTION 5 - FRANCHISE AREA

The Franchise Area granted by this Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Franchisee shall perform Solid Waste Handling services pursuant to this Agreement only in such Franchise Area.

SECTION 6 - SERVICES PROVIDED BY FRANCHISEE

Franchisee shall comply with the following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in **EXHIBIT A**:

A. Employees

- (1) Each employee or other Person driving Franchisee’s vehicle shall at all times have a valid California vehicle operator’s license appropriate for the vehicle being driven.
- (2) All Franchisee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Agreement.
- (3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.
- (4) Noncompliance with the employee items above are subject to the terms of Section 10, Failure to Perform and Remedies.

B. Hours of Collection

Franchisee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 5:00 A.M. the next day, or as stipulated in local noise ordinances.

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C. Office for Inquiries and Complaints

Franchisee shall maintain an office at some fixed place and keep regular business hours and shall maintain a locally listed telephone number to address inquiries and complaints. Such listing shall be in the Franchisee's name or in the fictitious business name under which Franchisee provides Solid Waste Handling services to the City. This Section shall not require the Franchisee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Franchisee. If the City receives any customer inquiries and complaints, City will log same and transmit any service requests or complaints to Franchisee electronically or via other mutually agreed upon method

D. Records and Reports

Franchisee shall prepare, maintain and provide to the City such records and reports as required in this Agreement, as well as records related to services in this agreement required under any other applicable law.

E. Requested Service

Franchisee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Franchisee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

G. Containers

Containers shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Franchisee's employees while emptying a container shall be cleaned up by Franchisee's employees.

H. Noise

In addition to any requirement Franchisee is subject to under applicable law, Franchisee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Franchisee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

I. Collection Equipment

Franchisee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste prior to such initial and/or periodic inspection and

approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Franchisee's applicable Health and Safety Permit.

All motor vehicles used by Franchisee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.

J. Privacy

Franchisee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, SB 1383, or the City, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Franchisee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Franchisee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Franchisee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

K. Customer Complaints

Franchisee shall respond to customer complaints whether received directly from customers or by customer through City. Franchisee shall designate a government Liaison Person responsible for working with the City to resolve Customer complaints. The name of the Liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

L. Property Damage

- (1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Franchisee to private or public property resulting from operations under this Agreement shall be promptly repaired or replaced by Franchisee at Franchisee's sole expense.
- (2) With respect to driving surfaces, Franchisee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Franchisee's employees.

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M. Gratuities

Franchisee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

N. Laws and Licenses

Franchisee shall comply with all federal, state, and City, County or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

O. Services During Strikes, Lockouts or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Franchisee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Franchisee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

SECTION 8 - WASTE DELIVERY DESIGNATION

City reserves the right to designate the disposal facility or facilities to which Franchisee shall deliver Solid Waste generated within City and collected by Franchisee pursuant to this Agreement. This designation, when made, shall be subject to the following:

- (1) Solid Waste that Franchisee determines to be suitable for Processing or green composting may be delivered by Franchisee to a Materials Recovery Facility or Designated Source Separated Organic Waste Facility selected by Franchisee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.
- (2) If the City Manager or his/her designee directs Franchisee to deliver residual Solid Waste collected pursuant to this Agreement to a Solid Waste Facility that is different from the facility Franchisee is then using for the disposal of such waste, or in amounts that are different than the amount that Franchisee is currently delivering to that facility, and this direction results in increased operating costs to the Franchisee, Franchisee shall be

entitled to a corresponding Fee adjustment to fully compensate Franchisee for the increased costs.

SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND

A. Indemnification of City

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

Hazardous Waste Indemnification

Without limiting the generality of the foregoing, if Franchisee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Franchisee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Franchisees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Franchisee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Franchisee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights under Section 8 of this Agreement. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9B shall survive the termination, lapse or any change in the relationship of the Parties hereto.

B. Insurance Requirements

Without limiting Franchisee's indemnification of City, and prior to commencement of Work, Franchisee shall obtain, provide, and continuously maintain at its own expense during the term of

the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

(1) Minimum Scope and Limits of Insurance: Franchisee shall maintain limits no less than:

- i. \$5,000,000 General Liability (including operations, products and completed operations) per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- ii. \$5,000,000 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 Franchisee arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- iii. Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Franchisee 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.
- iv. \$5,000,000 Franchisee's Pollution Liability per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

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

(4) 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.

- (5) 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 Franchisee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Franchisee hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.
- (6) Enforcement of Contract Provisions (non estoppel): Franchisee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Franchisee of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- (7) Specifications not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Franchisee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Franchisee.
- (8) Notice of Cancellation: Franchisee 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.
- (9) 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.
- (10) Timely Notice of Claims: Franchisee shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Franchisee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (11) Additional Insurance: Franchisee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

C. Performance Bonds or Other Security

Franchisee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Four

Hundred Thousand Dollars (\$400,000.00). Adequate proof of the existence of the Security shall be provided (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

D. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Franchisee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Franchisee or by a parent company of Franchisee.

SECTION 10 - FAILURE TO PERFORM AND REMEDIES

The rights of the Franchisee and City upon the failure of either to perform as required under this Agreement shall be as provided below:

A. Administration, Enforcement and Remedies

- (1) If the City Manager determines at any time that the Franchisee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, the City Manager will notify Franchisee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the notice of deficiency sent by the City Manager, a reasonable time for correction shall be thirty (30) consecutive calendar days from the receipt by the Franchisee of such written notice. If the Franchisee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, Franchisee shall notify City immediately to seek a reasonable period for correction. If Franchisee immediately commences to correct or remedy such deficiency within the time set forth in the Notice of Deficiency or the alternative period approved by City and diligently pursues such correction or remedy thereafter Franchisee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that while uncured defaults of material provisions of the Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Agreement, minor defaults should be the subject of liquidated damages as set forth herein. For purposes of this section, assessment of liquidated damages in total of more than \$10,000.00 in any twelve (12) month period shall be deemed a material breach.

- (2) The City Manager shall review the Franchisee's response to the Notice of Deficiency. If the City Manager determines that the Franchisee has not cured the deficiency or if there is no cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:
 - i. Refer the matter directly to the City Council for decision pursuant to subsection (3) of this Section 10-A; or

- ii. Decide the matter and notify the Franchisee of that decision, in writing.
 - The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
 - The decision of the City Manager shall be final and binding on Franchisee unless the Franchisee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing, shall contain a detailed and precise statement of the basis for the appeal.
 - Within fourteen (14) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (3) of this Section 10–A.
- (3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for hearing.
- i. If the City Council sets the matter for public hearing:
 - The City shall give Franchisee, and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the City Manager indicating the deficiencies, and shall give the Franchisee or its representatives and any other interested person a reasonable opportunity to be heard.
 - Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that as noted in the Notice of Deficiency the Franchisee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an imminent and substantial threat to public health and safety has been created as a result of Franchisees' deficiency, or in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.
- (4) Franchisee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.
- (5) In the event Franchisee (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City, reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:

- i. To rent or lease from Franchisee, at its respective fair and reasonable rental value, all or any part of the Franchisee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Franchisee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Franchisee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Franchisee or Person to act on the City's behalf. Franchisee shall be held responsible for the costs to insure the City or its assignee from all liability resulting from the operation of Franchisee's equipment. In the case of equipment not owned by Franchisee, Franchisee shall assign to the City, to the extent Franchisee is permitted to do so under the instruments pursuant to which Franchisee possesses and uses such equipment, the right to possess and use the equipment.
 - ii. As used in this subsection, "reasonable rental value" means the rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the City Manager by any equitable alternative method.
 - iii. If the City exercises its rights under this subsection, the City shall pay or owe Franchisee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Franchisee pursuant to this provision against any amounts due the City from Franchisee.
 - iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Franchisee's Solid Waste Handling duties shall be billed by and paid to the City. To the extent Franchisee receives such revenue after City's assumption of Franchisee's Solid Waste Handling duties, Franchisee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Franchisee prior to the City's assumption of duties) and Franchisee shall be deemed to have assigned to City all of Franchisee's right and interest to any such revenues.
- (6) The City rights set forth in this Section 10–A are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Franchisee to perform its obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement Franchisee acknowledges, admits and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Franchisee hereby agrees that the City may deem the foregoing a stipulation, for any purpose or proceeding.

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B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

- (1) Franchisee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. (See Office of Inquiries and Complaints section herein). Service complaints may be investigated by City Manager, as necessary to resolve. Franchisee shall provide reasonable cooperation in the event of such investigation. Franchisee shall maintain records listing the date of Customer complaint, the name, address and telephone number of Customer, the nature of the complaint or request, and the date when and nature of the action taken by the Franchisee to resolve the complaint. All such records shall be maintained for at least three (3) years after Franchisee's receipt of the complaint or inquiry and shall be available for inspection by City during all business hours. Service complaints shall be responsibility of Franchisee whether received by City and forwarded to Franchisee, or received directly by Franchisee.
- (2) If the Franchisee fails to cure a complaint, the City Manager shall review the complaint and determine if further action is warranted. The City Manager may request written statements from the Franchisee and Customer, or oral presentations or both written and oral presentations.
- (3) The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section shall be limited to a refund of Customer charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Agreement, City may impose upon Franchisee liquidated damages of up to one hundred dollars (\$100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the resolution procedure.
- (4) The City Manager may delegate the duties under this Section to a designee. The decision of the City Manager or a designee shall be final on any matter of five hundred dollars (\$500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars (\$500.00), Franchisee may seek review pursuant to the Notice of Appeal procedure contained in Section 10–A of this Agreement.

SECTION 11 - FRANCHISE TRANSFER

The rights of the Franchisee in regard to the transferability of its Franchise shall be as set forth below:

- (1) Neither this Franchise Agreement nor any right or privilege granted in this Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned or leased, in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer"), pass to or vest in any Person, except the Franchisee, either by act of the Franchisee or by operation of law, without the prior written consent of the City. Any attempt by Franchisee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.

- (2) This Franchise Agreement shall terminate on any Change in Ownership of Franchisee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.
- (3) The City shall review a request by Franchisee that the City approve a transfer of all or part of Franchisee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Franchisee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Franchisee.

If the Franchisee requests that the City consider and consent to a transfer or a Change in Ownership of Franchisee, the Franchisee or the proposed transferee, as applicable, shall at a minimum meet each of the following requirements:

- i. The Franchisee shall pay the City a maximum of \$50,000.00 for incurred attorney's fees and related administrative and investigation costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.
- ii. The Franchisee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.
- iii. The Franchisee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:
 - that the proposed transferee or the proposed management of the Franchisee under the proposed new owner has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Franchisee under this Agreement;
 - that in the last five (5) years, the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Franchisee under the proposed new owner) has not received any citations, Notice of Violations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii) involves actions which endangered the lives or property of any Person. Franchisee shall supply the City with a complete list of such citations, Notices of Violations and censures, if any;
 - that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Franchisee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;

- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Franchisee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;
- of the adequate financial strength of proposed transferee or of the Franchisee under the proposed new ownership; and
- of the ability of the proposed transferee or of the Franchisee under the proposed new ownership to obtain and maintain required insurance and bonds.

SECTION 12 - REPORTS

Franchisee shall provide the City Manager with such reports and information and make its records available for review as provided below:

A. General

- (1) Franchisee shall keep, and, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Agreement and to support requests for a Fee adjustment. City and Franchisee agree that Franchisee's proprietary information, including trade secrets, whether or not designated as such by Franchisee may be confidential under the California Public Records Act.
- (2) All information required to be kept, maintained or furnished to the City shall be maintained a minimum of five (5) years after the entry of the most recent item therein.

B. Reporting Requirements

During the term of this Franchise Agreement, Franchisee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and AB 901, as amended, and the regulations implementing each, in a manner acceptable to City. Franchisee agrees to submit such reports and information as reasonably requested by the City. Franchisee agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

C. Annual and Quarterly Reports

- (1) Franchisee shall assist City in preparation of all Annual and Quarterly reporting required by CalRecycle, or successor agency, in accordance with this Agreement.
- (2) Quarterly reports shall be submitted forty-five (45) days following the end of each calendar quarter. The quarterly reports shall include:

- i. Amount (in tons) and type of material collected.
- ii. Amount and types of material deposited in the Solid Waste Facility.
- iii. Amount and types of material recycled, processed or diverted.
- iv. Summary assessment of services, and identification of impediments to meeting service requirements.
- v. An annual presentation will be made to the Madera City Council upon an agreed date that is acceptable to both parties.

SECTION 13 - COMPENSATION

A. Compensation and Billing

Each party shall provide/maintain accurate and complete accounting and billing. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

- (1) Billing and Payment. All requests for service, or for changes in service, shall be processed by City and promptly reported to Franchisee. City shall provide billing services to all residential, commercial and industrial customers who receive service pursuant to this Agreement, except that Drop Box services will be billed and collected by Franchisee.

On a monthly basis, City shall remit to Franchisee the full amount for services provided based on the Fees set forth on **EXHIBIT D**. The monthly compensation payment to Franchisee shall be paid by City within thirty (30) days of the end of the applicable billing cycle.

Each party's accounting and billing shall be accurate and complete. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

- (2) Franchisee's Fees. Franchisee shall provide solid waste handling and collection services pursuant to this Agreement at the Fees set forth in the attached **EXHIBIT D**, the contents of which are incorporated by this reference. The Franchise Fee shall equal 25.5% of the Residential three standard container Fee and 20% of all other Fees in **EXHIBIT D**, except for contamination Fees. The City may deduct the Franchise Fee from the monthly payment to Franchisee. The **EXHIBIT D** Fees will apply at the inception of this Agreement, and are subject to adjustment as set forth elsewhere herein.

If no Fee has been established for a particular service billed by City, Franchisee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Franchisee, then Franchisee shall determine with Customer the appropriate charge, subject to City approval. Franchisee shall promptly notify City of any new Rates to be billed by Franchisee.

The **EXHIBIT D** Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by customers). No other charges shall be imposed by Franchisee for such services unless approved by City.

B. Adjustment to Fees

Franchisee understands and agrees that any adjustment of the Rates is contingent on City's use of such Proposition 218 process as deemed necessary or advisable by the City. If, at any time, a Fee adjustment cannot be implemented for any reason, Franchisee and City shall negotiate in good faith, a reduction of services or Franchise Fee equal to the value of the Rate adjustment that cannot be implemented. If City and Franchisee are unable to reach agreement about such a reduction in services, then Franchisee may terminate this Agreement upon one year's prior written notice to City.

The following annual and special rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

(1) Annual Cost of Living Adjustment (COLA)

The Fees for years 1 through 5 of the Agreement are shown in **EXHIBIT D** and include an annual cost-of-living-adjustment.

Beginning July 1, 2027, and each July 1 thereafter, the Fee shall be annually adjusted upwards by adding a cost-of-living adjustment (COLA) to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (CPI).

An example of the CPI adjustment for July 1, 2021 is shown below:

| | |
|--------------------|-------------------------|
| Annual CPI-U 2019: | 295.004 |
| Annual CPI-U 2020: | 300.084 |
| Change: | 5.080 |
| % Increase: | 1.72% (5.080 ÷ 295.004) |

(2) Solid Waste Facility Fee Adjustment

If an increase in the Solid Waste Facility Fee charged to the Franchisee is greater than the COLA in any given year, an adjustment shall be applied to the Fees based on the Disposal Component and shall be effective as of the date of the change of the Solid Waste Facility Fee.

As an example:

| | |
|-----------------|-----------------------|
| 2021 fee | \$27.64 per Ton |
| <u>2020 fee</u> | <u>-26.00 per Ton</u> |
| Increase | \$1.64 per Ton |

Increase, expressed as a percentage:

$$\$1.64 / \$26.00 = 6.31\%$$

Amount of Increase greater than COLA

$$\begin{aligned} \text{Annual COLA} &= 1.72\% \\ 6.31\% - 1.72\% &= 4.59\% \end{aligned}$$

The increase applied to the Fees based on the Disposal Component:

$$4.59\% \times 20.0\% = 0.92\%$$

(3) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Franchisee's compensation and the Fee adjustment mechanism provided in this Agreement result in Franchisee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Franchisee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Franchisee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Franchisee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Franchisee. In the event of such an application for an extraordinary Fee increase, it is understood that the Franchisee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

(4) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Franchisee.

(5) Change in Scope Level Adjustment

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid

Waste Handling services which may be required of, or agreed to by, Franchisee. City shall provide Franchisee ninety (90) days' notice of any requested changes in scope of this agreement. A Change in Scope Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Manager, not sooner than the effective date of the change in service. In no event shall any Change in Scope Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.

- ii. In the event that the City Manager and the Franchisee claiming to be affected by the change in scope cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13–C (1) shall apply.

(6) Change in Law Adjustments

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Franchisee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13–C (1) shall apply.

C. Dispute Resolution Regarding Adjustment to Fees

- (1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in 13 above, which cannot be resolved between the Franchisee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Franchisee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Franchisee and the City. The cost of the expert shall be borne equally by the Franchisee and the City and the Parties shall pay the expert(s) each party's respective share on demand by the expert(s). If the Franchisee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Franchisee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.

- (2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment) shall be decided by the City Manager within ten (10) working days after receipt of a written statement from the Franchisee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Franchisee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has given the Franchisee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10–A of this Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10–A of this Agreement.
- (3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City or a hearing officer, as appropriate.

D. Discontinuance of Service

Franchisee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Franchisee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage and collection of Solid Waste in accordance with this Agreement.

SECTION 14 - FORCE MAJEURE

Franchisee shall not be in default under this Agreement in the event that the services provided by the Franchisee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Franchisee and which Franchisee could not reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Franchisee to perform or failure of the Franchisee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Franchisee.

SECTION 15 - OTHER PROVISIONS

A. Independent Contractor

Franchisee shall perform this Agreement as an independent contractor and not as an officer, agent, servant, employee, or volunteer of City. Franchisee is solely responsible for the acts and omissions of its officers, agents, and employees, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Franchisee or a contractual relationship between City and Franchisee's employees.. Neither Franchisee nor its officers,

agents, or employees shall obtain any rights to retirement or other benefits which accrue to City employees. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Franchisee or its agents or employees perform the services under this Agreement.

B. Right to Pass

Franchisee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Franchisee shall have no rights greater than those then held by City.

C. Compliance with Municipal Code

Franchisee shall comply with provisions of the Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

D. Notices

Any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Franchisee at its most recent address of record with City or (ii) to the Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving party confirms receipt. The addresses of the parties at the time of signing this Agreement are:

To City: Attn: City Manager
 City of Madera
 205 W 4th Street
 Madera, CA 93637

To Franchisee: Attn: Contract Administrator
 Mid-Valley Disposal, LLC
 15300 West Jensen Avenue
 Kerman, CA 93630

Either party may from time to time designate by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

///

E. Exhibits Incorporated

Exhibits A through D are attached to and incorporated in this Agreement by this reference as if fully set forth.

F. Laws and Licenses

City and Franchisee shall, at their own separate costs, comply with all federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and Franchisee shall obtain and maintain in full force and effect throughout the term of this Agreement all licenses and permits necessary to perform the services hereunder.

G. Governing Law

This Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Madera or the Federal District Court with jurisdiction over City.

H. Waiver

No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

I. Counterpart Signatures

This Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

SECTION 16 - SEVERABILITY

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

SECTION 17 - ENTIRE AGREEMENT; AMENDMENT

This Agreement and its incorporated Exhibits constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or

amended, in whole or in part, except by written agreement signed by both parties hereto. Notwithstanding the forgoing, the parties acknowledge the provisions of "Chapter 6.20, Garbage and Rubbish Disposal" of the City Code as currently enacted are included herein and, further, that if and when such City Code provisions are amended, that the amended provisions shall apply to this Agreement, without any action being required of either party. The City Manager shall provide Notice to Franchisee upon changes to the City Code that require a change in this Agreement.

SECTION 18 - CONSTRUCTION OF FRANCHISE

The parties hereto have negotiated this franchise at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared the actual physical Agreement executed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

MID-VALLEY DISPOSAL, LLC

Mayor

Joseph Kalpakoff, President

Date: _____

Date: _____

APPROVED AS TO FORM

City Attorney

Natalie Kalpakoff, Secretary

Date: _____

ATTEST

Alicia Gonzales, City Clerk

EXHIBIT A - PROVIDED SERVICES

This Exhibit sets forth the level of services to be provided by Franchisee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Franchisee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

A. Single Family Residential

- (1) Weekly 3 Cart Service - Unless otherwise required under applicable law or regulation, once per week Franchisee shall collect the Solid Waste (except bulky items and Hazardous Waste), which has been separated, placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Franchisee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Franchisee. Franchisee shall supply containers, and shall require the use of specific containers as specified in this **EXHIBIT "A."** Franchisee may provide special pickup procedures, above and beyond the services described above, with customers consistent with the Fees paid Franchisee in **EXHIBIT "D."** Franchisee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Franchisee of any Changes in Service Level.

B. Commercial, Industrial, and Multi-Residential

- (1) Multi-Residential Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Franchisee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic White Goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.
- (2) Commercial and Industrial Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Franchisee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

C. Source Separated Materials – Contamination

Franchisee shall conduct contamination monitoring as defined in **EXHIBIT B** of this Agreement.

D. Construction and Demolition Waste Temporary Drop Box Services

Franchisee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in **EXHIBIT D** unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and services solely for the timely and efficient removal of "disaster debris" with the Franchisee or other qualified public or private entity.

E. Holiday Collection Schedules

If a regular collection day falls on a holiday observed by the Solid Waste Disposal Facility, then the collection schedule for the week shall be adjusted so that regular collections occur on the following day for the remainder of the week. For example, when a holiday is observed on a Monday, the regular collections will occur Tuesday through Saturday, so that a customer's collection occurs the day after their normal scheduled collection.

F. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) City Facilities: Franchisee shall provide front load commercial service to the City at no cost for the following City-owned facilities:
 - i. Public Works Yard
 - ii. Madera City Hall
- (2) Franchisee shall participate in the annual community clean-up day by providing a Curbside Pick Up for each residential customer of items placed at curbside. Franchisee will provide pickup of all items not deemed household hazardous waste, up to two cubic yards. This may include, but not be limited to, mattresses and other furniture, yard waste cut to pre-determined dimensions, general residential trash, and other bulky items that would typically require an individual to self-haul to the dump. The City will be responsible for mapping pick-up days with the Franchisee's input and providing all notification and advertising for the event. Franchisee will provide to the City a map of proposed locations for centralized collection of items in roll-off bins for approval in advance of the event.
- (3) Illegal Dumping: At Cities direction, Franchisee agrees to provide targeted clean-up of illegal dumping up to twenty (20) tons annually.
- (4) Battery and Sharps collection: Franchisee shall provide residential battery drop off bins at City Hall. Franchisee shall also provide up to four (4) Sharps collection kiosks at City designated locations.
- (5) Christmas Trees: Franchisee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day. If a tree is not cut to the appropriate length for disposal, Franchisee will tag the tree with a notification to the customer of why the tree was not removed from curbside.
- (6) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Franchisee will provide walk-in service to such premises.

- (7) Provide free special event containers for City Sponsored Events.
- (8) Provide up to \$5,000.00 per year in Scholarships to graduating seniors from the City.
- (9) Provide up to \$10,000 per year in financial support for the 4th of July event.

G. Emergency Disaster Debris Removal Services

- (1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Franchisee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in **EXHIBIT D**, to transport debris to a staging area or disposal facility designated by the Manager.
- (2) During any period of time that Franchisee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Franchisee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.
- (3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

EXHIBIT B - SB 1383 COMPLIANCE PROGRAMS

To support the City in complying with regulations under SB1383, Franchisee shall implement the programs identified in this **EXHIBIT B**. These programs are designed to meet the implementation and education requirements of SB 1383 and help the City achieve annual diversion requirements set by CalRecycle. The City's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City's enforcement of applicable codes, and the City's implementation of other programs outside the scope of this Agreement. Accordingly, City shall amend or update the City code to incorporate requirements necessary for the implementation of these programs.

1. Collection Requirements and Container Labeling

Franchisee shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Franchisee shall include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

2. Education and Outreach

To promote public education about recycling requirements, Franchisee shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Franchisee shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Franchisee to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Franchisee shall also make this notice available in an electronic format through the Franchisee's website.

Instructional Service Guide: Franchisee shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

Property Owners and Businesses: Franchisee shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, Franchisees, tenants, and Customers of the properties and businesses. The Franchisee's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial

Business or Multi-Family Property Owner may request delivery of materials by contacting the Franchisee's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Franchisee shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Franchisee shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Franchisee's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Franchisee's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Franchisee shall follow the contamination noticing procedures set forth below.

3. Waste Evaluations

Sampling Method: Franchisee shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Franchisee shall conduct waste evaluations for contaminants using the Standard-Compliance Approach or other methods approved by Cal Recycle at least twice per year and the studies shall occur in two distinct seasons of the year. Franchisee shall provide adequate notice to City of when waste evaluations will occur, and City reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Franchisee shall notify City within fifteen (15) working days. Franchisee may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators or notify all generators of their obligation to properly source separate materials. The Franchisee may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Franchisee will coordinate with City to develop procedures regarding alleged violations of these recycling programs.

4. Procurement

At City's option, Franchisee will make available up to 5,300 tons of compost or mulch for City to purchase at market rate to help meet its state-mandated annual procurement required target. Franchisee also agrees to provide City with any available procurement credits from renewable fuel purchases used by vehicles within City.

5. Waivers

The City shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by City. This includes physical space waivers where services may be impacted.

Franchisee shall provide City with required generator information on services and activity that is needed as part of the waiver application. Franchisee may also assist generators with waiver applications or submit on their behalf.

6. Edible Food Recovery

Franchisee shall provide City with necessary data and reporting to determine which customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Franchisee shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

7. Reporting

Franchisee will provide the data or prepare reports required to meet SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

EXHIBIT C - DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

- A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended from time to time.
- B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time
- C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.
- D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Franchisee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:
 - (1) the enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.
 - (2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.
- E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (6) of this Agreement.
- F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Franchisee being different than such ownership as of the date of the approval by the

City of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Franchisee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

- (1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.
- (2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.
- (3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.
- (4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.

G. CHANGE IN SCOPE ADJUSTMENT. "Change in Scope Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (5) of this Agreement.

H. COMMERCIAL EDIBLE FOOD GENERATORS. "Commercial Edible Food Generator" means a Businesses identified as Tier One and Tier Two edible food generators as defined in 14 CCR Section 18982.

I. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.

J. CITY. "City" means the City of Madera, State of California.

K. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.

L. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.

M. DESIGNATED SOURCE SEPERATED ORGANIC WASTE FACILITY: "Designated Source Separated Organic Waste Facility" means a facility identified by Franchisee that meets the definition of 14 CCR Section 18982(a)(33).

- N. DISPOSAL COMPONENT. "Disposal Component" means the portion of the Fee's that apply to Solid Waste Disposal or Processing. The Disposal Component at the effective date of this agreement is equal to Twenty percent (20.0%).
- O. DROP BOX. "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.
- P. EFFECTIVE DATE. "Effective Date" means August 1, 2022.
- Q. ELECTRONIC WASTE. "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.
- R. EXCLUDED WASTE. "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Franchisee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- S. FEE. "Fee" means the inclusive Fee schedule attached to this Agreement as Exhibit "D," which provides the Fees to be paid to Franchisee by City in consideration of the Solid Waste Handling services provided by Franchisee hereunder. The Fees in Exhibit D include a Franchise Fee.
- T. FOOD SCRAPS. "Food Scraps" means all discarded food such as fruits, vegetables, beans, pasta, and other materials accepted at the designated organics processing facility.
- U. FRANCHISE AGREEMENT. "Franchise Agreement" means the Agreement entered into between the City and the Franchisee which authorizes/requires the Franchisee to provide Solid Waste Handling services in a specified Franchise Area.
- V. FRANCHISE FEE. "Franchise Fee" means a defined portion of revenue from rates retained by City as compensation to City for the exclusive right assigned to Franchisee to provide Solid Waste Handling services within the Franchise area.
- W. FRANCHISEE. "Franchisee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.

X. GREEN WASTE. "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.

Y. GROSS RECEIPTS.

(1) "Gross Receipts" means all monies received by Franchisee for providing the Solid Waste Handling services specified in its Franchise Agreement **EXHIBIT D**.

(2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Franchisee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.

Z. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and Title 22 of California Code of Regulations, Section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).

AA. MANAGER. "Manager" means the City Manager of the City of Madera, or designee of City Manager.

BB. MATERIALS RECOVERY FACILITY. "Materials recovery facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.

CC. MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.

DD. ORGANIC MATERIAL. "Organic Material" means Green Waste and Food Waste which are specifically accepted at an organics processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

EE. PERSON. "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.

FF. PROCESSING. "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.

- GG. PROHIBITED CONTAINER CONTAMINANTS. "Prohibited Container Contaminants" means (i) items placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) items placed in the Green Container that are not identified as acceptable organic waste; (iii) items placed in the Gray Container that are acceptable to be placed in City's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.
- HH. RATES. "Rate" or "Rates" means rates charged by City of Madera or by Franchisee, as applicable, to Customers for Solid Waste Handling Services provided.
- II. RECYCLABLE MATERIALS. "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.
- JJ. RESIDUAL SOLID WASTE. "Residual Solid Waste" means the solid waste destined for disposal, transformation, further transfer/processing as defined in section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.
- KK. SB 1383. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- LL. SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9-F.
- MM. SOLID WASTE. Except as provided in sub-subsections (1), (2), (3) and (4), "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Green Waste.
- (1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.
- (2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).

- (3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.
- (4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on un-segregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.

NN. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.

OO. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility. The Solid Waste Facility Fee is \$24.60 per ton as of the effective date of this agreement.

PP. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.

QQ. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.

RR. TRANSFORMATION. "Transformation" as used in this Agreement shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

EXHIBIT D – FEES

| Customer Classes/Service Type | 8/1/2022 | 7/1/2023 | 7/1/2024 | 7/1/2025 | 7/1/2026 |
|------------------------------------|--------------------|----------|----------|----------|----------|
| | Residential | | | | |
| Three Standard Containers | \$28.72 | \$31.60 | \$34.76 | \$36.49 | \$38.32 |
| Add'l Grey | \$11.81 | \$12.99 | \$14.29 | \$15.01 | \$15.76 |
| Add'l Green | \$9.80 | \$10.78 | \$11.86 | \$12.45 | \$13.07 |
| Add'l Blue | \$8.32 | \$9.15 | \$10.07 | \$10.57 | \$11.10 |
| New Residence 3 Cart Start-up Fee | \$241.84 | \$266.02 | \$292.62 | \$307.25 | \$322.62 |
| Contamination Fee - 1st occurrence | \$12.00 | \$13.20 | \$14.52 | \$15.25 | \$16.01 |
| Contamination Fee - 2nd occurrence | \$24.00 | \$26.40 | \$29.04 | \$30.49 | \$32.02 |
| Commercial MSW | | | | | |
| <u>96 Gallon Grey</u> | | | | | |
| 1x per week | \$23.75 | \$26.13 | \$28.74 | \$30.17 | \$31.68 |
| 2x per week | \$45.00 | \$49.50 | \$54.45 | \$57.17 | \$60.03 |
| 3x per week | \$85.00 | \$93.50 | \$102.85 | \$107.99 | \$113.39 |
| <u>2 Cubic Yard</u> | | | | | |
| 1x per week | \$90.00 | \$99.00 | \$108.90 | \$114.35 | \$120.06 |
| 2x per week | \$168.75 | \$185.63 | \$204.19 | \$214.40 | \$225.12 |
| 3x per week | \$243.75 | \$268.13 | \$294.94 | \$309.68 | \$325.17 |
| 4x per week | \$300.00 | \$330.00 | \$363.00 | \$381.15 | \$400.21 |
| 5x per week | \$387.50 | \$426.25 | \$468.88 | \$492.32 | \$516.93 |
| <u>3 Cubic Yard</u> | | | | | |
| 1x per week | \$127.50 | \$140.25 | \$154.28 | \$161.99 | \$170.09 |
| 2x per week | \$240.00 | \$264.00 | \$290.40 | \$304.92 | \$320.17 |
| 3x per week | \$337.50 | \$371.25 | \$408.38 | \$428.79 | \$450.23 |
| 4x per week | \$405.00 | \$445.50 | \$490.05 | \$514.55 | \$540.28 |
| 5x per week | \$468.75 | \$515.63 | \$567.19 | \$595.55 | \$625.32 |
| <u>4 Cubic Yard</u> | | | | | |
| 1x per week | \$157.50 | \$173.25 | \$190.58 | \$200.10 | \$210.11 |
| 2x per week | \$273.75 | \$301.13 | \$331.24 | \$345.25 | \$359.06 |
| 3x per week | \$368.75 | \$405.63 | \$446.19 | \$465.07 | \$483.68 |
| 4x per week | \$481.25 | \$529.38 | \$582.31 | \$608.66 | \$633.00 |
| 5x per week | \$600.00 | \$660.00 | \$726.00 | \$762.30 | \$800.42 |

| | | | | | |
|--|----------|----------|----------|----------|----------|
| <u>6 Cubic Yard</u> | | | | | |
| 1x per week | \$195.00 | \$214.50 | \$235.95 | \$247.75 | \$260.13 |
| 2x per week | \$305.00 | \$335.50 | \$369.05 | \$385.87 | \$401.30 |
| 3x per week | \$417.50 | \$459.25 | \$505.18 | \$526.00 | \$547.04 |
| 4x per week | \$562.50 | \$618.75 | \$680.63 | \$714.66 | \$750.39 |
| 5x per week | \$700.00 | \$770.00 | \$847.00 | \$884.68 | \$920.06 |
| *Customer owned compactor rates are 200% of normal rate | | | | | |
| Commercial Recyclables Rates | | | | | |
| <u>96 Gallon Blue</u> | | | | | |
| 1x per week | \$11.25 | \$12.38 | \$13.61 | \$14.29 | \$15.01 |
| 2x per week | \$22.50 | \$24.75 | \$27.23 | \$28.59 | \$30.02 |
| 3x per week | \$33.75 | \$37.13 | \$40.84 | \$42.88 | \$45.02 |
| <u>2 Cubic Yard</u> | | | | | |
| 1x per week | \$52.50 | \$57.75 | \$63.53 | \$66.70 | \$70.04 |
| 2x per week | \$87.50 | \$96.25 | \$105.88 | \$111.17 | \$116.73 |
| 3x per week | \$127.50 | \$140.25 | \$154.28 | \$161.99 | \$170.09 |
| <u>3 Cubic Yard</u> | | | | | |
| 1x per week | \$67.50 | \$74.25 | \$81.68 | \$85.76 | \$90.05 |
| 2x per week | \$121.25 | \$133.38 | \$146.71 | \$154.05 | \$161.75 |
| 3x per week | \$190.00 | \$209.00 | \$229.90 | \$241.40 | \$253.46 |
| <u>4 Cubic Yard</u> | | | | | |
| 1x per week | \$83.75 | \$92.13 | \$101.34 | \$106.40 | \$111.72 |
| 2x per week | \$137.50 | \$151.25 | \$166.38 | \$174.69 | \$183.43 |
| 3x per week | \$211.25 | \$232.38 | \$255.61 | \$268.39 | \$281.81 |
| <u>6 Cubic Yard</u> | | | | | |
| 1x per week | \$103.00 | \$113.30 | \$124.63 | \$130.86 | \$137.40 |
| 2x per week | \$193.75 | \$213.13 | \$234.44 | \$246.16 | \$258.47 |
| 3x per week | \$262.50 | \$288.75 | \$317.63 | \$333.51 | \$350.18 |
| Commercial Organics Rates | | | | | |
| <u>96 Gallon Container</u> | | | | | |
| 1x per week | \$16.75 | \$18.43 | \$20.27 | \$21.13 | \$21.98 |
| 2x per week | \$32.25 | \$35.48 | \$39.02 | \$40.97 | \$43.02 |
| 3x per week | \$51.50 | \$56.65 | \$62.32 | \$65.43 | \$68.70 |
| 4x per week | \$68.25 | \$75.08 | \$82.58 | \$86.71 | \$91.05 |
| 5x per week | \$83.75 | \$92.13 | \$101.34 | \$106.40 | \$111.72 |
| <u>2 Cubic Yard Bin</u> | | | | | |
| 1x per week | \$69.63 | \$76.59 | \$84.25 | \$88.46 | \$92.88 |
| 2x per week | \$127.50 | \$140.25 | \$154.28 | \$161.99 | \$170.09 |

| | | | | | |
|--|----------|----------|----------|----------|----------|
| 3x per week | \$185.50 | \$204.05 | \$224.46 | \$235.68 | \$247.46 |
| 4x per week | \$243.38 | \$267.71 | \$294.48 | \$309.21 | \$324.67 |
| 5x per week | \$301.38 | \$331.51 | \$364.66 | \$382.90 | \$402.04 |
| Commercial Contamination Fees* | | | | | |
| 1st Occurrence - Per Container Cu Yard | \$12.00 | \$13.20 | \$14.52 | \$15.25 | \$16.01 |
| 2nd Occurrence - Per Container Cu Yard | \$20.00 | \$22.00 | \$24.20 | \$25.41 | \$26.68 |
| Overloaded Container - Per Container Cu Yard | \$12.00 | \$13.20 | \$14.52 | \$15.25 | \$16.01 |
| *Contamination applies to all three material types | | | | | |

| | | | | | |
|-----------------------|---------------------------------------|----------|----------|----------|----------|
| Roll Off | | | | | |
| Monthly Rent | \$219.17 | \$241.09 | \$265.20 | \$278.46 | \$292.38 |
| Pull Charges Per Load | \$262.50 | \$288.75 | \$317.63 | \$333.51 | \$350.18 |
| Tonnage Fees | <i>Based on landfill tipping fees</i> | | | | |

| | | | | | |
|--|---------|---------|---------|---------|---------|
| Miscellaneous** | | | | | |
| Lost Lock Fee | \$18.15 | \$19.97 | \$21.96 | \$23.06 | \$24.21 |
| New or Replacement Can | \$64.49 | \$70.94 | \$78.03 | \$81.93 | \$86.03 |
| Delivery Charge | \$12.10 | \$13.31 | \$14.64 | \$15.37 | \$16.14 |
| **Miscellaneous fees are contractor rates and do not include a franchise fee | | | | | |