REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: 1. Council Reorganization

SUBJECT:

Oath of Office Ceremony for Rohi Zacharia, District 1 City Council Seat

RECOMMENDATION:

Staff recommends that the City Council receive this report regarding the administration of the Oath of Office to Rohi Zacharia to fill the District 1 City Council seat

DISCUSSION:

At the January 15, 2025, City Council meeting, the Council unanimously appointed Rohi Zacharia to the vacant District 1 position. He will serve as if elected, with a term ending in December 2026.

The Oath of Office ceremony allows the public, City staff, and Councilmembers to witness and recognize Mr. Zacharia's appointment. Following the administration of the oath, he will officially assume his duties as a City Councilmember for District 1, take his seat at the dais, and be eligible to participate in all Council proceedings immediately.

FINANCIAL IMPACT:

Apart from the Councilmember's monthly stipend of $500 and optional health benefits, there is no significant fiscal impact. Alternatively, the appointee may elect a $450 in-lieu payment instead of health benefits. Financial impacts have been considered and are included in this fiscal year's adopted budget.

ALTERNATIVES:

None.

ATTACHMENTS:

None.

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, February 5, 2025
6:00 p.m.

Council Chambers
City Hall

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 896 5626 8464 #. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

"Wordly" can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: https://attend.wordly.ai/join/FTZJ-3396

"Wordly" puede traducir a más de 25 idiomas diferentes. Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace: https://attend.wordly.ai/join/FTZJ-3396

CALL TO ORDER:

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

INVOCATION: Rev. Joseph Alicea, Awaken Church of God

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

COUNCIL REORGANIZATION:

1. Oath of Office Ceremony for Rohi Zacharia, District 1 City Council Seat

Recommendation: Staff recommends that the City Council receive this report regarding the administration of the Oath of Office to Rohi Zacharia to fill the District 1 City Council seat (Report by Alicia Gonzales)

PRESENTATIONS: None

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

A. PUBLIC HEARINGS:

A-1 Public Hearing to Amend the Community Development Block Grant (CDBG) 2019-2024 Consolidated Plan

Recommendation: Adopt a Minute Order initiating the amendment process which proposes to approve the amendment of the 2019-2024 Consolidated Plan to include HOME Investment Partnerships Program (HOME) funds in the amount of $372,064.92 and the City's portion in the amount of $127,935.08 for a total of $500,000 (Report by Michael Lima)

B. CONSENT CALENDAR:

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

B-1 Minutes – January 15, 2025

Recommendation: Approve the City Council Minutes of January 15, 2025 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for January 4, 2025 to January 24, 2025 (Report by Michael Lima)

B-3 Appointment to the Americans with Disabilities Act (ADA) Advisory Council

Recommendation: Adopt a Resolution Approving the Appointment of Jack Porter to the ADA Advisory Council (Report by Wendy Silva)

B-4 Appointment to the Civil Service Commission

Recommendation: Adopt a Resolution Approving the Appointment of Dennis Smith the Civil Service Commission (Report by Wendy Silva)

B-5 Appointment to the Planning Commission

Recommendation: Adopt a Resolution Approving the Appointment of Timothy Riche to the Planning Commission (Report by Will Tackett)

B-6 Appointment to the Community Development Block Grant Commission

Recommendation: Adopt a Resolution Approving the Appointment of Candy Talley to the Block Grant Commission (Report by Michael Lima)

B-7 Appointment to Airport Advisory Commission

Recommendation: Adopt a Resolution Approving the Appointment of Jerry Holiday to the Airport Advisory Commission (Report by Arnoldo Rodriguez)

B-8 Amendments to the City of Madera Classification Plan

Recommendation: Adopt a Resolution Amending the City of Madera Classification Plan to re-title the Neighborhood Preservation class series to Code Enforcement and approve a revised salary schedule reflecting the job title changes (Report by Wendy Silva)

B-9 Proclamation Recognizing National Pesticide Safety Education Month

Recommendation: Adopt a Minute Order approving a Proclamation Recognizing National Pesticide Safety Education Month (Report by Alicia Gonzales)

B-10 Amendment No. 2 to the Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands Agreement with Elite Maintenance & Tree Service, Inc. (EMTS)

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands Agreement with EMTS extending their service agreement for 90 days (Report by Joseph Hebert)

B-11 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2024-01, a proposed amendment to Section 6-5.40 (Operating requirements for store front/retail facilities) of Chapter 5 (Cannabis Businesses) of Title VI of the City Municipal Code (CMC) to allow for curbside delivery at licensed cannabis business store front/retail facilities

Recommendation: Staff recommends the City Council conduct a public hearing and take action as follows:

Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations by title only (Report by Will Tackett)

B-12 Second Reading and Adoption of an Ordinance to Prezone (REZ 2024-02) ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022) to facilitate annexation to the City of Madera

Recommendation: The City of Madera Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take action as follows:

Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera approving REZ 2024-02 and amending the official City of Madera Zoning Map to prezone ±6.93 acres of land to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district and ±12.97 acres of land to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district to facilitate annexation to the City of Madera (ANX 2024-01) by title only (Report by Will Tackett)

B-13 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2024-02, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

Recommendation: The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:

Waive Full Reading and Adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing by title only (Report by Will Tackett)

B-14 Agreement with the Madera County Animal Shelter

Recommendation: Adopt a Resolution Authorizing and Approving an Amendment to the Fiscal Year 2024/2025 Budget appropriating $150,000 from the General Fund balance to address a missed payment obligation under the agreement with Madera County for animal control services (Report by Giachino Chiaramonte)

B-15 Councilmember Appointments made by the Mayor to Collaborative Agencies

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

B-16 Acceptance of 2023 Water Meter Installation Project, City Project W-31

Recommendation: Adopt a Minute Order Approving:

1. Acceptance of the 2023 Water Meter Installation Project, City Project W-31
2. The Recording of the Notice of Completion
3. The release of retention 35 days after the recording of the Notice of Completion (Report by Keith Helmuth)

B-17 Construction Agreement for Repair and Replacement of Arson-Damaged Equipment at Thaddeus Sran Playground at Centennial Park

Recommendation: Adopt a Resolution approving the Construction Agreement with Dave Bang Associates, Inc of California, (Dave Bang) for the procurement of replacement of parts, demolition, and installation of playground equipment in the amount of $202,600.25, and rescinding Resolution No. 24-175 approved on October 30, 2024 (Report by Joseph Hebert)

B-18 Piggyback Purchase Agreement Change Order for Fleet Division-related Purchases and Accompanying Budget Amendment

Recommendation: Adopt a Resolution Approving the State of California piggyback agreement change order in the amount of $4,535.66 with Downtown Ford of Sacramento for the purchase of three utility trucks and an accompanying budget amendment increasing appropriations in the Fleet Acquisition Fund (Report by Michael Lima)

B-19 Black Saints United Fee Waiver Request for the Black History Month Celebration Event

Recommendation: Adopt a Resolution Waiving the Rental Fees of the Pan American Community Center on February 16, 2025, related to a Black History Month Celebration hosted by the Black Saints United, at an anticipated fee rental of $935 (Report by Joseph Hebert)

B-20 Appointment to the Transit Advisory Board

Recommendation: Adopt a Resolution Approving the Appointment of Andrew Albonico to the Transit Advisory Board (Report by Michael Lima)

B-21 Appointment to the Community Development Block Grant Commission

Recommendation: Adopt a Resolution appointing Cesar Villegas to the Block Grant Commission (BGC) (Report by Michael Lima)

C. <u>WORKSHOP</u>:

C-1 Ensuring the City of Madera as a Refuge and Welcoming City for All

Recommendation: This report is submitted for informational purposes. Staff will receive comments and direction as may be offered from the City Council (Council) (Report by Arnoldo Rodriguez)

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

D-1 Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

Recommendation: Adopt a Resolution Approving the Contract Award for Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 Affordable Housing and Sustainable Communities Program (AHSC), Agreement No. 19-AHSC-12761 in the amount of $2,056,522.00 to Witbro Inc dba Seal Rite Paving & Grading (Report by Keith Helmuth)

D-2 Clinton Street Sewer and Water Main Project, City Project R-97

Recommendation:
1. Adopt a Resolution Approving the Contract Award for the Clinton Street Sewer and Water Main Project, City Project R-97, CDBG Block Grant B23MC060053 in the amount of $767,246.75 to United Pavement Maintenance Inc.; and
2. Adopt a Resolution Approving a Budget Amendment to the Fiscal Year 2024/25 Capital Projects Budget to appropriate additional CDBG funds to the Project (Report by Keith Helmuth)

D-3 Construction Agreement for Frank Bergon Senior Center Fencing

Recommendation:
1. Adopt a Resolution Approving a Construction Agreement with Juarez Brothers General Engineering Inc, for Project "IFB 202324-31 Frank Bergon Senior Center Fencing, CBDGB22MC060053" for $137,622.76; and
2. Adopt a Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for $65,172 (Report by Joseph Hebert)

E. ADMINISTRATIVE REPORTS:

E-1 Madera County Economic Development Commission (EDC) 2025/26 Basic Service Level Budget

Recommendation: Adopt a Minute Order Approving the City's contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year (FY) 2025/26 in the amount of $194,614.51 (Report by Kristina Gallagher, EDC Executive Director)

E-2 Parks & Community Services Department Fiscal Year 2024/25 Quarter 2 Recap

Recommendation: This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 2 Recap (Report by Joseph Hebert)

E-3 Select Recipient for the Proclamation in the Month of February

Recommendation: Request for Council's Selection of a Recipient for the Proclamation Recognizing Black History Month (Report by Alicia Gonzales)

E-4 Informational Report on Solar Project Credit Payment of $1,966,669.83

Recommendation: This report is informational only (Report by Michael Lima)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

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

Agency Designated Representatives: Arnoldo Rodriguez and Wendy Silva

Employee Organizations: Madera Affiliated City Employees' Association, Madera Police Officers' Association, Mid Management Employee Group, and Law Enforcement Mid Management Employee Group

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

Agency Designated Representative: Arnoldo Rodriguez

Unrepresented Positions: Police Chief, Director of Parks & Community Services, City Engineer, Director of Human Resources, Director of Information Technology, Chief Building Official, Planning Manager, Director of Financial Services, Public Works Operations Director, and Director of Community Development

UPCOMING MEETING DATES:

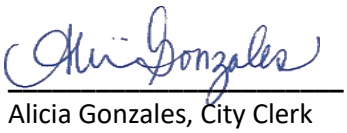
- Wednesday, February 19, 2025
- Wednesday, March 5, 2025

ADJOURNMENT:

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

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4th Street, Madera, CA 93637 and on the City website at www.madera.gov
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for February 5, 2025, near the front entrances of City Hall and on the City's website www.madera.gov at 3:45 p.m. on January 31, 2025.



Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:
Michael Lima

Michael Lima, Director of Financial Services

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: A-1

SUBJECT:

Public hearing to amend the Community Development Block Grant (CDBG) 2019-2024 Consolidated Plan

RECOMMENDATION:

Adopt a Minute Order initiating the amendment process which proposes to approve the amendment of the 2019-2024 Consolidated Plan to include HOME Investment Partnerships Program (HOME) funds in the amount of $372,064.92 and the City's portion in the amount of $127,935.08 for a total of $500,000.

SUMMARY:

On June 13, 2024, the City received notice from the U.S. Department of Housing and Urban Development (HUD) indicating that the City may qualify as a participating jurisdiction for the HOME program. On August 7, 2024, City Council (Council) adopted Resolution No. 24-117 to amend the 2023/24 City Budget to include HOME funds in the amount of $372,064.92 and a one-time City match of $127,935.08 from the General Fund. The funds must be incorporated into the City's Consolidated Plan and appropriate Action Plan to enter into a HOME Agreement with HUD.

A CDBG recipient agency must follow the requirements of the Citizen Participation plan (CPP). The CPP guidelines to amend a Consolidated Plan include issuing a public notice, holding a public hearing about the proposed change, and providing the public 15- days to review and comment on the proposed change.

DISCUSSION:

The City is a recipient of CDBG funding and is required to submit a five-year Consolidated Plan to HUD. The Consolidated Plan allocates federal resources and establishes funding priorities and objectives. The Consolidated Plan serves as a comprehensive planning document for the City to

identify the overall needs for affordable and supportive housing, community and economic development, and outlines a strategy to address these needs.

The HOME program provides formula grants to states and localities that communities use to fund a wide range of activities including building, buying and/or rehabilitating affordable housing or rent or homeownership or providing direct rental assistance to low-income people.

These grant funds provide the financial tools to support low-to moderate income individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure and economic hardships. Eligible activities include:

- New construction of owner-occupied housing
- New construction of rental housing
- Homeownership assistance to homebuyers
- Rehabilitation of owner-occupied housing
- Rehabilitation of rental housing
- Tenant-Based rental assistance

Up to now, the City has been receiving HOME funds via the State of California. In June 2024, City staff was notified by HUD staff that the City was now eligible to receive HOME funds. The difference between state HOME funds and federal HOME funds is the latter are allocated directly to a participating jurisdiction (PJ) from HUD. Once a PJ commits to receiving HOME monies, the PJ can expect to receive an annual allotment of these monies.

As a condition of receiving these monies, the City committed to make a one-time match payment equal to roughly one-third of the awarded amount. In the City's case, a $127,935.08 match payment is needed to access the $371,064.92 of HOME monies. Council approved a budget amendment on August 7, 2024 authorizing the match payment from the General Fund. That authorization was reaffirmed in the Fiscal Year 2025/25 adopted Budget.

Staff is proposing to amend the 2019-2024 Consolidated Plan to include HOME funding (including the City's match portion). Staff is in the process of developing the 2025-2029 CDBG Consolidated Plan. This process includes a local needs assessment that considers stakeholder and community feedback. The outcome of this assessment will serve to determine the City's goals and funding priorities for the next five years for both CDBG and HOME funds. Therefore, the City's 2025/26 Annual Action Plan will define the projects funded with HOME funds.

Staff is recommending Council approval to initiate the 15-day public review and hearing process to comply with the citizen participation process for the amendment of the 2019-2024 Consolidated Plan to allocate $372,064.92 of HOME funds and City contribution of $127,935.08 toward HOME Program project development.

FINANCIAL IMPACT:

The City included in its Fiscal Year 2024/25 Adopted Budget a one-time match of $127,935.08 paid from the General Fund. Future HOME allocations will not require a match. Administration of planning and developing the City's HOME program will be paid for by HOME funds.

ALTERNATIVES:

As an alternative, Council may:

1. Request additional information prior to approving the initiation of the citizen participation process.
2. Deny the request.

ATTACHMENTS:

1. Attachment A: 2019-2024 Consolidated Plan – Strategic Plan Section

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section contains the Strategic Plan for housing and community development that will guide the City of Madera's investment of Community Development Block Grant (CDBG) funding during the 2020-2024 planning period. The City of Madera's priority needs were identified through an extensive public input process. The City will use its available CDBG resources to fund activities that will achieve the goals identified in the plan and address the priority needs.

The Consolidated Plan embodies and reflects five overall goals, which relate to the major commitments and priorities of HUD. These goals serve as the basis for the actions the City will use to meet these needs. The goals are listed below in no particular order:

- Low- to moderate-income citizens will have access to safe, decent, and affordable housing
- Improve the quality and access to programs and facilities for health and safety, transportation, and recreation services
- Enhance the economic well-being of all citizens through education and training, employment opportunities, and business development
- Enhance the quality and use of the physical infrastructure of Madera
- Prevent and reduce homelessness

The City anticipates funding activities using a variety of sources, including CDBG, HOME, the General Fund, and grants received by the City. The City will work with local and regional nonprofits, as well as affordable housing developers, to implement many of the activities. The City will also undertake public improvements using internal staff and contractors.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	**Area Name:**	City of Madera City Limits
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	City of Madera, California City Limits
	Include specific housing and commercial characteristics of this target area.	City of Madera, California City Limits
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	City of Madera, California City Limits
	Identify the needs in this target area.	The City of Madera does not intend to target funds on a geographic basis, but rather on the basis of need over the planning period. In consultation with City staff, service providers, and community groups, no particular areas were identified as needing a high level of investment.
	What are the opportunities for improvement in this target area?	The City of Madera does not intend to target funds on a geographic basis, but rather on the basis of need over the planning period. In consultation with City staff, service providers, and community groups, no particular areas were identified as needing a high level of investment.
	Are there barriers to improvement in this target area?	The City of Madera does not intend to target funds on a geographic basis, but rather on the basis of need over the planning period. In consultation with City staff, service providers, and community groups, no particular areas were identified as needing a high level of investment.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Madera does not intend to target funds on a geographic basis, but rather on the basis of need over the planning period. In consultation with City staff, service providers, and community groups, no particular areas were identified as needing a high level of investment.

Certain types of projects, including affordable housing and accessibility improvements, were consistently ranked as a high priority. Given the difficulties that already exist in implementing these types of projects, it does not make sense to further limit them to a certain area within the City. Most of the services available in the City are open to all residents.

Geographic Area

The City is not proposing any geographic area targeting. The Geographic Priority Areas table is therefore not included. However, the City uses CDBG funds within eligible CDBG census tracts and has submitted a request for a technical assistance grant to identify and establish a geographic area of operation to qualify as a Community Based Development Organization (CBDO). This would allow the City to establish new programs, and would likely result in the City proposing geographic targeting in subsequent consolidated plans and/or annual plans.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Housing Needs
	Priority Level	High
	Population	Low Moderate Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	City of Madera City Limits
	Associated Goals	Access to Affordable Housing Prevent and Reduce Homelessness Administration

	Description	Goal: Low- to moderate-income citizens will have access to safe, decent and affordable housing Increase the supply of rental units for those with extremely low-income and very low-income Increase the supply of housing (e.g. apartments and lower cost homes) for people on a fixed income or otherwise at-risk of being "priced out" of the area Increase public awareness and education of landlords on public housing programs to help reduce the stigma of public housing and to increase the available units available to public housing program recipients Support discussions around incentives for developers to build more affordable houses through potential new programs, such as empowerment or opportunity zones Support expansion of emergency and transitional housing capacity for individuals who are experiencing homelessness, mental health and/or substance use issue, and young people transitioning out of foster care Support affordable specialized housing for sub-populations, such as but not limited to, veterans, migrant workers, young people transitioning out of foster care Support programs that help homeowners and individuals with disabilities modify their homes or apartments for accessibility Expand the education and enforcement of safety and building codes Support the development of a Citywide rental inventory program with annual rental inspections to ensure units are safe and meet codes Support rental, mortgage, and utility assistance programs for those affected by COVID-related issues
	Basis for Relative Priority	Focus Group Meetings, Community Survey, Stakeholder Interviews and the Housing Market Analysis identified this as a priority need
2	**Priority Need Name**	Community Services
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly

	Geographic Areas Affected	City of Madera City Limits
	Associated Goals	Improve Access to Services Enhance Economic Well-Being Enhance Quality of Infrastructure Administration
	Description	Goal: Improve the quality of and access to programs and facilities for health and safety, transportation, and recreation services Increase awareness about available services in the community Increase access to quality youth centers and programs in the community, such as but not limited to, sports fields, public tennis courts, swimming pools, and other programs Support the expansion of alternatives to traditional sports, such as esports, arts, and music Support the expansion of food distribution for home-bound seniors and other food distribution programs Support the expansion of the public transportation system
	Basis for Relative Priority	Focus Group Meetings, Community Survey, Stakeholder Interviews and the Housing Market Analysis identified this as a priority need
3	**Priority Need Name**	Economic Development
	Priority Level	High
	Population	Low Moderate Middle Families with Children Other
	Geographic Areas Affected	City of Madera City Limits
	Associated Goals	Enhance Economic Well-Being Enhance Quality of Infrastructure Administration

	Description	Goal: Enhance the economic well-being of all citizens through education and training, employment opportunities, and business development Provide small business grants to businesses affected by COVID-19 Support the development of job skills training for youth, workforce development, and job creation Support financial literacy programs, including homebuyer counseling
	Basis for Relative Priority	Focus Group Meetings, Stakeholder Interviews, and the Community Survey identified this as a priority need
4	**Priority Need Name**	Public Improvements and Public Infrastructure
	Priority Level	High
	Population	Low Moderate Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	City of Madera City Limits
	Associated Goals	Improve Access to Services Enhance Economic Well-Being Enhance Quality of Infrastructure Administration
	Description	Goal: Enhance the quality and use of the physical infrastructure of Madera Develop Safe Routes to schools by continuing to improve the public infrastructure through measures such as, but not limited to, building ADA compliant sidewalks and streetlights Support incentive programs for developers and investors for new development in the City
	Basis for Relative Priority	Focus Group Meetings, stakeholder interviews, and the community survey identified this as a priority need
5	**Priority Need Name**	Homeless Needs and Services
	Priority Level	High

	Population	Extremely Low Low Moderate Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	City of Madera City Limits
	Associated Goals	Prevent and Reduce Homelessness Administration
	Description	**Goal: Prevent and reduce homelessness** Support programs that provide additional access to food, clothing, healthcare including behavioral health, showers, toilets, childcare support/day care and job training Support programs and services that provide outreach to the homeless population about available services Support the expansion of beds for domestic violence shelters Provide vouchers and assistance for those transitioning from shelters to more permanent housing Support and enhance referral service programs
	Basis for Relative Priority	Community Needs Survey, focus groups, and stakeholder interviews identified this as a priority need

Narrative (Optional)

After broad community and stakeholder outreach, the City identified the following priority needs, all of which are high priority. Projects will only be considered for funding within the Consolidated Plan period if they address these high priority needs.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Of the 15,807 housing units with three or more bedrooms, 50.1% percent are owner-occupied, though rental units outweigh owner units by over 1,000. Given the high rate of overcrowding among renters, this indicates a potential mismatch between the City's housing inventory and the housing needed by renter households who want to locate units that meet the occupancy standards established under the Tenant Based Rental Assistance program.
TBRA for Non-Homeless Special Needs	Madera's advisory committee on issues related to the disabled community (the "Madera ADA Advisory Council") has indicated that there are too few residential units available to accommodate the physically disabled. The Committee has indicated that expanding use of universal design features in housing construction will help facilitate the housing needs of the disabled.
New Unit Production	According to the State of California Department of Finance Population and Housing Estimates, there was an increase in housing units from 2014 to 2019. More specifically, single detached housing units increased in number by 17%, from 12,413 to 14,558. In other words, the market has increased the supply of housing (particularly the supply of multifamily housing). The City will continue to provide incentives to developers and property owners for the construction of affordable housing including density bonuses for units for lower-income, senior and large-family households.
Rehabilitation	For owner-occupied households, 32% have substandard housing conditions. However, for renter-occupied units, the comparable figure is almost 70 percent (65.6%). Since It is sometimes difficult to persuade rental property owners to accept the affordability restrictions required by CDBG loans and other financing sources, this makes rehabilitation of rental housing more difficult. In addition, Madera faces the problem of over-crowded, substandard housing occupied by agricultural workers, some of whom are undocumented. These circumstances present serious health and safety problems and substandard housing conditions, such as electrical hazards and inadequate toilet, shower, heating, and kitchen facilities.
Acquisition, including preservation	The low availability of multifamily rental housing to acquire is a primary factor in Madera. Construction costs for rehabilitation and the availability of private and/or tax credit financing is also a factor.

Table 49 – Influence of Market Conditions

Housing Needs Assessment Demographics

The demographic data avove shows the change in population, households, and median household income in Madera from 2010 to 2019. From 2010 to 2019, the population increased by 8.5 percent, from 59,006 to 64,058. Over the same time period, the number of households increased by 11 percent from 15,857 households in 2010 to 17,606 households in 2019. From 2010 to 2019, the median household income in the City decreased slightly from $40,889 to $40,731, a 0.3 percent decrease.

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City anticipates continuing to receive CDBG funding throughout the Consolidated Plan period. The City also expects to apply for and receive HOME grants from the California Department of Housing and Community Development.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	911,586	0	0	911,586	0	The City is a CDBG entitlement jurisdiction.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Admin and Planning Housing	905,023	0	0	905,023	0	HOME. DAP and OOR funding through HCD in the amount of $532,959. In June 2024, the City was notified of its eligibility to become a HOME PJ. The City's federal HOME allocation is $372,064.92. The City will review all eligible uses for HOME funds that include new construction of owner-occupied and rental housing, rehabilitation of owner-occupied and rental housing, tenant based rental assistance, and homeownership assistance. Upon executing the HOME agreement, program planning will commence.
Other	public - federal	Housing	0	0	0	0	72,504	RLF. The City is a CDBG entitlement jurisdiction. Note: This is an estimate of the Revolving Loan Fund (RLF) earnings for 2020/2021. It is not an amount we program for 2020/2021. It is not a prior year CDBG resource. These funds contribute to the amount of funding on hand to use before CDBG funds are drawn. We have no way of knowing what the RLF will earn

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - state	Housing	422,319	0	0	422,319	0	PLHA. A state grant to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of local communities.
Other	public - state	Housing Public Improvements	11,074,460	0	0	11,074,460	0	AHSC.This is a competitive grant. 48-unit community of affordable housing options for veterans, seniors, and families. Also, for designated sidewalk improvements in City.
Other	public - local	Admin and Planning Housing	127,935	0	0	127,935	0	As a condition of receiving HOME funds from HUD , the City committed to a one-time match payment in the amount of $127,935.08.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement. However, in evaluating the proposals for CDBG funding each year, the City uses the availability of matching funds as a factor in determining recommended allocations.

In June of 2024 City staff was notified by HUD staff that the City was now eligible to receive HOME funds. The HOME program provides formula grants to states and localities that communities use to fund a wide range of activities including building, buying and/or rehabilitation affordable

housing for rent or homeownership or providing direct rental assistance to low -income people. On August 7, 2024, the City Council (Council) adopted Resolution No. 24-117 to amend the 2023/24 City Budget to include HOME funds in the amount of $372,064.92 and a one-time City match of $127,935.08 that came from the General fund.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property within the City has been identified and that would be used to address identified needs. However, the City could use some CDBG funding to acquire such land over the course of the planning period. Furthermore, the City may consider the use of surplus land for the development of affordable housing units.

Discussion

The City attempts to maximize the use of all of its available funding sources by encouraging projects that access private financing (grants, loans, and donations) or other Federal or State funding resources, including tax credits. The City actively pursues available grants for housing and community development programs.

HOME funds provide the financial tools to support low-to moderate income individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure and economic hardships. Eligible activities include:

- New construction of owner-occupied housing
- Rehabilitation of owner-occupied housing
- Homeownership assistance to homebuyers
- New construction of rental housing
- Rehabilitation of rental housing
- Tenant Based rental assistance

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Madera Grants Administration Department	Government	public services	Other

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The role of the City of Madera Grants Administration Department is to serve as the Lead Agency by providing oversight of the implementation, contracting, and monitoring of the CDBG program. The City of Madera Grants Administration Department also provides Fair Housing administration.

The working relationship between the City and the organizations described elsewhere in the Consolidated Plan are strong. The size of the City provides the opportunity for direct and fast communication between its partners. As a result of these factors, gaps in program services or program delivery are typically not a result of poor institutional structure or lack of intergovernmental cooperation, but rather due to shortcomings in available resources.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X	X	

Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X		
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City of Madera participates in the Fresno Madera Continuum of Care (FMCoC). The Fresno and Madera Continuum of Care is a consortium of community organizations, private and public, not-for-profit and for-profit entities committed to ending homelessness in Fresno and Madera. The FMCoC's strategy revolves around the belief that the most effective solution to homelessness is to address immediate crisis basic needs before homelessness occurs, rapidly re-house the homeless through affordable local housing, and ensuring necessary supports are in place to promote sustainability and stability.

The Fresno and Madera Continuum of Care is overseen by a Governing Board, which coordinates and facilitates the planning process and oversees the distribution of funding. The Governing Board is comprised of both elected and appointed members representing the range of organizations and groups needed to end homelessness, including homeless service providers, consumers and advocates, City, County and state agencies, and business and foundation leaders.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Included within this Continuum of Care are schools, faith organizations, local businesses and employers, civic organizations, and concerned individuals, as well as public and private providers and service-funders that help address the needs of people who are homeless. Shelter providers, mental health organizations, substance abuse treatment programs, domestic violence counseling centers, employment assistance groups, housing developers, and state and City government offices all play key roles in the organization. Through outreach and consultation, the following general housing needs were identified for the homeless and formerly homeless:

• Additional capacity of temporary shelters.

- Transitional support housing for individuals who are experiencing homelessness, mental health and/or substance use issues.
- Housing for homeless young people and young people transitioning out of foster care.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Madera hopes to address these needs by first identifying appropriate programs and services to provide in the City, then providing local services, facilities, and programs over time to assist target-income residents. The City will work closely with its nonprofit partners to determine whether there are any funding resources or collaborative relationships (e.g. shared space) that would facilitate greater local service provision.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Access to Affordable Housing	2020	2024	Affordable Housing	City of Madera City Limits	Housing Needs	CDBG: $215,000 RLF: $72,504	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Other: 20 Other
2	Improve Access to Services	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Madera City Limits	Community Services Public Improvements and Public Infrastructure	CDBG: $96,759	Other: 840 Other
3	Enhance Economic Well-Being	2020	2024	Non-Housing Community Development	City of Madera City Limits	Community Services Economic Development Public Improvements and Public Infrastructure	CDBG: $10,000	Public service activities for Low/Moderate Income Housing Benefit: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Enhance Quality of Infrastructure	2020	2024	Non-Housing Community Development	City of Madera City Limits	Community Services Economic Development Public Improvements and Public Infrastructure	CDBG: $377,621	Other: 1500 Other
5	Prevent and Reduce Homelessness	2020	2024	Homeless	City of Madera City Limits	Housing Needs Homeless Needs and Services	CDBG: $30,000	Homelessness Prevention: 300 Persons Assisted
6	Administration	2020	2024	Administration	City of Madera City Limits	Housing Needs Community Services Economic Development Public Improvements and Public Infrastructure Homeless Needs and Services	CDBG: $182,206	Public service activities for Low/Moderate Income Housing Benefit: 20000 Households Assisted

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Access to Affordable Housing
	Goal Description	Increased supply of affordable housing. 1. Rentals for those with extremely low-income and very low-income. This would also include rental assistance programs. 2. Increased supply of housing (e.g., apartments and lower-cost homes) for people on a fixed income or otherwise at-risk of being "priced out" of the area – specifically, low-income seniors, people living with disabilities, and others on a fixed income. 3. Increased supply of apartments suitable for people living with disabilities. 4. Additional specialized housing (e.g., seasonal or congregate-style units) for agricultural workers. 5. Additional, centralized sources of housing information for low income residents – especially in select areas in Madera. 6. Additional resources to improve the quality of existing apartments and houses such as energy efficient improvements. 7. Additional shelters and support services for abused, abandoned, or neglected children; this would also include greater access to information about existing services. 8. Urgent resources for individuals and families impacted by the COVID-19 pandemic including information and support services (e.g., food, clothing, sanitation, and job support services) for those at-risk of becoming homeless, easily accessible information regarding foreclosure and eviction laws and rights, increased supply of temporary shelters (as noted above). Funding will come from CDBG.
2	**Goal Name**	Improve Access to Services
	Goal Description	1. Expanded job training and employment opportunity programs. Program to assist with job-skills development and job placement. This may increase in priority as the current COVID-19 pandemic continues to impact communities and the related economic need. 2. Additional services to address community health needs, e.g., mental health, substance misuse / abuse; intimate partner violence; services for abused, abandoned, or neglected children; and people living with HIV/AIDS. 3. Expanded Meals-on-Wheels for home-bound seniors. Funding will come from CDBG.

3	**Goal Name**	Enhance Economic Well-Being
	Goal Description	1. Improved infrastructure such as street maintenance; additional, accessible sidewalks; and, improved maintenance of existing sidewalks. 2. Additional incentives to incentivize new development such as (but not limited to) reduce regulatory and permitting fees, increased zoning and building requirement flexibility. 3. Enhanced public transportation – including better access for seniors, youth, and people living with disabilities. Funding will come from CDBG.
4	**Goal Name**	Enhance Quality of Infrastructure
	Goal Description	1. Additional health and wellness activities for youth such as Teen Activity programs, new / renovated Teen Centers, and other community-led activities. 2. Increased downtown revitalization. 3. Increased / improved services for people experiencing homelessness including but not limited to food, clothing, healthcare including behavioral healthcare, showers, toilets, and child support/day care. 4. Improved infrastructure such as street maintenance; additional, accessible sidewalks; and, improved maintenance of existing sidewalks. 5. Additional incentives to incentivize new development such as (but not limited to) reduce regulatory and permitting fees, increased zoning and building requirement flexibility. 6. Enhanced public transportation – including better access for seniors, youth, and people living with disabilities. Funding will come from CDBG.
5	**Goal Name**	Prevent and Reduce Homelessness
	Goal Description	1. Additional capacity of temporary shelters. 2. Transitional support housing for individuals who are experiencing homelessness, mental health and/or substance use issues. 3. Housing for homeless young people and young people transitioning out of foster care. Funding will come from CDBG

6	**Goal Name**	Administration
	Goal Description	Provide Administrative Services to Achieve Madera 2020-2024 Consolidated Plan Goals

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Madera uses CDBG funds primarily for public services, economic development, and capital projects/public improvements. The City funds housing activities with Department of Housing and Community Development HOME and CalHome grants.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of Madera (HACM) Section 504 Voluntary Compliance Agreement does not require an increase in the number of accessible units.

Activities to Increase Resident Involvements

HACM encourages residents to participate by holding resident meetings and question and answer workshops. HACM sends out informational flyers in both English and Spanish to inform residents of any updates and encourage feedback and comments regarding any changes.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

HACM is not identified as "troubled."

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The provision of affordable housing can be constrained by a number of factors, including public policies on housing and residential investment. Potential barriers to affordable housing include:

- Land use controls. Zoning designations affect the availability of land for multifamily development.
- Residential development standards. Parking regulations, height limits, and open space requirements may constrain the density of a housing development but are essential for ensuring Madera remains a safe and attractive community.
- Off-site Improvements. Off-site improvements can be a major cost of development, but are essential to orderly development, the provision of services, and the health and safety of residents. Permit and approval process. In addition to the cost of fees on new projects, the amount of time required to process them varies by project, and the developer generally must pay holding costs, such as property taxes, during this time.
- Credit Score Restrictions. This report was completed amidst the COVID-19 pandemic, where many lenders have increased credit score minimums.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City is committed to removing or reducing barriers to affordable housing whenever possible. The City's Housing Element contains a variety of actions to address these barriers, including:

- Providing incentives for the development of affordable housing, such as density bonus, priority processing, expedited review, and modification of development requirements, such as parking standards for special needs housing.
- Providing fee waivers and adjustments for infill projects.
- Supporting funding applications and pursuing grant funding for affordable housing.

Barriers to Affordable Housing Continued

- *Construction costs.* Construction costs can be a major barrier, especially when prevailing wage law is triggered.
- *Availability of financing.* Securing financing for affordable housing is more difficult than market rate housing.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

One of the City's goals relates to expanding homeless housing and services. To that end, the City expects to work with nonprofits that provide counseling and outreach to homeless persons or those at risk of homelessness. The City will continue to participate in the Fresno Madera Continuum of Care and the Madera County Homeless Coalition to coordinate regionally on homeless issues

Addressing the emergency and transitional housing needs of homeless persons

The City will address emergency shelter and transitional housing needs of the homeless population by:

1. Continuing to support the FMCoC's efforts to implement its 10-Year Plan to End Homelessness and local agencies that provide emergency and transitional housing.
2. Continuing to support the Community Action Partnership of Madera County's (CAPMC) Shunammite Place women's permanent supportive housing program.
3. Continuing to support the CAPMC's leadership of the Madera County Homeless Coalition.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City's strategic plan goals contribute to helping homeless persons make the transition to permanent housing and independent living by supporting facilities operated by agencies that serve these populations and by expanding affordable housing options to these populations. Specifically, the City will:

1. Continue to incorporate and support the programs provided by Madera County Behavioral Health Department.
2. Work with and support CAPMC.
3. Work with and support the homeless providers of Madera County Office of Education and Madera Unified School District.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City will help low-income individuals and families avoid becoming homeless by expanding affordable housing opportunities in the city. The City will also consider providing funding for service providers that serve these populations and assist residents in becoming self-sufficient. The City will continue to encourage participation in the Madera County Homeless Coalition and collaborate with:

- the Central California Women's Facility
- the Madera County Sherriff's Department
- the City of Madera Police Department
- the Madera County Department of Social Services
- the Madera County Workforce Investment Corporation
- the Madera Rescue Mission
- the Housing Authority of the City of Madera
- First 5 Madera
- Madera Unified School District
- Madera County Office of Education
- Madera County Behavioral Health
- Madera County Department of Social Services
- Madera Community Hospital
- Camarena Health Centers

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

This section outlines programs the City will pursue over the next five years to evaluate and reduce lead-based paint hazards. According to the Needs Assessment almost half of all renter-occupied units were built before 1980. Since older units are more at-risk of lead-based paint, programs that help renter-occupied housing are critical.

The City will continue to enforce building, electrical, mechanical and fire codes to assure safe housing. The City shall continue to explore new sources of revenue to make its code enforcement programs self-sufficient, and work toward reinitiating the Neighborhood Improvement Program and developing new programs. However, with the loss of Redevelopment funds, it depends on the State to administer funding for the Neighborhood Improvement Program. Information programs will be developed, and technical assistance will be provided to educate families to identify lead-based paint and to reduce the incidence of accidental ingestion of leaded paint by infants and children.

In addition, the City will continue to seek and use available funds for weatherization and energy conservation work in homes and provide for inspection and reduction of lead-based paint hazards as priority in housing rehabilitation programs.

Finally, the City will continue to incorporate energy measures and lead-based paint removal into Housing Rehabilitation work, especially insulation and weather stripping.

How are the actions listed above related to the extent of lead poisoning and hazards?

Through inspections and programs to help fund building upgrades, the hazards of lead poisoning should be reduced.

How are the actions listed above integrated into housing policies and procedures?

These actions are part of code enforcement, and are included in weatherization and energy conservation programs, as well as in the Housing Rehabilitation program.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

There are two aspects to the City's anti-poverty strategy: Economic Development and direct services.

Economic development activities as a means to reduce the number of poverty level families through the creation and retention of new jobs tied to a Small Business Revolving Loan Program funded by CDBG and administered by the Madera County Economic Development Commission in partnership with the Madera County Workforce Investment Corporation. The loans are used by businesses within the City of Madera to increase job opportunities to low and moderate-income persons. As the loans are recaptured they are lent out to other businesses to create or retain jobs for targeted citizens.

The programs and policies for producing and preserving affordable housing set forth in the housing component of the Consolidated Plan will be coordinated with these new wage earners so that they can take advantage of new housing opportunities. To the extent that the Revolving Loan Program is used to create new jobs, the number of people benefiting from this effort will be reported, including an estimate of the number of poverty level families assisted.

In addition to the economic development-based approach identified above, the City will pursue the following anti-poverty strategies:

- Provide support services to low-income households to achieve self-sufficiency: child care, youth services, and elderly services.
- Provide targeted youth services to teach job training and life skills.
- Reduce concentration of poverty through geographic dispersion of affordable housing. The City will encourage affordable housing developments that locate outside of existing low-income neighborhoods. This geographic dispersion allows for increased opportunities for low-income households.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Dispersion of affordable housing can indirectly reduce poverty by expanding opportunities for better schools and access to job centers.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Madera Grants Administration Department has the monitoring responsibilities for the CDBG Programs. The Department is assisted in its monitoring efforts by local agencies and governments that contract for many of the funded goods and services. Prior to issuing payment for any good or service funded under the CDBG program, the City verifies that the good or service has been provided and that the various program requirements have been met. The City assumes total responsibility for Federal requirements including environmental reviews, labor standards, bidding, prevailing wage, Section 3, and contract requirements. In addition, City staff directly monitors sub recipients on an annual basis to assure compliance with Federal regulations. The City encourages minority businesses and women-owned businesses to submit proposals for CDBG-funded projects.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates continuing to receive CDBG funding throughout the Consolidated Plan period. The City also expects to apply for and receive HOME grants from the California Department of Housing and Community Development.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	911,586.00	0.00	0.00	911,586.00	0.00	The City is a CDBG entitlement jurisdiction.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Admin and Planning Housing	905,023.00	0.00	0.00	905,023.00	0.00	HOME. DAP and OOR funding through HCD in the amount of $532,959.In June 2024, the City was notified of its eligibility to become a HOME PJ. The City's federal HOME allocation is $372,064.92. The City will review all eligible uses for HOME funds that include new construction of owner-occupied and rental housing, rehabilitation of owner-occupied and rental housing, tenant based rental assistance, and homeownership assistance. Upon executing the HOME agreement, program planning will commence.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Housing	0.00	0.00	0.00	0.00	72,504.00	RLF. The City is a CDBG entitlement jurisdiction. Note: This is an estimate of the Revolving Loan Fund (RLF) earnings for 2020/2021. It is not an amount we program for 2020/2021. It is not a prior year CDBG resource. These funds contribute to the amount of funding on hand to use before CDBG funds are drawn. We have no way of knowing what the RLF will earn
Other	public - state	Housing	422,319.00	0.00	0.00	422,319.00	0.00	PLHA. A state grant to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of local communities.
Other	public - state	Housing Public Improvements	11,074,460.00	0.00	0.00	11,074,460.00	0.00	AHSC.This is a competitive grant. 48-unit community of affordable housing options for veterans, seniors, and families. Also, for designated sidewalk improvements in City.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Admin and Planning Housing	127,935.00	0.00	0.00	127,935.00	0.00	

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement. However, in evaluating the proposals for CDBG funding each year, the City uses the availability of matching funds as a factor in determining recommended allocations.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property within the City has been identified that would be used to address identified needs. However, the City could use some CDBG funding to acquire such land over the course of the planning period. Furthermore, the City may consider the use of surplus land for the development of affordable housing units.

Discussion

The City attempts to maximize the use of all of its available funding sources by encouraging projects that access private financing (grants, loans, and donations) or other Federal or State funding resources, including tax credits. The City actively pursues available grants for housing and community development programs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Access to Affordable Housing	2020	2024	Affordable Housing	City of Madera City Limits	Housing Needs	CDBG: $215,000.00	Other: 20 Other
2	Improve Access to Services	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Madera City Limits	Community Services	CDBG: $96,759.00	Other: 840 Other
3	Enhance Economic Well-Being	2020	2024	Non-Housing Community Development	City of Madera City Limits	Community Services Economic Development	CDBG: $10,000.00	Public service activities for Low/Moderate Income Housing Benefit: 10 Households Assisted
4	Enhance Quality of Infrastructure	2020	2024	Non-Housing Community Development	City of Madera City Limits	Public Improvements and Public Infrastructure	CDBG: $377,621.00	Other: 1500 Other
5	Prevent and Reduce Homelessness	2020	2024	Homeless	City of Madera City Limits	Homeless Needs and Services	CDBG: $30,000.00	Homelessness Prevention: 300 Persons Assisted

Table 55 – Goals Summary

Goal Descriptions

1	**Goal Name**	Access to Affordable Housing
	Goal Description	1. Increased supply of affordable housing. Rentals for those with extremely low-income and very low-income. This would also include rental assistance programs. Increased supply of housing (e.g., apartments and lower-cost homes) for people on a fixed income or otherwise at-risk of being "priced out" of the area – specifically, low-income seniors, people living with disabilities, and others on a fixed income. 2. Additional resources for people experiencing homelessness. Additional capacity of temporary shelters. Transitional support housing for individuals who are experiencing homelessness, mental health and/or substance use issues. Housing for homeless young people and young people transitioning out of foster care. 3. Increased supply of apartments suitable for people living with disabilities. 4. Additional specialized housing (e.g., seasonal or congregate-style units) for agricultural workers. 5. Additional, centralized sources of housing information for low income residents – especially in select areas in Madera. 6. Additional resources to improve the quality of existing apartments and houses such as energy efficient improvements. 7. Additional shelters and support services for abused, abandoned, or neglected children; this would also include greater access to information about existing services. 8. Urgent resources for individuals and families impacted by the COVID-19 pandemic including information and support services (e.g., food, clothing, sanitation, and job support services) for those at-risk of becoming homeless, easily accessible information regarding foreclosure and eviction laws and rights, increased supply of temporary shelters (as noted above). Funding will come from CDBG.

2	**Goal Name**	Improve Access to Services
	Goal Description	1. Expanded job training and employment opportunity programs. Program to assist with job-skills development and job placement. This may increase in priority as the current COVID-19 pandemic continues to impact communities and the related economic need. 2. Additional services to address community health needs, e.g., mental health, substance misuse / abuse; intimate partner violence; services for abused, abandoned, or neglected children; and people living with HIV/AIDS. 3. Expanded Meals-on-Wheels for home-bound seniors. Funding will come from CDBG.
3	**Goal Name**	Enhance Economic Well-Being
	Goal Description	1. Improved infrastructure such as street maintenance; additional, accessible sidewalks; and, improved maintenance of existing sidewalks. 2. Additional incentives to incentivize new development such as (but not limited to) reduce regulatory and permitting fees, increased zoning and building requirement flexibility. 3. Enhanced public transportation – including better access for seniors, youth, and people living with disabilities. Funding will come from CDBG.
4	**Goal Name**	Enhance Quality of Infrastructure
	Goal Description	1. Additional health and wellness activities for youth such as Teen Activity programs, new / renovated Teen Centers, and other community-led activities. 2. Increased downtown revitalization. 3. Increased / improved services for people experiencing homelessness including but not limited to food, clothing, healthcare including behavioral healthcare, showers, toilets, and child support/day care. 4. Improved infrastructure such as street maintenance; additional, accessible sidewalks; and, improved maintenance of existing sidewalks. 5. Additional incentives to incentivize new development such as (but not limited to) reduce regulatory and permitting fees, increased zoning and building requirement flexibility. 6. Enhanced public transportation – including better access for seniors, youth, and people living with disabilities. Funding will come from CDBG.

5	**Goal Name**	Prevent and Reduce Homelessness
	Goal Description	Additional capacity of temporary shelters. Transitional support housing for individuals who are experiencing homelessness, mental health and/or substance use issues. Housing for homeless young people and young people transitioning out of foster care. Funding will come from CDBG

Item:	B-1
Minutes for:	01/15/2025
Adopted:	02/05/2025

Minutes of a Regular Meeting of the Madera City Council and Minutes of a Special Meeting of the Madera City Council as the Groundwater Sustainability Agency and Minutes of a Special Meeting of the Madera City Council as the Successor Agency to the Former Madera Redevelopment Agency

January 15, 2025 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. The meeting was available for public viewing and participation through Zoom. Members of the public were able to observe the live-streamed meeting on the City's website and were able to comment on agenda items at the meeting, remotely through an electronic meeting via phone, via email and by regular mail.

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

ROLL CALL:

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Fire Battalion Chief Andrew Overbay, Director of Human Resources Wendy Silva, Director of Information Technology Gary Price, Director of Parks and Community Services Joseph Hebert, Chief of Police Giachino Chiaramonte, Project Manager (Parks Dept.) Fernando Castillo Duran, Administrative Analyst (Engineering) Nicole Say, Senior Planner Rudy Luquin, Assistant Planner Adileni Rueda and Communication Specialist Joseph Carrello.

INVOCATION: Fr. John Shearer, St. Joachim Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER EVANS, THE AGENDA REVISED TO MOVE ITEM D-4 TO THE TOP OF SECTION D AND CONTINUE ITEM B-10 TO THE FEBRUARY 5TH MEETING WAS APPROVED BY A 6/0 VOTE. VACANT: DISTRICT 1.

PRESENTATIONS: None

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes.

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.

DJ Becker of MaderaNews.com advised that the public is concerned that Council may end up spending $40,000 on a Special Election for the District 1 Councilmember instead of agreeing on a candidate.

Maurice Johnson, a resident of Madera, advised that he attended another Airport Advisory Committee meeting and they didn't have a quorum that would enable the committee to conduct business. The committee has consistently not had quorum and he would like Council to appoint members who would be able to attend. He has submitted an application to serve on this committee. He suggested that Council open the applications to people outside of Madera.

Rafael Teran said that there was an incident on January 11th at a dispensary where he was automatically judged. He stated that they are not ready to have a dispensary.

Tim Riché said he was honored to be nominated to be the District 1 Councilmember. He met with the other nominee, Rohi Zacharia and he has decided to endorse Mr. Zacharia. He believes that it would be a waste of money to have a Special Election to fill this vacancy.

Monica Bravo a community leader and asked that Council protect the rights of the immigrants in their community.

City Clerk Alicia Gonzales stated that a few public comments were received throughout the day and were emailed to Council and copies are on the podium if anyone wants a copy.

By phone, a resident nominated himself for the position of Councilmember for District 1. He suggested a secret ballot and not having a Special Election. He stated he has previously been on other City committees.

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

Mayor Gallegos asked for and received a consensus to hear Item D-4 after this Public Comment and before Section A.

Item D-4 was discussed.

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

A-1 Consideration of applications for a General Plan Amendment (GPA 2024-01) and Prezone (REZ 2024-02) pertaining to ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022)

Recommendation:

1. Adopt a Resolution of the City Council of the City of Madera approving GPA 2024-01 and amending the General Plan to change the land use designation for ±6.93 acres of land from the Low Density Residential (2.1-7 dwelling units per acre) designation to the Medium Density Residential (7.1-15 dwelling units per acre) designation; and
2. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera approving REZ 2024-02 and amending the official City of Madera Zoning Map to prezone ±6.93 acres of land to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district and ±12.97 acres of land to the

R-1 (Residential, one unit for each 6,000 square feet of site area) zone district to facilitate annexation to the City of Madera (ANX 2024-01) (Report by Will Tackett)

City Attorney Shannon L. Chaffin read the ordinance title.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-1 WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT

RES 25-01 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING GPA 2024-01 AND AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION FOR ±6.93-ACRES OF LAND FROM THE LOW DENSITY RESIDENTIAL (2.1-7 DWELLING UNITS PER ACRE) DESIGNATION TO THE MEDIUM DENSITY RESIDENTIAL (7.1-15 DWELLING UNITS PER ACRE) DESIGNATION

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZ 2024-02 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE ±6.93 ACRES OF LAND TO THE PD-3000 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 3,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT AND ±12.97 ACRES OF LAND TO THE R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT TO FACILITATE ANNEXATION TO THE CITY OF MADERA (ANX 2024-01)

A-2 Consideration of Ordinance Text Amendment (OTA) 2024-01, a proposed amendment to Section 6-5.40 (Operating requirements for store front/retail facilities) of Chapter 5 (Cannabis Businesses) of Title VI of the City Municipal Code (CMC) to allow for curbside delivery at licensed cannabis business store front/retail facilities

Recommendation: Staff recommends the City Council conduct a public hearing and take action as follows:

1. Waive full reading and introduce by title only an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations (Report by Will Tackett)

City Attorney Shannon L. Chaffin read the ordinance title.

ON MOTION BY MAYOR PRO TEM RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM A-2 WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CITY MUNICIPAL CODE (CMC) SECTION 6-5.40 TO ALLOW FOR CURBSIDE DELIVERY FOR CANNABIS BUSINESS STORE FRONT/RETAIL OPERATIONS

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT

B-1 Minutes – December 18, 2024

Recommendation: Approve the City Council Minutes of December 18, 2024 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for December 7, 2024 to January 3, 2025 (Report by Michael Lima)

B-3 Informational Report on Personnel Activity

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

B-4 Janitorial Services Agreement with CCS Facility Services – Fresno, Inc.

Recommendation: Adopt a resolution approving an agreement with CCS Facility Services – Fresno, Inc. to provide professional janitorial services for City facilities (Report by Arnoldo Rodriguez)

RES 25-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDING AN AGREEMENT FOR JANITORIAL SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS (RFP) NO. 202324-01 TO CCS FACILITY SERVICES

B-5 Extension of Advanced Metering Infrastructure Agreement with Sensus USA Inc.

Recommendation: Adopt a resolution ratifying the previous agreement extension and providing authority to the City Manager to sign all documents necessary to effectuate extensions of the Sensus USA Inc. Advanced Metering Infrastructure Agreement (Report by Arnoldo Rodriguez)

RES 25-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING EXTENSION OF THE SENSUS USA INC. AUTOMATIC METERING INFRASTRUCTURE AGREEMENT AND GRANTING THE CITY MANAGER WITH CONTINUING AUTHORITY TO EFFECTUATE EXTENSIONS OF THE AGREEMENT

B-6 Acceptance of a Donation to the Police Department

Recommendation: Adopt a Minute Order accepting a donation of $1,500 from various local business owners (Report by Giachino Chiaramonte)

B-7 Purchasing Agent Agreement with the County of Madera Relating to the CalFresh Healthy Living

Recommendation: 1. Adopt a Resolution Approving a Purchasing Agent Agreement with the County of Madera in the amount of $27,000 relating to CalFresh Healthy Living Program and ending September 30, 2025; and

2. Adopt a Resolution Amending the City's Fiscal Year (FY) 2024/25 Budget approving related revenue and expenditure line items relating to the execution of the CalFresh Healthy Living Program (Report by Joseph Hebert)

RES 25-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A PURCHASING AGENT AGREEMENT WITH THE COUNTY OF MADERA IN THE AMOUNT OF $27,000 RELATING TO CALFRESH HEALTHY LIVING PROGRAM

RES 25-05 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2024/25 BUDGET APPROVING RELATED EXPENDITURE LINE ITEM RELATING TO CALFRESH HEALTHY LIVING PROGRAM

B-8 Acceptance and Reimbursement of Off-Site Improvements for EZ Trip Fueling Station

Recommendation:
1. Adopt a Resolution Accepting off-site improvements for the EZ Trip Fueling Station and Authorize the filing of the Notice of Acceptance for said off-site improvements; and
2. Adopt a Resolution approving a budget amendment increase of $700,000 for the purpose of reimbursing for improvements completed in connection with the EZ Trip Fueling Station Reimbursement Agreement (Report by Keith Helmuth)

RES 25-06 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING IMPROVEMENTS REQUIRED TO BE INSTALLED IN CONNECTION WITH EZ TRIP FUELING STATION, AND AUTHORIZING THE FILING OF A NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS

RES-25-07 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT TO ALLOW FOR REIMBURSEMENT OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE EZ TRIP FUELING STATION

B-9 Change Order to Piggyback Purchase Agreement for Fleet Division-Related Purchase

Recommendation: Adopt a Resolution Approving changing the vendor on the Sourcewell piggyback agreement for the purchase of the all-electric utility truck from PB Loader to TerriCorp, Inc. dba Kingsburg Truck Center (Report by Michael Lima)

RES 25-08 RESOLUTION APPROVING CHANGING THE SOURCEWELL PIGGYBACK AGREEMENT FOR THE PURCHASE OF THE ALL-ELECTRIC UTILITY TRUCK FROM PB LOADER TO TERRICORP, INC. DBA KINGSBURG TRUCK CENTER

B-10 Second Reading and Adoption of Ordinance Text Amendment (OTA) 2024-02, for the Amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

Recommendation: The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:
1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA)

Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing (Report by Will Tackett)

This item was continued to the February 5, 2025 meeting.

B-11 Appointment to the Americans with Disabilities Act (ADA) Advisory Council

Recommendation: Adopt a Resolution Appointing Sipho Munyaradzi to the ADA Advisory Council (Report by Wendy Silva)

RES 25-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF SIPHO MUNYARADZI TO THE CITY OF MADERA AMERICANS WITH DISABILITIES ACT ADVISORY COUNCIL

B-12 Reallocation of Community Development Block Grant (CDBG) Program Funds from Program Years 2020 - 2023 in the Amount of $225,936.54

Recommendation: Adopt Resolutions to:

1. Approve the reallocation of $65,172.23 to the 2023/24 Frank Bergon Senior Center Improvement Project; and
2. Approve the reallocation of $160,764.31 to the 2023/24 Clinton Street Sewer and Water Improvement Project; and
3. Approve the amendment of the 2023/24 CDBG Annual Action Plan to increase the allocations for the Frank Bergon Senior Center Improvement Project and the Clinton Street Sewer and Water Improvement Project (Report by Michael Lima)

RES 25-10 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AMENDMENT TO THE 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR THE ALLOCATION OF UNOBLIGATED FUNDING IN THE AMOUNT OF $225,936.54

RES 25-11 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE ALLOCATION OF $160,764.31 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE CITY OF MADERA ENGINEERING DEPARTMENT'S 2023/24 CLINTON STREET SEWER AND WATER PROJECT

RES 25-12 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE ALLOCATION OF $65,172.23 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE CITY OF MADERA PARKS DEPARTMENT'S 2023/24 CDBG FRANK BERGON SENIOR CENTER IMPROVEMENT PROJECT

C. WORKSHOP: None

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

D-1 Disposal of Fresno-Madera Area Agency on Aging (FMAAA) Equipment from the Millview Community Center Kitchen

Recommendation: Adopt a Resolution approving the disposal of equipment at the Millview Community Center, originally provided by the FMAAA for services under Title III C1 & C2 (Report by Joseph Hebert)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-1 WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT

RES 25-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE DISPOSAL OF EQUIPMENT AT THE MILLVIEW COMMUNITY CENTER, PROVIDED BY THE FMAAA FOR SERVICES UNDER TITLE III C1 & C2

D-2 Adopt Resolutions Approving the ROPS and Administrative Budget for the period of July 1, 2025 to June 30, 2026 and Authorize the City Manager to present the ROPS to the Countywide Oversight Board for its consideration and approval *(Action on this item by the Successor Agency)*

Recommendation: Actions Related to Successor Agency Annual Budget Reporting to the Department of Finance:

1. Adopt a Resolution Adopting the Recognized Obligation Payment Schedule (ROPS) Representing Period of July 1, 2025 to June 30, 2026, for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera; and
2. Adopt a Resolution Approving the Administrative Budget for the City of Madera as the Successor Agency of the Former Madera Redevelopment Agency of the City of Madera for the Period of July 1, 2025 – June 30, 2026 (Report by Michael Lima)

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT

SA RES 25-01 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 25-26 PURSUANT TO SECTION 34177 OF THE CALIFORNIA HEALTH AND SAFETY CODE FOR FISCAL YEAR 2025-2026 FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026

SA RES 25-02 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVEBUDGET FOR JULY 1, 2025 THROUGH JUNE 30, 2026

D-3 Joint Groundwater Sustainability Plan 2025 Plan Amendment *(Action on this item by the Groundwater Sustainability Agency)*

Recommendation: Approve Resolution Adopting the Joint Groundwater Sustainability Plan 2025 Plan Amendment and thereby also approving related Second Amendment to the Madera Subbasin Coordination Agreement, Memorandum of Understanding Establishing an Interconnected Surface Water Working Group and Madera Subbasin Groundwater Sustainability Plan Periodic Evaluation (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT

GSA RES 25-01 A RESOLUTION OF THE CITY OF MADERA AND THE CITY OF MADERA, GROUNDWATER SUSTAINABILITY AGENCY BOARD ADOPTING A JOINT GROUNDWATER SUSTAINABILITY PLAN 2025 PLAN AMENDMENT, SECOND AMENDMENT TO THE MADERA SUBBASIN COORDINATION AGREEMENT, MEMORANDUM OF UNDERSTANDING ESTABLISHING INTERCONNECTED SURFACE WATER WORKING GROUP AND MADERA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN PERIODIC EVALUATION

D-4 City Council Appointment to Fill Vacancy in Council District 1

Recommendation: It is recommended that the City Council:

1. Consider the applications for the City Council District 1 seat and, after deliberation, adopt a Resolution appointing a candidate to fill the vacancy; or
2. Direct staff to prepare a Resolution calling for a special election to fill the vacancy and return the same to the City Council no later than Sunday, February 2, 2025, as required by applicable law (Report by Alicia Gonzales)

This item was heard after the Public Comment section of the agenda.

Mayor Gallegos thanked the applicants that applied to be the Councilmember for District 1 and asked them to stay involved and get on some of the City commissions in order to have a say.

Wayne Padilla asked that all applicants be allowed to interview and consider all applicants before making a decision.

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

ON MOTION BY MAYOR GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-4 TO NOMINATE ROHI ZACHARIA AS DISTRICT 1 COUNCILMEMBER AND APPOINTMENT PER THE RESOLUTION WAS APPROVED BY A 6/0 VOTE. ABSENT: DISTRICT 1 VACANT

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 25-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO FILL THE DISTRICT 1 VACANCY ON THE CITY COUNCIL FOLLOWING AN APPLICATION AND INTERVIEW PROCESS

Mayor Gallegos informed Mr. Zacharia that he could take his seat as Councilmember for District 1 tonight or come back to the next meeting with his family and take his oath then. Mr. Zacharia chose to wait until the next meeting to be sworn in and have an opportunity to do so with his family. City Manager Arnoldo Rodriguez advised that there is a conference next week for new councilmembers and new mayors and thought it appropriate to extend the invitation to newly

appointed Councilmember Zacharia. City Attorney Shannon L. Chaffin stated that although not sworn in, Mr. Zacharia has been appointed and extending the invitation was appropriate.

Council congratulated Mr. Zacharia and thanked the other applicants for their participation.

Mayor called for a recess at 6:33 p.m. Council reconvened at 6:40 p.m.

E. ADMINISTRATIVE REPORTS:

E-1 2025 List of Annual Proclamations

Recommendation: Provide Direction and Adopt a Minute Order Approving the 2025 List of Annual Proclamations from the Protocols Guidebook section concerning Ceremonial Documents (Report by Alicia Gonzales)

Mayor Gallegos asked and received a unanimous consensus to approve the list of annual proclamations as presented and adding National Volunteer Month in April and Veterans Day in November.

E-2 Landscape Maintenance District (LMD) Future Assessments and Funding Methodologies

Recommendation: This report is submitted for discussion and direction regarding potential changes in LMD assessments and funding methodologies (Report by Keith Helmuth)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and 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.

Councilmember Villegas had no reports.

Mayor Pro Tem Rodriguez commended the City on securing a $1.6 million Railroad Crossing Elimination grant to fund a study for the Cleveland Avenue and Yosemite Avenue railroad crossings. He emphasized the importance of reviewing the General Plan and expressed interest in receiving an update report. He noted his upcoming attendance at next week's League of California Cities annual conference.

Councilmember Mejia announced a peaceful protest and march scheduled for Saturday, January 18, 2025, from Millview Park to Courthouse Park, in support of residents impacted by deportations. The event will be organized by leaders providing various resources and overseen by law enforcement to ensure public safety. On Wednesday, January 29th, the Coalition of Community Justice will host a public forum at the Pan American Center, offering residents the opportunity to engage with community leaders and attorneys regarding immigration rights and strategies for handling potential raids. On Tuesday, February 11th, the Pan Valley Institute will hold a discussion for the public and elected officials to address concerns about potential deportations. She encouraged everyone interested to attend, voice their concerns, and learn directly from community leaders on these critical issues.

Councilmember Evans extended her gratitude to everyone who attended the Christmas Extravaganza, noting its success. She encouraged the public to donate essential items to support Southern California residents displaced by recent fires. Donations can be dropped off at 300 Yosemite Avenue or 325 S. Pine Street.

Councilmember Montes expressed gratitude to staff for their hard work and dedication. He announced that the Community Action Partnership of Madera County (CAPMC) will be hosting a job fair on February 19th at 675 S. Pine Street, starting at 6:00 p.m.

Mayor Gallegos congratulated the Gill family who is honored on the newly renovated Madera County Farm Bureau Pavilion, which will serve as a facility for meetings, seminars and events. She highlighted the upcoming Hall of Fame ceremony on Saturday, where local athletes will be honored for their achievements. She met with Senator Marie Alvarado-Gil to present a detailed list of Madera's most pressing community needs. She expressed condolences and prayers to Civil Service Commissioner Dennis Smith and his family for the recent loss of his mother. Mayor Gallegos wished her colleagues and staff safe travels to next week's Cal Cities Conference. She recognized Fire Battalion Chief, Andrew Overbay for his management at the local level while his colleagues are attending to Southern California Fires. She congratulated Rohi Zacharia for being appointed as Councilmember representing District 1.

G. **CLOSED SESSION**: None

UPCOMING MEETING DATES:

- Wednesday, February 5, 2025
- Wednesday, February 19, 2025

ADJOURNMENT: Meeting was adjourned at 8:35 p.m.

_____ _____

ALICIA GONZALES, City Clerk CECELIA K. GALLEGOS, Mayor

_____

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for January 4 to January 24, 2025

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of January 4 to January 24, 2025, is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	41323 – 41525	$6,583,791.79

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	US Bank	$691,333.47
SDI	EDD	$2,805.35
CalPERS Payment	CalPERS	$306,397.17

DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2024/2025 Adopted Budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

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

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the Fiscal Year 2024/2025 Adopted Budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

February 5, 2025

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41323	01/14/2025	ENGINEERING	Sewer Capital Outlay	SAK CONSTRUCTION, LLC	AVE 13 SEWER INTERCEPTOR REHABILITATION SS-14	2,431,487.00
41324	01/14/2025	FLEET MAINTENANCE	PW Safe & Clean Initiative	THE PAPE GROUP INC	#4703 TRACKS	3,736.30
41325	01/14/2025	FACILITIES	Sewer Mtnc/Operations	THE PAPE GROUP INC	SPOT REPAIR KIT	5,987.62
41326	01/14/2025	GRANTS	Prop 1B PTMISEA	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	8,179.10
41326	01/14/2025	GRANTS	AFFORDABLE HOUSING	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN - INTERMODAL FACILITY	4,986.90
41327	01/14/2025	PD OPERATIONS	MEAS K - PD	HARRY D. WILSON INC.	BMW 1250 - SERVICE	590.58
41328	01/14/2025	FLEET MAINTENANCE	Fleet Maintenance	HERITAGE-CRYSTAL CLEAN, INC.	PARTS WASHER SERVICE	842.53
41329	01/14/2025	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	STAFF UNIFORMS	489.29
41329	01/14/2025	PARKS ADMINISTRATION	Special Events	J & D MANUFACTURING	JOLLY TROLLY PLAQUE	57.91
41329	01/14/2025	PARKS ADMINISTRATION	Special Events	J & D MANUFACTURING	GOLF TOURNEY SIGNS	162.38
41330	01/14/2025	PD OPERATIONS	MEAS K - PD	TIM J LAW	EMPLOYMENT BACKGROUND	1,600.00
41331	01/14/2025	CITY ADMIN	Central Admin	CRISCOM PUBLIC RELATIONS, INC.	CONSULTANT SERVICES	4,000.00
41332	01/14/2025	PD OPERATIONS	PD Operations	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	468.00
41333	01/14/2025	PD OPERATIONS	PD Operations	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	79.30
41334	01/14/2025	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	76.24
41334	01/14/2025	FINANCE	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	338.47
41334	01/14/2025	FINANCE	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	56.11
41334	01/14/2025	FINANCE	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	118.24
41334	01/14/2025	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	106.01
41334	01/14/2025	FINANCE	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	209.98
41334	01/14/2025	FINANCE	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	188.24
41334	01/14/2025	FINANCE	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	160.40
41334	01/14/2025	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	575.64
41334	01/14/2025	FINANCE	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	474.56
41334	01/14/2025	FINANCE	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	1,177.63
41334	01/14/2025	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	1,422.40
41334	01/14/2025	FINANCE	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	872.53
41334	01/14/2025	FINANCE	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	1,827.84
41334	01/14/2025	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	2,848.61
41334	01/14/2025	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	2,591.83
41334	01/14/2025	FINANCE	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	1,264.82
41334	01/14/2025	FINANCE	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	318.49
41334	01/14/2025	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	28.43
41334	01/14/2025	FINANCE	MEAS K - PD	VAN DE POL ENTERPRISES, INC.	FUEL CITY 12/01/24-12/15/24	6,549.67
41334	01/14/2025	PD OPERATIONS	PD Operations	VAN DE POL ENTERPRISES, INC.	PD - PROPANE	20.33
41335	01/14/2025	INFORMATION SERVICES	Computer Replacement	ZONES IT SOLUTIONS INC	VEEAM BACKUP SOFTWARE LICENSING	18,345.00
41336	01/14/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE BENEFIT	3,750.00
41337	01/14/2025	PARKS	Parks	FACILITY DESIGNS INC	OFFICE FURNITURE - PARKS	22,889.45
41338	01/14/2025	PD OPERATIONS	PD Operations	LAW DOG K9	K9 VENDOR TRAINING	900.00
41339	01/14/2025	FLEET ACQUISITION	Fleet Acquisition	ALTEC INDUSTRIES INC	#2018 BUCKET TRUCK	151,783.06
41340	01/14/2025	PD OPERATIONS	PD Operations	CINTAS CORPORATION	MEDICAL SUPPLIES	167.84
41341	01/14/2025	FACILITIES	Facilities Maintenance	MD PROFESSIONAL PAINTING, INC.	IT ROOM PAINT	712.50
41342	01/14/2025	PD OPERATIONS	General Trust Fund	ARMOR RESEARCH COMPANY	ARC SHIELD	3,718.80

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41343	01/14/2025	INFORMATION SERVICES	Central Admin	GHD SERVICES INC	CONSULTING SERVICES	9,636.00
41344	01/14/2025	PARKS ADMINISTRATION	MUSD Agreements	REPTILE RON ANIMAL PRESENTATIONS INC	EXOTIC ANIMAL PRESENTATION	300.00
41345	01/14/2025	STREETS	STREETS	A & E INDUSTRIAL CLEANING EQUIPMENT	COMPRESSOR GENERATOR AG2-SM14-BE	3,511.96
41346	01/14/2025	FINANCE	Comm & Rec Centers	AT&T	11/24 CALNET SVS 9391026396	267.85
41346	01/14/2025	FINANCE	MEAS K - FIRE	AT&T	11/24 CALNET SVS 9391068734	63.95
41346	01/14/2025	FINANCE	Sr Citizen Community Serv	AT&T	11/24 CALNET SVS 9391026403	35.15
41346	01/14/2025	FINANCE	Sr Citizen Community Serv	AT&T	11/24 CALNET SVS 9391026398	32.41
41346	01/14/2025	FINANCE	PD Operations	AT&T	11/24 CALNET SVS 939102640	32.41
41346	01/14/2025	FINANCE	PD Operations	AT&T	11/24 CALNET SVS 9391059143	2,008.19
41346	01/14/2025	PD OPERATIONS	PD Operations	AT&T	10/24 CALNET SVS 9391031578	156.74
41346	01/14/2025	PD OPERATIONS	PD Operations	AT&T	10/24 CALNET SVS 9391031566	155.55
41346	01/14/2025	PD OPERATIONS	PD Operations	AT&T	11/24 CALNET SVS 9391031578	156.74
41346	01/14/2025	PD OPERATIONS	PD Operations	AT&T	11/24 CALNET SVS 9391064552	286.21
41346	01/14/2025	PD OPERATIONS	PD Operations	AT&T	11/24 CALNET SVS 9391031566	155.55
41347	01/14/2025	FINANCE	Building	AT&T	11/24 FRISTNET SERVICE 287302656036	150.39
41347	01/14/2025	FINANCE	City Clerk's Office	AT&T	11/24 FRISTNET SERVICE 287302656036	90.18
41347	01/14/2025	FINANCE	City Council	AT&T	11/24 FRISTNET SERVICE 287302656036	281.68
41347	01/14/2025	FINANCE	Code Enforcement	AT&T	11/24 FRISTNET SERVICE 287302656036	45.09
41347	01/14/2025	FINANCE	Comm & Rec Centers	AT&T	11/24 FRISTNET SERVICE 287302656036	50.13
41347	01/14/2025	FINANCE	COMPUTER MAINT	AT&T	11/24 FRISTNET SERVICE 287302656036	743.42
41347	01/14/2025	FINANCE	Engineering	AT&T	11/24 FRISTNET SERVICE 287302656036	314.61
41347	01/14/2025	FINANCE	Facilities Maintenance	AT&T	11/24 FRISTNET SERVICE 287302656036	881.91
41347	01/14/2025	FINANCE	Finance	AT&T	11/24 FRISTNET SERVICE 287302656036	185.59
41347	01/14/2025	FINANCE	Fleet Maintenance	AT&T	11/24 FRISTNET SERVICE 287302656036	45.09
41347	01/14/2025	FINANCE	GRANT OVERSIGHT	AT&T	11/24 FRISTNET SERVICE 287302656036	95.22
41347	01/14/2025	FINANCE	HR/RISK MGT	AT&T	11/24 FRISTNET SERVICE 287302656036	50.13
41347	01/14/2025	FINANCE	Parks	AT&T	11/24 FRISTNET SERVICE 287302656036	290.77
41347	01/14/2025	FINANCE	Parks Administration	AT&T	11/24 FRISTNET SERVICE 287302656036	50.13
41347	01/14/2025	FINANCE	Planning	AT&T	11/24 FRISTNET SERVICE 287302656036	90.18
41347	01/14/2025	FINANCE	STREETS	AT&T	11/24 FRISTNET SERVICE 287302656036	50.13
41347	01/14/2025	FINANCE	Recreation	AT&T	11/24 FRISTNET SERVICE 287302656036	90.18
41347	01/14/2025	FINANCE	UB - Garbage	AT&T	11/24 FRISTNET SERVICE 287302656036	11.27
41347	01/14/2025	FINANCE	UB - Sewer	AT&T	11/24 FRISTNET SERVICE 287302656036	11.27
41347	01/14/2025	FINANCE	UB - Water	AT&T	11/24 FRISTNET SERVICE 287302656036	22.55
41347	01/14/2025	FINANCE	WWTP	AT&T	11/24 FRISTNET SERVICE 287302656036	50.13
41347	01/14/2025	FINANCE	City Manager	AT&T	11/24 FRISTNET SERVICE 287302656036	140.50
41347	01/14/2025	FINANCE	PD Operations	AT&T	11/24 FRISTNET SERVICE 287302656036	6,939.78
41348	01/14/2025	ENGINEERING	Sewer Capital Outlay	AECOM TECHNICAL SERVICES, INC.	SS-06 ONCALL FAIRGROUND LIFT STATION MODIFICATIO	2,810.20
41349	01/14/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	PLOTTER LEASE	160.00
41350	01/14/2025	CITY CLERK'S OFFICE	City Clerk's Office	AMERICAN LEGAL PUBLISHING CORP	PAPER VERSION OF MMC UPDATE	441.76
41350	01/14/2025	CITY CLERK'S OFFICE	City Clerk's Office	AMERICAN LEGAL PUBLISHING CORP	ONLINE VERSION OF MMC UPDATE TE	163.51
41351	01/14/2025	FACILITIES	Facilities Maintenance	AXCES INDUSTRIAL SUPPLY	GRAFFITI WIPES	190.52
41352	01/14/2025	FINANCE	Water Fund	BANK OF NEW YORK MELLON	WATER REVENUE REFUNDING BOND - SERIES 2015	1,060.00
41352	01/14/2025	FINANCE	Water Fund	BANK OF NEW YORK MELLON	WATER REVENUE REFUNDING BOND - SERIES 2019	1,000.00
41352	01/14/2025	FINANCE	Water Fund	BANK OF NEW YORK MELLON	WASTEWATER REV REF BOND PMT - SERIES 2015	1,060.00
41352	01/14/2025	FINANCE	Water Debt Service/Rev Bo	BANK OF NEW YORK MELLON	WATER REVENUE REFUNDING BOND - SERIES 2015	1,060.00
41352	01/14/2025	FINANCE	Water Debt Service/Rev Bo	BANK OF NEW YORK MELLON	WATER REVENUE REFUNDING BOND - SERIES 2019	1,000.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41352	01/14/2025	FINANCE	Water Debt Service/Rev Bc	BANK OF NEW YORK MELLON	WASTEWATER REV REF BOND PMT - SERIES 2015	1,060.00
41353	01/14/2025	PD OPERATIONS	PD Operations	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES	454.00
41354	01/14/2025	ENGINEERING	LTF - Streets	CA DEPARTMENT OF TRANSPORTATION	CALTRANS PAVEMENT PRESERVATION	25,849.49
41355	01/14/2025	PD OPERATIONS	MEAS K - PD	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	1,800.00
41356	01/14/2025	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE	73.62
41356	01/14/2025	PURCHASING	Building	CANON FINANCIAL SERVICES	COPIER LEASE	90.74
41356	01/14/2025	PURCHASING	City Clerk's Office	CANON FINANCIAL SERVICES	COPIER LEASE	41.95
41356	01/14/2025	PURCHASING	Engineering	CANON FINANCIAL SERVICES	COPIER LEASE	270.63
41356	01/14/2025	PURCHASING	Finance	CANON FINANCIAL SERVICES	COPIER LEASE	414.60
41356	01/14/2025	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE	74.43
41356	01/14/2025	PURCHASING	Parks Administration	CANON FINANCIAL SERVICES	COPIER LEASE	167.79
41356	01/14/2025	PURCHASING	Planning	CANON FINANCIAL SERVICES	COPIER LEASE	81.19
41356	01/14/2025	PURCHASING	Sewer Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER LEASE	41.14
41356	01/14/2025	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE	41.14
41356	01/14/2025	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE	41.95
41356	01/14/2025	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE	41.95
41356	01/14/2025	PURCHASING	Water Mtnc/Operations	CANON FINANCIAL SERVICES	COPIER LEASE	41.14
41356	01/14/2025	PURCHASING	Water Quality Control	CANON FINANCIAL SERVICES	COPIER LEASE	113.66
41356	01/14/2025	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE	189.19
41356	01/14/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	COPIER LEASE	235.93
41356	01/14/2025	PURCHASING	PD Operations	CANON FINANCIAL SERVICES	MPD COPIER 12/24	541.66
41357	01/14/2025	CITY ADMIN	City Manager	CNA SURETY	PUBLIC OFFICIAL BOND - 2025	3,500.00
41358	01/14/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 12/19/2024 PAYROLL	888.13
41359	01/14/2025	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 01/03/2025 PAYROLL	888.13
41360	01/14/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	PRE-EMPLOYMENT SERVICES	550.00
41361	01/14/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/24	87.50
41361	01/14/2025	PD OPERATIONS	Code Enforcement	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/24	87.50
41361	01/14/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/24	21.88
41361	01/14/2025	PD OPERATIONS	UB - Garbage	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/24	21.88
41361	01/14/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/24	21.88
41361	01/14/2025	PD OPERATIONS	UB - Sewer	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/24	21.88
41361	01/14/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/24	43.74
41361	01/14/2025	PD OPERATIONS	UB - Water	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 11/24	43.74
41362	01/14/2025	FLEET MAINTENANCE	Fleet Maintenance	CUMMINS PACIFIC LLC	REPAIRS - #3005	1,296.90
41363	01/14/2025	UB - WATER	UB - Garbage	DATAPROSE, LLC	11/24 BILLING	2,746.43
41363	01/14/2025	UB - WATER	UB - Sewer	DATAPROSE, LLC	11/24 BILLING	2,746.44
41363	01/14/2025	UB - WATER	UB - Water	DATAPROSE, LLC	11/24 BILLING	5,492.89
41364	01/14/2025	FIRE	Fire	DEPARTMENT OF FORESTRY AND FIRE	1ST QTR ACTUAL BILLING FOR CITY CONTRACT FY 24/25	1,006,437.78
41364	01/14/2025	FIRE	MEAS K - FIRE	DEPARTMENT OF FORESTRY AND FIRE	1ST QTR ACTUAL BILLING FOR CITY CONTRACT FY 24/25	503,218.89
41365	01/14/2025	PD OPERATIONS	SUPP LAW ENF	KUSTOM SIGNALS, INC.	HOLSTER	460.08
41366	01/14/2025	PD OPERATIONS	PD Operations	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	7,036.21
41367	01/14/2025	HR/RISK MGT	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	11,646.00
41368	01/14/2025	PD OPERATIONS	Animal Control	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	1,341.40
41369	01/14/2025	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES 12/24	310.00
41370	01/14/2025	CITY ADMIN	Community Promo	MADERA CHAMBER OF COMMERCE	MEMBERSHIP DUES 2025	660.00
41371	01/14/2025	ENGINEERING	LTF - Streets	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE AGREEMENT	5,122.17
41372	01/14/2025	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES 12/24	8,885.44

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41373	01/14/2025	BUILDING	Building	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - BUILDING	212.67
41373	01/14/2025	GRANTS	CDBG ADMIN	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	7.18
41373	01/14/2025	GRANTS	GRANT OVERSIGHT	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	7.17
41373	01/14/2025	GRANTS	TRANS - FIXED	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - TRANSIT	7.18
41374	01/14/2025	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	67,273.06
41375	01/14/2025	ENGINEERING	Water Capital Outlay	PROVOST & PRITCHARD CONSULTING	ON-CALL W-39, W-40, & W-41 WATER MAIN REPLACEME	47,455.55
41376	01/14/2025	PW ADMIN	AIRPORT OPS	REINARD W. BRANDLEY CONSULTING	CONSULTANT ENG SVS	2,555.00
41376	01/14/2025	PW ADMIN	Airport Capital Projects	REINARD W. BRANDLEY CONSULTING	CONSULTANT ENG SVS	23,820.00
41377	01/14/2025	FLEET MAINTENANCE	Fleet Maintenance	SCHOETTLER TIRE, INC.	TIRES FOR #4702 TIRES FOR #4702	4,635.33
41378	01/14/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	EMERGENCY PATCHING	2,288.88
41379	01/14/2025	WWTP	WWTP	SPARKLETTS	WWTP - LAB & DRINKING	104.64
41380	01/14/2025	WWTP	WWTP	SYNAGRO WEST, INC.	SLUDGE HAULING & DISPOSAL	12,974.33
41381	01/14/2025	FACILITIES	Facilities Maintenance	TESCO CONTROLS, INC.	SIGNAL BATTERIES	5,066.10
41382	01/14/2025	INFORMATION SERVICES	Computer Replacement	TYLER TECHNOLOGIES INC.	EXECUTIME ANNUAL RENEWAL	25,338.63
41383	01/14/2025	ENGINEERING	Water Capital Outlay	UNION PACIFIC RAILROAD CO.	GATEWAY/RIVERSIDE RIVER CROSSING	10,000.00
41384	01/14/2025	FINANCE	Building	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	104.14
41384	01/14/2025	FINANCE	City Council	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	38.01
41384	01/14/2025	FINANCE	Facilities Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	52.07
41384	01/14/2025	FINANCE	Fire	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	152.04
41384	01/14/2025	FINANCE	Fleet Maintenance	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	1.70
41384	01/14/2025	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	38.01
41384	01/14/2025	FINANCE	Parks	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	1.70
41384	01/14/2025	FINANCE	Planning	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	52.07
41384	01/14/2025	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	13.70
41384	01/14/2025	FINANCE	Water Mtnc/Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	92.08
41384	01/14/2025	FINANCE	Water Quality Control	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	38.01
41384	01/14/2025	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	38.01
41384	01/14/2025	FINANCE	PD Operations	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/24-12/10/24	494.13
41385	01/14/2025	ENGINEERING	Water Capital Outlay	WEST VALLEY CONSTRUCTION CO. INC.	2023 WATER METER PROJECT	119,749.04
41386	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9910927	248.19
41387	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9920588	142.57
41388	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9906119	98.39
41389	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922447	124.23
41390	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9153202	244.29
41391	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923489	211.08
41392	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REUND 9585001	131.71
41393	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9923392	145.38
41394	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925989	1,522.27
41395	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9913753	367.38
41396	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9910867	1,699.13
41397	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9917836	792.99
41398	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9918081	141.33
41399	01/14/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9924534	157.82
41400	01/16/2025	CITY CLERK'S OFFICE	City Council	RODRIGUEZ, JOSE	PER DIEM - 2025 NORCAL MAYOR/COUNCILMEMBER AC	506.80
41401	01/16/2025	CITY CLERK'S OFFICE	City Council	EVANS, ANITA	PER DIEM - 2025 NORCAL MAYOR/COUNCILMEMBER AC	301.00
41402	01/16/2025	CITY CLERK'S OFFICE	City Council	VILLEGAS, ARTEMIO	PER DIEM - 2025 NORCAL MAYOR/COUNCILMEMBER AC	301.00
41403	01/16/2025	PD OPERATIONS	PD Operations	SMITH, JEREMY	PER DIEM - SHOT SHOW	494.50

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41404	01/16/2025	CITY CLERK'S OFFICE	City Council	MEJIA, ELSA	PER DIEM - 2025 NORCAL MAYOR/COUNCILMEMBER AC	506.80
41405	01/16/2025	PD OPERATIONS	MEAS K - PD	ADAMS, MARK	PER DIEM - SHOT SHOW	494.50
41406	01/16/2025	CITY CLERK'S OFFICE	City Clerk's Office	CNA SURETY	BOND - DEPUTY CITY CLERK	40.00
41406	01/16/2025	CITY CLERK'S OFFICE	General Fund	CNA SURETY	BOND - DEPUTY CITY CLERK	60.00
41407	01/16/2025	PD OPERATIONS	PD Operations	CEDERQUIST, BRENT	PER DIEM - SHOT SHOW	322.50
41408	01/16/2025	FIRE	Fire	CUMMINS PACIFIC LLC	E-257 REPAIRS	18,719.33
41409	01/16/2025	FLEET MAINTENANCE	Fleet Maintenance	CUMMINS PACIFIC LLC	#3003 REPAIRS	3,394.38
41410	01/21/2025	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 12/24	14,395.79
41411	01/21/2025	HR/RISK MGT	PD Operations	BIANCHI, BRANDON	TUITION REIMBURSEMENT	459.00
41412	01/21/2025	PARKS ADMINISTRATION	Sports Programs	J & D MANUFACTURING	SOFTBALL SHIRTS	306.30
41413	01/21/2025	ENGINEERING	Sewer Capital Outlay	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	SS14 PECAN SEWER EMERGENCY 2024	2,500.00
41414	01/21/2025	ENGINEERING	Sewer Capital Outlay	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	2024 SEWER EMERGENCY	3,975.00
41414	01/21/2025	ENGINEERING	Sewer Capital Outlay	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	2024 SEWER EMERGENCY	10,240.00
41415	01/21/2025	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 12/24	109,049.76
41415	01/21/2025	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR 12/24	67,550.07
41416	01/21/2025	CITY ADMIN	Central Admin	CRISCOM PUBLIC RELATIONS, INC.	CONSULTANT SERVICES	4,000.00
41417	01/21/2025	FLEET MAINTENANCE	Fleet Maintenance	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	957.47
41417	01/21/2025	FLEET MAINTENANCE	TRANS - FIXED	O'REILLY AUTOMOTIVE STORES, INC.	MISC REPAIR PARTS	485.74
41418	01/21/2025	FINANCE	Finance	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: FINANCE DIRECTOR	3,781.25
41419	01/21/2025	CITY COUNCIL	City Council	OTP - FINANCE	PER DIEM - LOCC MAYOR/COUNCILMEMBER ACADEMY	301.00
41420	01/24/2025	ENGINEERING	Sewer Capital Outlay	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	SS14 Pecan Sewer 2024 Emergency	24,084.60
41421	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES NOV THRU DEC 2024	457.50
41422	01/24/2025	PARKS	Parks	ELITE MAINTENANCE AND TREE SERVICE	GROUP 2 NON-MEDIAN LANDSCAPE MAINTENANCE	5,678.40
41422	01/24/2025	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	GROUP 3 MEDIAN LANDSCAPE MAINTENANCE	12,560.80
41422	01/24/2025	PARKS	Parking Dist Operation	ELITE MAINTENANCE AND TREE SERVICE	GROUP 1 DOWNTOWN LANDSCAPE MAINTENANCE	509.60
41423	01/24/2025	FINANCE	MEAS K - FIRE	HINDERLITER, DE LLAMAS AND ASSOCIATES	2ND QTR FY 24/25 TRANSACTION TAX	300.00
41423	01/24/2025	FINANCE	MEAS K - PD	HINDERLITER, DE LLAMAS AND ASSOCIATES	2ND QTR FY 24/25 TRANSACTION TAX	300.00
41424	01/24/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 12/16/24-12/31/24	207.87
41424	01/24/2025	FIRE	Fire	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 12/01/24-12/15/24	318.17
41424	01/24/2025	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	2,119.17
41424	01/24/2025	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	51.51
41424	01/24/2025	PW ADMIN	Animal Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	255.60
41424	01/24/2025	PW ADMIN	Building	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	41.56
41424	01/24/2025	PW ADMIN	Code Enforcement	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	195.06
41424	01/24/2025	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	93.64
41424	01/24/2025	PW ADMIN	Engineering	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	73.32
41424	01/24/2025	PW ADMIN	Facilities Maintenance	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	64.38
41424	01/24/2025	PW ADMIN	Fleet Motor Pool	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	33.37
41424	01/24/2025	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	316.94
41424	01/24/2025	PW ADMIN	LMD Services	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	777.22
41424	01/24/2025	PW ADMIN	Parks	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	884.69
41424	01/24/2025	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	1,156.53
41424	01/24/2025	PW ADMIN	Sewer Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	346.83
41424	01/24/2025	PW ADMIN	Street Cleaning	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	1,806.57
41424	01/24/2025	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	2,612.90
41424	01/24/2025	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	2,377.36
41424	01/24/2025	PW ADMIN	Water Mtnc/Operations	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	736.06

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41424	01/24/2025	PW ADMIN	Water Quality Control	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	149.65
41424	01/24/2025	PW ADMIN	MEAS K - PD	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 12/15/24 - 12/31/24	6,568.02
41424	01/24/2025	WWTP	WWTP	VAN DE POL ENTERPRISES, INC.	WWTP PROPANE	8,870.21
41425	01/24/2025	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	6,226.00
41426	01/24/2025	HR/RISK MGT	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	BENEFITS BROKER SERVICES	3,750.00
41427	01/24/2025	CDBG CULTURAL/ACADEMIC	CDBG Public Services	OLIVE CHARITABLE ORGANIZATION	CDBG 24/25 - BENNET HOUSE Q2 THIRD INVOICE	521.65
41428	01/24/2025	ENGINEERING	Sewer Capital Outlay	MKN & ASSOCIATES	ENGINEERING PROFESSIONAL SVS - AVE 13 SEWER REHA	10,472.27
41429	01/24/2025	FINANCE	WWTP Bond Admin	HAWKINS DELAFIELD & WOOD LLP	WATER/WASTEWATER REV REFUNDING BOND-SERIES 2C	1,100.00
41430	01/24/2025	FINANCE	AIRPORT OPS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	63.45
41430	01/24/2025	FINANCE	Central Admin	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	136.52
41430	01/24/2025	FINANCE	Comm & Rec Centers	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	535.52
41430	01/24/2025	FINANCE	COMPUTER MAINT	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	14.00
41430	01/24/2025	FINANCE	Engineering	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	99.44
41430	01/24/2025	FINANCE	Facilities Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	557.72
41430	01/24/2025	FINANCE	Fleet Maintenance	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	748.08
41430	01/24/2025	FINANCE	Parks	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	672.20
41430	01/24/2025	FINANCE	STREETS	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	778.52
41430	01/24/2025	FINANCE	Sewer Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	284.98
41430	01/24/2025	FINANCE	Street Cleaning	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	69.52
41430	01/24/2025	FINANCE	UB - Water	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	45.48
41430	01/24/2025	FINANCE	Water Mtnc/Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	595.64
41430	01/24/2025	FINANCE	Water Quality Control	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	175.52
41430	01/24/2025	FINANCE	WWTP	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	1,227.60
41430	01/24/2025	FINANCE	PD Operations	PRUDENTIAL OVERALL SUPPLY	UNIFORM SERVICES 11/24	136.24
41431	01/24/2025	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	39.00
41431	01/24/2025	PW ADMIN	Central Admin	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	39.00
41431	01/24/2025	PW ADMIN	Comm & Rec Centers	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	351.00
41431	01/24/2025	PW ADMIN	Engineering	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	78.00
41431	01/24/2025	PW ADMIN	Fire	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	117.00
41431	01/24/2025	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	78.00
41431	01/24/2025	PW ADMIN	Parks	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	39.00
41431	01/24/2025	PW ADMIN	Sewer Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	19.50
41431	01/24/2025	PW ADMIN	Water Mtnc/Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	19.50
41431	01/24/2025	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	39.00
41431	01/24/2025	PW ADMIN	PD Operations	EAGLESHIELD PEST CONTROL	PEST CONTROL SERVICES 12/24	39.00
41432	01/24/2025	STREETS	STREETS	ADVANCED CAREER INSTITUTE	PROFESSIONAL TRUCK DRIVER TRAINING - URANGO	4,612.50
41432	01/24/2025	STREETS	STREETS	ADVANCED CAREER INSTITUTE	PROFESSIONAL TRUCK DRIVER CD3 TRAINING - MYERS	4,005.00
41433	01/24/2025	WWTP	WWTP	MECHANICAL ANALYSIS REPAIR INC.	PRIMARY CLARIFIER GEAR BOX #3	5,863.98
41434	01/24/2025	PARKS	Parks	B SAFE PLAYGROUND INSPECTION SERVICES INC.	SUNRISE ROTARY NEW PLAYGROUND INSPECTION	1,050.00
41435	01/24/2025	FINANCE	AIRPORT OPS	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	1,258.20
41435	01/24/2025	FINANCE	Aquatics Programs	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	243.40
41435	01/24/2025	FINANCE	Central Admin	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	394.34
41435	01/24/2025	FINANCE	Comm & Rec Centers	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	1,817.59
41435	01/24/2025	FINANCE	DRAINAGE	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	715.72
41435	01/24/2025	FINANCE	Engineering	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	147.21
41435	01/24/2025	FINANCE	Facilities Maintenance	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	9,168.61
41435	01/24/2025	FINANCE	Fire	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	857.86

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41435	01/24/2025	FINANCE	INTERMODAL BLDG	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	423.66
41435	01/24/2025	FINANCE	Parks	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	1,118.40
41435	01/24/2025	FINANCE	Recreation	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	9.38
41435	01/24/2025	FINANCE	Sewer Mtnc/Operations	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	714.66
41435	01/24/2025	FINANCE	Sr Citizen Community Serv	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	23.92
41435	01/24/2025	FINANCE	Water Mtnc/Operations	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	17,570.21
41435	01/24/2025	FINANCE	WWTP	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	8,838.91
41435	01/24/2025	FINANCE	MEAS K - PD	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	232.21
41435	01/24/2025	FINANCE	PD Operations	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	1,389.65
41435	01/24/2025	FINANCE	Parking Dist Operation	JONES HALL, A PROFESSIONAL LAW CORPORATION	RENEWABLE ENERGY PROJECTS LEGAL SERVICES	76.07
41436	01/24/2025	RECREATION	Aquatics Programs	DANIEL AND APRIL RENTERIA	POOL LEAK DETECTION TESTING	350.00
41437	01/24/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	864.00
41437	01/24/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	3,303.01
41437	01/24/2025	WATER QUALITY CONTROL	Water Quality Control	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	1,824.00
41438	01/24/2025	FINANCE	Building	AT&T	12/24 CALNET SERVICES 9391031577	60.64
41438	01/24/2025	FINANCE	Building	AT&T	12/24 CALNET SERVICES 9391031559	18.67
41438	01/24/2025	FINANCE	Building	AT&T	12/24 CALNET SERVICES 9391026390	34.91
41438	01/24/2025	FINANCE	City Attorney	AT&T	12/24 CALNET SERVICES 9391031577	17.29
41438	01/24/2025	FINANCE	City Attorney	AT&T	12/24 CALNET SERVICES 9391031559	7.00
41438	01/24/2025	FINANCE	City Attorney	AT&T	12/24 CALNET SERVICES 9391026390	9.95
41438	01/24/2025	FINANCE	City Attorney	AT&T	12/24 CALNET SERVICES 9391026388	65.06
41438	01/24/2025	FINANCE	City Clerk's Office	AT&T	12/24 CALNET SERVICES 9391031577	17.29
41438	01/24/2025	FINANCE	City Clerk's Office	AT&T	12/24 CALNET SERVICES 9391031559	4.67
41438	01/24/2025	FINANCE	City Clerk's Office	AT&T	12/24 CALNET SERVICES 9391026390	9.95
41438	01/24/2025	FINANCE	Code Enforcement	AT&T	12/24 CALNET SERVICES 9391026413	65.16
41438	01/24/2025	FINANCE	Comm & Rec Centers	AT&T	12/24 CALNET SERVICES 9391026392	65.78
41438	01/24/2025	FINANCE	Comm & Rec Centers	AT&T	12/24 CALNET SERVICES 9391026391	316.06
41438	01/24/2025	FINANCE	COMPUTER MAINT	AT&T	12/24 CALNET SERVICES 9391031577	34.64
41438	01/24/2025	FINANCE	COMPUTER MAINT	AT&T	12/24 CALNET SERVICES 9391031559	2.33
41438	01/24/2025	FINANCE	COMPUTER MAINT	AT&T	12/24 CALNET SERVICES 9391026390	19.94
41438	01/24/2025	FINANCE	Engineering	AT&T	12/24 CALNET SERVICES 9391031577	121.28
41438	01/24/2025	FINANCE	Engineering	AT&T	12/24 CALNET SERVICES 9391031559	35.00
41438	01/24/2025	FINANCE	Engineering	AT&T	12/24 CALNET SERVICES 9391026390	69.81
41438	01/24/2025	FINANCE	Facilities Maintenance	AT&T	12/24 CALNET SERVICES 9391026394	25.28
41438	01/24/2025	FINANCE	Facilities Maintenance	AT&T	12/24 CALNET SERVICES 9391031564	27.44
41438	01/24/2025	FINANCE	Finance	AT&T	12/24 CALNET SERVICES 9391031577	95.29
41438	01/24/2025	FINANCE	Finance	AT&T	12/24 CALNET SERVICES 9391031559	23.33
41438	01/24/2025	FINANCE	Finance	AT&T	12/24 CALNET SERVICES 9391026390	54.85
41438	01/24/2025	FINANCE	Fleet Maintenance	AT&T	12/24 CALNET SERVICES 9391026394	16.88
41438	01/24/2025	FINANCE	Fleet Maintenance	AT&T	12/24 CALNET SERVICES 9391031564	18.29
41438	01/24/2025	FINANCE	GRANT OVERSIGHT	AT&T	12/24 CALNET SERVICES 9391031577	34.64
41438	01/24/2025	FINANCE	GRANT OVERSIGHT	AT&T	12/24 CALNET SERVICES 9391031559	11.67
41438	01/24/2025	FINANCE	GRANT OVERSIGHT	AT&T	12/24 CALNET SERVICES 9391026390	19.94
41438	01/24/2025	FINANCE	HR/RISK MGT	AT&T	12/24 CALNET SERVICES 9391031577	25.94
41438	01/24/2025	FINANCE	HR/RISK MGT	AT&T	12/24 CALNET SERVICES 9391031559	7.00
41438	01/24/2025	FINANCE	HR/RISK MGT	AT&T	12/24 CALNET SERVICES 9391026390	14.93
41438	01/24/2025	FINANCE	Parks	AT&T	12/24 CALNET SERVICES 9391026412	164.77

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41438	01/24/2025	FINANCE	Parks Administration	AT&T	12/24 CALNET SERVICES 9391031580	292.29
41438	01/24/2025	FINANCE	Planning	AT&T	12/24 CALNET SERVICES 9391031577	43.29
41438	01/24/2025	FINANCE	Planning	AT&T	12/24 CALNET SERVICES 9391031559	11.67
41438	01/24/2025	FINANCE	Planning	AT&T	12/24 CALNET SERVICES 9391026390	24.92
41438	01/24/2025	FINANCE	STREETS	AT&T	12/24 CALNET SERVICES 9391026394	42.16
41438	01/24/2025	FINANCE	STREETS	AT&T	12/24 CALNET SERVICES 9391031564	45.76
41438	01/24/2025	FINANCE	Sewer Mtnc/Operations	AT&T	12/24 CALNET SERVICES 9391026394	29.49
41438	01/24/2025	FINANCE	Sewer Mtnc/Operations	AT&T	12/24 CALNET SERVICES 9391031564	32.01
41438	01/24/2025	FINANCE	Sewer Mtnc/Operations	AT&T	12/24 CALNET SERVICES 9391031570	192.30
41438	01/24/2025	FINANCE	Sewer Mtnc/Operations	AT&T	12/24 CALNET SERVICES 9391026410	63.99
41438	01/24/2025	FINANCE	SOLID WASTE	AT&T	12/24 CALNET SERVICES 9391026394	33.71
41438	01/24/2025	FINANCE	SOLID WASTE	AT&T	12/24 CALNET SERVICES 9391031564	36.65
41438	01/24/2025	FINANCE	Sr Citizen Community Serv	AT&T	12/24 CALNET SERVICES 9391026415	70.75
41438	01/24/2025	FINANCE	UB - Garbage	AT&T	12/24 CALNET SERVICES 9391026394	8.43
41438	01/24/2025	FINANCE	UB - Garbage	AT&T	12/24 CALNET SERVICES 9391031564	9.15
41438	01/24/2025	FINANCE	UB - Garbage	AT&T	12/24 CALNET SERVICES 9391031577	28.16
41438	01/24/2025	FINANCE	UB - Garbage	AT&T	12/24 CALNET SERVICES 9391031559	6.22
41438	01/24/2025	FINANCE	UB - Garbage	AT&T	12/24 CALNET SERVICES 9391026390	16.21
41438	01/24/2025	FINANCE	UB - Sewer	AT&T	12/24 CALNET SERVICES 9391026394	8.43
41438	01/24/2025	FINANCE	UB - Sewer	AT&T	12/24 CALNET SERVICES 9391031564	9.15
41438	01/24/2025	FINANCE	UB - Sewer	AT&T	12/24 CALNET SERVICES 9391031577	28.15
41438	01/24/2025	FINANCE	UB - Sewer	AT&T	12/24 CALNET SERVICES 9391031559	6.22
41438	01/24/2025	FINANCE	UB - Sewer	AT&T	12/24 CALNET SERVICES 9391026390	16.20
41438	01/24/2025	FINANCE	UB - Water	AT&T	12/24 CALNET SERVICES 9391026394	16.88
41438	01/24/2025	FINANCE	UB - Water	AT&T	12/24 CALNET SERVICES 9391031564	18.32
41438	01/24/2025	FINANCE	UB - Water	AT&T	12/24 CALNET SERVICES 9391031577	56.41
41438	01/24/2025	FINANCE	UB - Water	AT&T	12/24 CALNET SERVICES 9391031559	12.44
41438	01/24/2025	FINANCE	UB - Water	AT&T	12/24 CALNET SERVICES 9391026393	97.12
41438	01/24/2025	FINANCE	UB - Water	AT&T	12/24 CALNET SERVICES 9391026390	32.47
41438	01/24/2025	FINANCE	Water Mtnc/Operations	AT&T	12/24 CALNET SERVICES 9391026394	37.92
41438	01/24/2025	FINANCE	Water Mtnc/Operations	AT&T	12/24 CALNET SERVICES 9391031564	41.16
41438	01/24/2025	FINANCE	Water Quality Control	AT&T	12/24 CALNET SERVICES 9391026394	16.88
41438	01/24/2025	FINANCE	Water Quality Control	AT&T	12/24 CALNET SERVICES 9391031564	18.29
41438	01/24/2025	FINANCE	WWTP	AT&T	12/24 CALNET SERVICES 9391026394	25.28
41438	01/24/2025	FINANCE	WWTP	AT&T	12/24 CALNET SERVICES 9391031564	27.44
41438	01/24/2025	FINANCE	City Manager	AT&T	12/24 CALNET SERVICES 9391031577	17.29
41438	01/24/2025	FINANCE	City Manager	AT&T	12/24 CALNET SERVICES 9391031559	9.33
41438	01/24/2025	FINANCE	City Manager	AT&T	12/24 CALNET SERVICES 9391026390	9.95
41438	01/24/2025	FINANCE	Purchasing	AT&T	12/24 CALNET SERVICES 9391026394	25.28
41438	01/24/2025	FINANCE	Purchasing	AT&T	12/24 CALNET SERVICES 9391031564	27.44
41438	01/24/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391031579	577.19
41438	01/24/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391026411	147.93
41438	01/24/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391031561	118.05
41438	01/24/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391020514	155.55
41438	01/24/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391026414	386.71
41439	01/24/2025	FINANCE	Aquatics Programs	AT&T	12/24 CALNET SERVICES 9391026397	31.33
41439	01/24/2025	FINANCE	Building	AT&T	12/24 CALNET SERVICES 9391026407	31.53

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41439	01/24/2025	FINANCE	Central Admin	AT&T	12/24 CALNET SERVICES 9391026406	31.21
41439	01/24/2025	FINANCE	Finance	AT&T	12/24 CALNET SERVICES 9391026406	31.22
41439	01/24/2025	FINANCE	Fire	AT&T	12/24 CALNET SERVICES 9391026402	31.53
41439	01/24/2025	FINANCE	HR/RISK MGT	AT&T	12/24 CALNET SERVICES 9391026400	32.77
41439	01/24/2025	FINANCE	Sr Citizen Community Serv	AT&T	12/24 CALNET SERVICES 9391026389	32.89
41439	01/24/2025	FINANCE	Sr Citizen Community Serv	AT&T	12/24 CALNET SERVICES 9391026395	32.89
41439	01/24/2025	FINANCE	WWTP	AT&T	12/24 CALNET SERVICES 9391026405	2.35
41439	01/24/2025	FINANCE	WWTP	AT&T	12/24 CALNET SERVICES 9391026417	42.57
41439	01/24/2025	FINANCE	PD Operations	AT&T	12/24 CALNET SERVICES 9391026409	33.18
41440	01/24/2025	ENGINEERING	Engineering	AMERICAN BUSINESS MACHINES	01/25 ENGINEERING PLOTTER LEASE	160.00
41441	01/24/2025	PD OPERATIONS	PD Operations	ARNOLD, JOSIAH	TUITION REIMBURSEMENT	1,887.00
41442	01/24/2025	WATER QUALITY CONTROL	Water Quality Control	BSK ASSOCIATES	WEEKLY SAMPLING	1,017.64
41443	01/24/2025	FINANCE	CFD Debt Fund - 2006 Bon	BANK OF NEW YORK MELLON	CFD 2006-1 SPECIAL TAX BONDS SERIES 2018	1,600.00
41444	01/24/2025	RECREATION	Sports Programs	BSN SPORTS	SOFTBALL EQUIPMENT	197.43
41445	01/24/2025	HR/RISK MGT	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT LIVESCAN	192.00
41446	01/24/2025	PD OPERATIONS	PD Operations	CHIARAMONTE, GIACHINO	PER DIEM - 2025 SHOT SHOW	494.50
41447	01/24/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 11/24	63.70
41447	01/24/2025	FINANCE	Building	COMCAST	CITY INTERNET CONNECTION 12/24	63.70
41447	01/24/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 11/24	18.85
41447	01/24/2025	FINANCE	City Attorney	COMCAST	CITY INTERNET CONNECTION 12/24	18.85
41447	01/24/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 11/24	18.98
41447	01/24/2025	FINANCE	City Clerk's Office	COMCAST	CITY INTERNET CONNECTION 12/24	18.98
41447	01/24/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 11/24	135.46
41447	01/24/2025	FINANCE	Code Enforcement	COMCAST	CITY INTERNET CONNECTION 12/24	135.46
41447	01/24/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 11/24	90.61
41447	01/24/2025	FINANCE	Comm & Rec Centers	COMCAST	CITY INTERNET CONNECTION 12/24	90.61
41447	01/24/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 11/24	36.92
41447	01/24/2025	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 12/24	36.92
41447	01/24/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 11/24	126.36
41447	01/24/2025	FINANCE	Engineering	COMCAST	CITY INTERNET CONNECTION 12/24	126.36
41447	01/24/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 11/24	27.82
41447	01/24/2025	FINANCE	Facilities Maintenance	COMCAST	CITY INTERNET CONNECTION 12/24	27.82
41447	01/24/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 11/24	99.58
41447	01/24/2025	FINANCE	Finance	COMCAST	CITY INTERNET CONNECTION 12/24	99.58
41447	01/24/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 11/24	18.98
41447	01/24/2025	FINANCE	Fleet Maintenance	COMCAST	CITY INTERNET CONNECTION 12/24	18.98
41447	01/24/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 11/24	36.92
41447	01/24/2025	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 12/24	36.92
41447	01/24/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 11/24	36.92
41447	01/24/2025	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 12/24	36.92
41447	01/24/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 11/24	45.76
41447	01/24/2025	FINANCE	Parks	COMCAST	CITY INTERNET CONNECTION 12/24	45.76
41447	01/24/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 11/24	36.79
41447	01/24/2025	FINANCE	Parks Administration	COMCAST	CITY INTERNET CONNECTION 12/24	36.79
41447	01/24/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 11/24	45.50
41447	01/24/2025	FINANCE	Planning	COMCAST	CITY INTERNET CONNECTION 12/24	45.50
41447	01/24/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 11/24	45.76

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41447	01/24/2025	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 12/24	45.76
41447	01/24/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 11/24	54.73
41447	01/24/2025	FINANCE	Recreation	COMCAST	CITY INTERNET CONNECTION 12/24	54.73
41447	01/24/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 11/24	32.37
41447	01/24/2025	FINANCE	Sewer Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 12/24	32.37
41447	01/24/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 11/24	36.79
41447	01/24/2025	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 12/24	36.79
41447	01/24/2025	FINANCE	Sr Citizen Community Serv	COMCAST	CITY INTERNET CONNECTION 11/24	36.79
41447	01/24/2025	FINANCE	Sr Citizen Community Serv	COMCAST	CITY INTERNET CONNECTION 12/24	36.79
41447	01/24/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 11/24	30.16
41447	01/24/2025	FINANCE	UB - Garbage	COMCAST	CITY INTERNET CONNECTION 12/24	30.16
41447	01/24/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 11/24	30.16
41447	01/24/2025	FINANCE	UB - Sewer	COMCAST	CITY INTERNET CONNECTION 12/24	30.16
41447	01/24/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 11/24	59.28
41447	01/24/2025	FINANCE	UB - Water	COMCAST	CITY INTERNET CONNECTION 12/24	59.28
41447	01/24/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 11/24	41.34
41447	01/24/2025	FINANCE	Water Mtnc/Operations	COMCAST	CITY INTERNET CONNECTION 12/24	41.34
41447	01/24/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 11/24	18.98
41447	01/24/2025	FINANCE	Water Quality Control	COMCAST	CITY INTERNET CONNECTION 12/24	18.98
41447	01/24/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 11/24	27.82
41447	01/24/2025	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 12/24	27.82
41447	01/24/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 11/24	18.85
41447	01/24/2025	FINANCE	City Manager	COMCAST	CITY INTERNET CONNECTION 12/24	18.85
41447	01/24/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 11/24	27.82
41447	01/24/2025	FINANCE	Purchasing	COMCAST	CITY INTERNET CONNECTION 12/24	27.82
41448	01/24/2025	FINANCE	COMPUTER MAINT	COMCAST	12/25 SVS 8155500320322006	176.26
41448	01/24/2025	FINANCE	PD Operations	COMCAST	01/25 SVS 8155500320092096	144.55
41449	01/24/2025	HR/RISK MGT	Facilities Maintenance	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MI	PRE-EMPLOYMENT SVS & AUDIOGRAM	71.00
41449	01/24/2025	HR/RISK MGT	HR/RISK MGT	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MI	PRE-EMPLOYMENT SVS & AUDIOGRAM	479.00
41449	01/24/2025	HR/RISK MGT	STREETS	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MI	PRE-EMPLOYMENT SVS & AUDIOGRAM	71.00
41450	01/24/2025	GRANTS	INTERMODAL BLDG	DIAMOND COMMUNICATIONS	JAN 2024 TRANSIT FIRE ALARM MONITORINGJ	80.00
41450	01/24/2025	WWTP	WWTP	DIAMOND COMMUNICATIONS	ALARM MONITORING - WWTP	1,080.00
41450	01/24/2025	COMM & REC CENTERS	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PAN AM	36.00
41450	01/24/2025	COMM & REC CENTERS	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONITORING ALARM REPORTS - PAN AM	135.00
41450	01/24/2025	COMM & REC CENTERS	Comm & Rec Centers	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	471.00
41450	01/24/2025	COMM & REC CENTERS	Comm & Rec Centers	DIAMOND COMMUNICATIONS	MONTHLY ALARM REPORT - FRANK BERGON	135.00
41451	01/24/2025	WWTP	WWTP	ENVIRONMENTAL RESOURCE ASSOCIATES	LAB PROFICIENCY TEST	644.93
41452	01/24/2025	BUILDING	Building	FIRE SAFETY SOLUTIONS, INC.	FIRE PROTECTION SVS 12/16/24 - 12/31/24	3,360.00
41453	01/24/2025	PD OPERATIONS	PD Operations	FRESNO CITY COLLEGE	ACADEMY INSTRUCTOR CERTIFICATION COURSE REG	119.00
41454	01/24/2025	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	DEC 2024 POWER SWEEPING	402.50
41454	01/24/2025	GRANTS	Parking Dist Operation	GUARDIAN WESTERN SWEEPING INC.	DEC 2024 POWER SWEEPING	402.50
41455	01/24/2025	INFORMATION SERVICES	Computer Replacement	INSIGHT PUBLIC SECTOR	APC SMART-UPS	2,122.71
41455	01/24/2025	INFORMATION SERVICES	Computer Replacement	INSIGHT PUBLIC SECTOR	MICROSOFT COMPLETE SW	732.09
41456	01/24/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL BULBS	487.13
41456	01/24/2025	FACILITIES	Facilities Maintenance	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	3,152.24
41457	01/24/2025	CENTRAL ADMINISTRATION	Central Admin	LEAGUE OF CALIFORNIA CITIES	2025 CAL CITIES MEMBERSHIP DUES	22,794.00
41458	01/24/2025	FLEET ACQUISITION	Fleet Maintenance	LEHR AUTO ELECTRIC	PD PATROL UNIT #6040 UPFIT PARTS	1,128.41

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41458	01/24/2025	FLEET ACQUISITION	Fleet Acquisition	LEHR AUTO ELECTRIC	PD PATROL UNIT #6040 UPFIT PARTS	5,714.07
41459	01/24/2025	FINANCE	INTERMODAL BLDG	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	34.25
41459	01/24/2025	FINANCE	Successor Agency Admin	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	113.69
41459	01/24/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/25 UTILITY SERVICES 3040441	113.11
41459	01/24/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/25 UTILITY SERVICES 3040421	51.02
41459	01/24/2025	GRANTS	INTERMODAL BLDG	CITY OF MADERA	01/25 UTILITY SERVICES 3040431	104.18
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 10000280	200.00
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 6460146	200.00
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	TOILET & INSTALL REBATE - 6530054	200.00
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 8231001	200.00
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	RAIN BARREL REBATE - 9916396	134.30
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9919651	200.00
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9897117	200.00
41459	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 9897117	81.34
41460	01/24/2025	FINANCE	Successor Agency Admin	MADERA CHAMBER OF COMMERCE	2025 MEMBERSHIP DUES	250.00
41461	01/24/2025	CDBG CULTURAL/ACADEMIC	CDBG Public Services	MADERA COALITION FOR COMM JUSTICE	CDBG 24/25 Q1 MCCJ YOUTH ENVIRONMENT STEWARDS	2,500.00
41462	01/24/2025	UB - WATER	PD Operations	MADERA COUNTY TREASURER	COUNTY'S PORTION PARKING PENALTIES PAID 11/24	307.00
41463	01/24/2025	ANIMAL CONTROL	Animal Control	MADERA COUNTY	ANIMAL SERVICES FY 24/25	182,326.00
41464	01/24/2025	CITY ADMIN	Community Promo	MADERA COUNTY E D C	EDC 2ND QTR FY 24-25 CONTRIBUTION	46,520.34
41465	01/24/2025	CITY CLERK'S OFFICE	City Clerk's Office	MADERA COUNTY RECORDERS OFFICE	ELECTION FOR MAYOR, DISTRICTS 2, 4, 6	76,434.35
41466	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	WATER CONNECTION INC.	NEW BACKFLOWS FOR PD	5,557.75
41467	01/24/2025	GRANTS	Permanent Local Housing A	MADERA RESCUE MISSION, INC.	DEC 2024 PLHA GRANT 2019 INVOICE	17,819.05
41468	01/24/2025	CITY CLERK'S OFFICE	City Clerk's Office	MADERA TRIBUNE	COUNCIL VACANCY DIST 1 AD	825.00
41469	01/24/2025	PD OPERATIONS	PD Operations	MADERA UNIFORM & ACCESSORIES	BATON, BATON HOLDER, AND LINER BELTS	233.33
41470	01/24/2025	ENGINEERING	LTF - Streets	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS	790.00
41471	01/24/2025	PD OPERATIONS	MEAS K - PD	OCCU-MED, LTD.	EXAM SERVICES	4,684.00
41472	01/24/2025	PARKS	Prop 68 Grant	O'DELL ENGINEERING, INC.	CONSULTING SVS OLIVE PARK 10/24/24 - 11/23/24	2,315.74
41472	01/24/2025	PARKS ADMINISTRATION	Special Legislative Grant	O'DELL ENGINEERING, INC.	CONSULTING SVS LTC PARK TRAILS 10/24/24 - 11/23/24	2,017.40
41473	01/24/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/24 SERVICE 3819620697-3	123.04
41473	01/24/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/24 SERVICE 8126770647-1	119.39
41473	01/24/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	19.42
41473	01/24/2025	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	98.35
41473	01/24/2025	FINANCE	Central Admin	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	231.32
41473	01/24/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	12/24 SERVICE 8307681856-2	1,485.39
41473	01/24/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	3,162.36
41473	01/24/2025	FINANCE	Comm & Rec Centers	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	3,683.73
41473	01/24/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	1,464.37
41473	01/24/2025	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	2,124.54
41473	01/24/2025	FINANCE	Engineering	PACIFIC GAS & ELECTRIC	12/24 SERVICE 2000655655-7	2,014.85
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 1715785853-5	1,761.06
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 1619119913-8	185.32
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 6690755760-8	121.71
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 8178280304-3	270.05
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 1598348280-1	119.05
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 5207933925-6	108.91
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 3499945233-6	121.22
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 3352588453-3	180.96

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	6,436.55
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	38,922.81
41473	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 9787342989-4	189.39
41473	01/24/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	642.23
41473	01/24/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	1,074.92
41473	01/24/2025	FINANCE	Fire	PACIFIC GAS & ELECTRIC	12/24 SERVICE 2173157566-4	2,694.68
41473	01/24/2025	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	1,425.27
41473	01/24/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	208.31
41473	01/24/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	5,857.64
41473	01/24/2025	FINANCE	Recreation	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	35.46
41473	01/24/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	896.18
41473	01/24/2025	FINANCE	Sewer Mtnc/Operations	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	3,110.07
41473	01/24/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	462.26
41473	01/24/2025	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	758.65
41473	01/24/2025	FINANCE	Sr Citizen Community Servi	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	7.85
41473	01/24/2025	FINANCE	Sr Citizen Community Servi	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	34.50
41473	01/24/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/24 SERVICE 3642526071-2	107.80
41473	01/24/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/24 SERVICE 9172110863-6	12,727.00
41473	01/24/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/24 SERVICE 9651992016-7	295.27
41473	01/24/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/24 SERVICE 9109225160-1	642.20
41473	01/24/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	21,974.33
41473	01/24/2025	FINANCE	Water Mtnc/Operations	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	125,009.42
41473	01/24/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	22,769.34
41473	01/24/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	21.13
41473	01/24/2025	FINANCE	Zone 24 Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	10.22
41473	01/24/2025	FINANCE	Zone 26 Activities	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	11.77
41473	01/24/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	20.36
41473	01/24/2025	FINANCE	Zone 31A Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	30.78
41473	01/24/2025	FINANCE	Zone 20B Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	22.99
41473	01/24/2025	FINANCE	Zone 27B Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	11.20
41473	01/24/2025	FINANCE	Zone 2 Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	54.23
41473	01/24/2025	FINANCE	Zone 3 Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	40.69
41473	01/24/2025	FINANCE	Zone 31B Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	30.78
41473	01/24/2025	FINANCE	Zone 4 Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	9.86
41473	01/24/2025	FINANCE	Zone 6A Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	68.77
41473	01/24/2025	FINANCE	Zone 29C Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	11.53
41473	01/24/2025	FINANCE	Zone 8 Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	70.06
41473	01/24/2025	FINANCE	Zone 16 Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	23.45
41473	01/24/2025	FINANCE	Zone 13 Activities	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	155.98
41473	01/24/2025	FINANCE	PD Operations	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	5,067.35
41473	01/24/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	12/24 SERVICES 9920095153-3	95.47
41473	01/24/2025	FINANCE	Parking Dist Operation	PACIFIC GAS & ELECTRIC	11/24 SERVICES 3533032414-2	86.43
41474	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 7949615676-5	28.09
41474	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 7928098441-4	71.46
41474	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 4318089701-9	30.82
41474	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 5237156686-1	44.57
41474	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 1013877191-9	88.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41474	01/24/2025	FINANCE	Facilities Maintenance	PACIFIC GAS & ELECTRIC	12/24 SERVICE 5225647713-5	14.79
41474	01/24/2025	FINANCE	Parks	PACIFIC GAS & ELECTRIC	12/24 SERVICE 8675479583-8	61.37
41474	01/24/2025	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	12/24 SERVICE 1902328695-8	19.57
41474	01/24/2025	FINANCE	Zone 39 Activities	PACIFIC GAS & ELECTRIC	12/24 SERVICE 6948316261-1	24.34
41475	01/24/2025	UB - WATER	Finance	PHOENIX GROUP INFO SYS	NOVEMBER 2024 CITATIONS	361.01
41475	01/24/2025	UB - WATER	Parking Dist Operation	PHOENIX GROUP INFO SYS	NOVEMBER 2024 CITATIONS	11.17
41476	01/24/2025	PLANNING	Planning	PROVOST & PRITCHARD CONSULTING	11/24 PLANNING CONSULTING SERVICES	79,999.91
41477	01/24/2025	GRANTS	SB1-State of Good Repair	SAFETY NETWORK, INC.	TRANSIT ENHANCEMENTS - SIGNAGE	108.40
41478	01/24/2025	WATER MTNC/OPERATIONS	Sewer Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - N GATWAY DR ALLEY	3,252.80
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - KELSEY LN	1,983.68
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - MONOCOTT DR	1,349.12
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - SUNDANCE LN	1,349.12
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - VALLEY WAY	3,581.44
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - DELLAVALLE AVE	2,698.24
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - SHERWOOD WAY	1,507.76
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - N D ST	9,316.80
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - SONORA ST	3,878.72
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - PHILLIP ST	1,666.40
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - TORONADO DR	2,449.60
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - ACCORNERO ST	1,349.12
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - JULIUS AVE	1,428.44
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - JENNINGS ST	1,983.68
41478	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - N C ST	1,983.68
41479	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - VALLEY WAY	1,349.12
41479	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - RIVERVIEW DR	1,349.12
41479	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - DELLAVALLE AVE	1,746.40
41479	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - SANDLEWOOD DR	1,269.80
41479	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - NATIONAL AVE	1,349.12
41479	01/24/2025	WATER MTNC/OPERATIONS	Water Mtnc/Operations	SEAL RITE PAVING	ASPHALT PATCHES - MAINBERRY DR	1,349.12
41480	01/24/2025	WWTP	WWTP	SHAPE INC.	CENTRIFUGE SLUDGE PUMP	59,239.24
41481	01/24/2025	ENGINEERING	Engineering	SPARKLETTS	ENGINEERING DRINKING WATER	95.11
41482	01/24/2025	FLEET MAINTENANCE	PD Operations	SILVA'S AUTO BODY	UNIT #6020 ACCIDENT REPAIRS	5,000.00
41482	01/24/2025	FLEET MAINTENANCE	Insurance/Reimbursed Dar	SILVA'S AUTO BODY	UNIT #6020 ACCIDENT REPAIRS	11,933.23
41483	01/24/2025	INFORMATION SERVICES	Computer Replacement	SOUTHERN COMPUTER WAREHOUSE	PLATINUM LAPTOP	2,662.78
41483	01/24/2025	INFORMATION SERVICES	Computer Replacement	SOUTHERN COMPUTER WAREHOUSE	SURFACE DOCK STATION	218.19
41484	01/24/2025	SEWER MTNC/OPERATIONS	Sewer Mtnc/Operations	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FACILITY ID 555020051	25,571.00
41484	01/24/2025	DRAINAGE FLOOD CONTROL	DRAINAGE	STATE WATER RESOURCES CONTROL BOARD	PERMIT FEE FY 24/25	27,293.00
41485	01/24/2025	WATER QUALITY CONTROL	Water Quality Control	STATE WATER RESOURCES CONTROL BOARD	FY 24/25 WATER SYSTEM ANNUAL FEES	75,686.72
41486	01/24/2025	GRANTS	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	PEST CONTROL JAN 2025 MADERA TRANSIT CENTER	150.00
41487	01/24/2025	PD OPERATIONS	PD Operations	TRANSUNION RISK & ALTERNATIVE DATA SOL.	11/24 DATABASE ACCESS	214.00
41488	01/24/2025	FACILITIES	Facilities Maintenance	VILLA GARDENING SERVICE INC	TREE TRIMMING - MONOCOTT DR ST LIGHT	450.00
41488	01/24/2025	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	12/24 LAWN SERVICE - TRANSIT CENTER	500.00
41488	01/24/2025	PARKS	Parks	VILLA GARDENING SERVICE INC	TREE TRIMMING - CITY	4,300.00
41489	01/24/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	KB HOMES PLAN CHECK	2,831.25
41489	01/24/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	ADELL & D ST MAP CHECK	6,631.25
41489	01/24/2025	ENGINEERING	Engineering	YAMABE & HORN ENGINEERING	KB HOMES MAP & PLAN CHECK	5,108.75
41490	01/24/2025	STREETS	STREETS	OTP - FINANCE	DOT COMMERCIAL CERTIFICATION FEE	58.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
41491	01/24/2025	UB - WATER	PD Operations	OVERPAYMENTS	REFUND DUPLICATE PMT FOR PK42930	127.00
41492	01/24/2025	WATER MTNC/OPERATIONS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE (TR 24-24	2,835.00
41493	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC PAVILION 1008324.002	50.00
41494	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION 1007757.001	50.00
41495	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR BALL FIELD 1008808.002	50.00
41496	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - PAN AM PICNIC SHELTER 1007815.00	50.00
41497	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR PAVILION 1008880.002	50.00
41498	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC AREA 1 1008825.002	50.00
41499	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION 1008224.001	50.00
41500	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR PAVILION 1008327.002	50.00
41501	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC BALL FIELDS 1008903.002	50.00
41502	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR FIELD 1 1008760.002	50.00
41503	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION 1008169.001	50.00
41504	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC PICNIC AREA 1 & 2 1008212.001	50.00
41505	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - ROTARY PAVILION 1007750.001	50.00
41506	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC PICNIC AREA 1 1008863.002	50.00
41507	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC BALL FIELD 2 1008895.002	50.00
41508	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR FIELD 2 1008905.002	50.00
41509	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR PAVILION 1007869.001	50.00
41510	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR FIELD 5 1008894.002	50.00
41511	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR FIELD 3 1008716.002	50.00
41512	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR SOCCER FIELDS 1008460.002	50.00
41513	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR BALL FIELD 1008881.002	50.00
41514	01/24/2025	PARKS ADMINISTRATION	Parks	OTP- PARKS REFUNDS	REIMBURSE CANCELLED SPORT 1008924.002	520.00
41514	01/24/2025	PARKS ADMINISTRATION	Parks Administration	OTP- PARKS REFUNDS	REIMBURSE CANCELLED SPORT 1008924.002	25.00
41514	01/24/2025	PARKS ADMINISTRATION	Sports Programs	OTP- PARKS REFUNDS	REIMBURSE CANCELLED SPORT 1008924.002	100.00
41515	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - LTC AREA 2 1008852.002	50.00
41516	01/24/2025	PARKS ADMINISTRATION	General Trust Fund	OTP- PARKS REFUNDS	REFUND DEPOSIT - MSR BALL FIELD 1008829.002	50.00
41517	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9922283	33.20
41518	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9923941 1248 MILOW	47.70
41519	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9925618	17.13
41520	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9922621 1364 STEVEN	257.10
41521	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9897282 596 GRENACHE	598.76
41522	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9900572 3025 DESERT RANCH	389.37
41523	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB 9914641 2713 DRIFTWOOD	379.55
41524	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9905203	58.13
41525	01/24/2025	UB - WATER	Water Fund	OTP- UB REFUNDS	UB TERM REFUND 9906546	81.80
614	01/06/2025	FINANCE	Sewer Fund	BANK OF NEW YORK MELLON	2015 WASTEWATER REV REF BOND PMT	226,764.17
615	01/06/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 01/03/25	14,006.56
616	01/06/2025	FINANCE	PAYROLL TRUST	NPC-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 01/03/25	1,872.38
617	01/07/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/07/25	1,427.44
618	01/07/2025	FINANCE	MEAS K - FIRE	BANK OF NEW YORK MELLON	2019 CFD LEASE REVENUE BOND PAYMENT	155,000.00
619	01/08/2025	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 01/08/25 PAYROLL	31,173.71
620	01/09/2025	FINANCE	WWTP Bond Admin	BBVA USA	2021 WASTEWATER REV REF BOND	59,514.95
621	01/09/2025	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	120.00
			BANK #1 - US BANK GENERAL ACCOUNT TOTAL			**$ 6,583,791.79**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-3

SUBJECT:

Appointment to the Americans with Disabilities Act (ADA) Advisory Council

RECOMMENDATION:

Adopt a resolution approving the appointment of Jack Porter to the ADA Advisory Council

SUMMARY:

The City of Madera ADA Advisory Council (MADAAC) was established by the City Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs, and infrastructure. MADAAC consists of seven members, with each member of the City Council making a nomination to be considered for appointment by the Mayor, subject to approval of the City Council by resolution. At this time, Mayor Gallegos has appointed Jack Porter to serve on MADAAC. The requested action is a resolution of the City Council to approve the appointment of Mr. Porter as the Mayor's appointment to MADAAC.

DISCUSSION:

MADAAC was formed to serve in an advisory capacity to the City Council and staff on matters relating to ADA. Their duties include the following.

1. Promote pedestrian safety and access to all public streets.
2. Promote ADA compliance in all public buildings and facilities, services, programs and activities.
3. Promote inclusion of the disabled community in the City's emergency and disaster preparedness plans.
4. Develop disability awareness and educational outreach programs.

5. Work with various City of Madera Departments to ensure that all public buildings and facilities, remodeled and newly constructed, are in compliance with current laws guaranteeing access for all people with disabilities.
6. Promote affordable and accessible housing in the community.
7. Work collaboratively with the City of Madera on recommendations regarding unmet transit needs.
8. Ensure ADA grievance procedures are followed and enforced.

MADAAC members are noted below in Table 1, with the individuals considered for approval of appointment indicated in bold text.

Table 1. MADAAC Membership

Applicant	*Nominating Councilmember*	*City Council District*
Jack Porter	Mayor Gallegos	At-large Mayor
Vacant	Councilmember Zacharia	District 1
Cynthia Ortegón	Mayor Pro Tem Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Sipho Munyaradzi	Councilwoman Evans	District 4
Gladys Marroquin	Councilwoman Mejia	District 5
Diana Robbins	Councilmember Villegas	District 6

At this time, the Mayor has appointed Jack Porter to serve as the mayoral appointment on MADAAC and is seeking approval from the City Council of the appointment. Mr. Porter has been serving as the District 1 appointment since August 2022. If approved, Mr. Porter will move from the District 1 representative to the Mayoral appointment representative. Per the Municipal Code, the appointment will be for a term matching the Mayor, or until a replacement is appointed. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to solicit additional volunteer applications for commission, board, and committee service.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Jack Porter

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF JACK PORTER TO THE CITY OF MADERA AMERICANS WITH DISABILITIES ACT ADVISORY COUNCIL

WHEREAS, the City of Madera has established an Americans with Disabilities Act Advisory Council (MADAAC) to serve in a volunteer capacity to fulfill the duties of the Advisory Council as provided in their adopted bylaws; and

WHEREAS, MADAAC is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Gallegos has appointed Jack Porter to MADAAC for a term concluding December 6, 2028, or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Jack Porter has expressed his desire to continue serving on MADAAC.

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

1. The above recitals are true and correct.

2. The Council approves the appointment of Jack Porter to MADAAC for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Jack Porter

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- [X] ADA Advisory Council
- [ ] Airport Advisory Commission
- [ ] Beautification Committee
- [ ] Civil Service Commission
- [ ] CDBG Block Grant Commission
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other: _____

Please type or print in ink.

PORTER | JACK | W

LAST NAME | FIRST NAME | M.I.

[redacted]

HOME ADDRESS | CITY, STATE, ZIP | HOME PHONE

[redacted]

MAILING ADDRESS | CITY, STATE ZIP | E-MAIL ADDRESS

BIG VALLEY NEWS | PUBLISHER | [redacted]

EMPLOYER | JOB TITLE | BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?
57 Years _____ Months	Yes _____ No X

Educational background:

MADERA HIGH GRAD 1977

MADERA COMMUNITY COLLEGE GRAD 2021

ATTENDING FRESNO STATE GRAD DATE 5/2023

Please list any organizations of which you are a member and any offices you have held in those organizations:

N/A

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

[redacted]

MADERA SOUTH HIGH School SCHOOL SITE COUNCIL SYNARC 4 YEARS AS CHAIR

I am interested in serving for the following reasons:

EQUAL ACCESS TO PUBLIC FACILITIES AS MY IMPAIRMENT TO MOVE.

References (optional):

WILLIAM MASK
RON SPIERS
RIGHT DOYTHALER
TYSON POGUE

[redacted]

6-27-2022
Date

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-4

SUBJECT:

Appointment to the Civil Service Commission

RECOMMENDATION:

Adopt a resolution approving the appointment of Dennis Smith the Civil Service Commission

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. At this time, Mayor Gallegos has appointed Dennis Smith to the Civil Service Commission. The requested action is to approve the appointment of Mr. Smith.

DISCUSSION:

The Commission is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including employee discipline, application of the City's Personnel Rules, and hiring practices. Pursuant to Municipal Code Section 2-2.303, the Commission is a seven (7) member body. Nominations of individuals to serve as Commissioners may be made by all members of the City Council. The Mayor then makes appointments from those nominated. The Mayor also makes a direct appointment. The Mayor's appointments must be approved by the City Council as a whole, with the resolution of appointment approved by at least four (4) members of the Council.

Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1. Civil Service Commission Appointments		
Commissioner	*Nominating Councilmember*	*City Council District*
Dennis Smith	Mayor Gallegos	At-large Mayor
Nick Salinas	Councilmember Zacharia (previously appointed by then-District 1 Councilwoman Gallegos)	District 1
Vacant	Mayor Pro Tem Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Shawn Griffin	Councilwoman Evans	District 4
Vacant	Councilwoman Mejia	District 5
Vacant	Councilmember Villegas	District 6

At this time, the Mayor is seeking approval from the City Council of her appointment of Dennis Smith. Mr. Smith has been serving on the Commission as the Mayoral appointment since October 2022. Per the Municipal Code, this appointment will be for a term matching the Mayor, or until a replacement is appointed. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Dennis Smith

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING DENNIS SMITH TO THE CITY OF MADERA CIVIL SERVICE COMMISSION

WHEREAS, the City of Madera has established a Civil Service Commission (Commission) to serve in a volunteer capacity to fulfill the duties of the Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

WHEREAS, the Commission is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Gallegos has appointed Dennis Smith to the Commission for a term concluding December 6, 2028, or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Dennis Smith desires to serve on the Commission.

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

1. The above recitals are true and correct.

2. Dennis Smith's appointment to the Civil Service Commission for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Dennis Smith

RECEIVED
OFFICE OF THE CITY CLERK

SEP 28 2022

BY

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council

_____ Airport Advisory Commission

_____ Beautification Committee

__X__ Civil Service Commission

_____ CDBG Block Grant Commission

_____ Loan Review Committee

_____ Planning Commission

_____ Transit Advisory Board

_____ Other: _____

Please type or print in ink.

SMITH	DENNIS	K.
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
[redacted]		
EMPLOYER	JOB TITLE	BUSINESS PHONE
[redacted]		

Length of residence in the City of Madera:	Have you ever been convicted of a felony?
62 Years _____ Months	Yes _____ No ✓

Educational background:

MADERA HIGH

FRESNO City College

Please list any organizations of which you are a member and any offices you have held in those organizations:

MADERA Kiwanis Club - PAST PRESIDENT
MADERA NOON ROTARY

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

City of MADERA ADA ADVISORY COUNCIL
Community Action PARTNERSHIP of MADERA County BOARD member
MADERA CHAMBER of Commerce BOARD of Directors

I am interested in serving for the following reasons:

GIVING BACK to OUR COMMUNITY

References (optional): MADERA Mayor SANTOS GARCIA

9-28-22
Date

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

REPORT TO CITY COUNCIL

Approved by:

_____

Will Tackett, Community Development Director

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-5

SUBJECT:

Appointment to the Planning Commission

RECOMMENDATION:

Adopt a resolution approving the appointment of Timothy Riche to the Planning Commission

SUMMARY:

The City of Madera Municipal Code provides that the City of Madera Planning Commission (Commission) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. At this time, Mayor Gallegos has appointed Timothy Riche to the Planning Commission. The requested action is to approve the appointment of Mr. Riche.

DISCUSSION:

The Commission is created in Chapter 1 of Title X of the City's Municipal Code (CMC). The Commission is responsible for approving, conditionally approving or denying applications for certain tentative subdivisions and various planning entitlements, the consideration of appeals of administrative actions, as well as providing recommendations and respective reports on legislative and quasi-judicial actions to the City Council.

Pursuant to CMC § 10-1.02, the Commission shall consist of seven members who shall be appointed as provided in Chapter 1 of Title X of the CMC. Each Council Member, inclusive of the Mayor, shall nominate one person for each of the seven member Commission. All nominees shall be appointed upon adoption of a resolution of appointment approved by at least four members of the Council.

Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1. Civil Service Commission Appointments		
Commissioner	*Nominating Councilmember*	*City Council District*
Timothy Riche	Mayor Gallegos	At-large Mayor
Robert Gran Jr.	Councilmember Zacharia (previously appointed by then-District 1 Councilwoman Gallegos)	District 1
Vacant (previously Councilmember Zacharia)	Mayor Pro Tem Rodriguez	District 2
Saim Mohammad	Councilmember Montes	District 3
Balwinder Singh	Councilwoman Evans	District 4
Joe Chavez Garcia	Councilwoman Mejia	District 5
Ramon Lopez-Maciel	Councilmember Villegas	District 6

At this time, the Mayor is seeking approval from the City Council of her appointment of Timothy Riche. Per the Municipal Code, this appointment will be for a term of four years or until the Council Member, inclusive of the Mayor, who nominated such Commissioner is no longer serving as a Council Member. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Timothy Riche

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING TIMOTHY RICHE TO THE CITY OF MADERA PLANNING COMMISSION

WHEREAS, the City of Madera has created a Planning Commission (Commission) to serve in a volunteer capacity to fulfill the duties of the Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

WHEREAS, the Commission is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Gallegos has appointed Timothy Riche to the Commission for a term concluding December 6, 2028 or as otherwise provided in the City Municipal Code; and

WHEREAS, Timothy Riche desires to serve on the Commission.

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

1. The above recitals are true and correct.

2. Timothy Riche's appointment to the Planning Commission for a term ending December 2028, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Timothy Riche

RECEIVED

JAN 23 2025

City of Madera
Office of the City Clerk
By: AGonzales

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

____ ADA Advisory Council	____ Airport Advisory Commission
____ Beautification Committee	____ Civil Service Commission
____ CDBG Block Grant Commission	____ Loan Review Committee
X Planning Commission	____ Transit Advisory Board
____ Other: _____	

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Richer	Timothy	B

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
3015 Mate Ave	Madera CA, 93637	

MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS

EMPLOYER	JOB TITLE	BUSINESS PHONE
MUSD	Work Experience Teacher	

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 31 Months ____	Yes ____ No X	Yes X No ____

Educational background:

BA - Mass Comm - CSUF

Masters Educational Leadership & Organization Fresno Pacific

Please list any organizations of which you are a member and any offices you have held in those organizations:

President - PBS-CAB Board; President MUSD Linkage Foundation; MCWFC Board; Olive Foundation Treasurer; Elder Valley West Christian Center

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

Madera ADA Commission - resigned 3 years ago because meeting times were not conducive to my job

I am interested in serving for the following reasons:

I want to make Madera a great city. It would be an honor to be able to help plan the future

References (optional):

Mayor CeCe Gallegos - Councilman Rohi Zacharia Kristin McteAna -

Date 1/21/25

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-6

SUBJECT:

Appointment to the Community Development Block Grant Commission

RECOMMENDATION:

Adopt a resolution approving the appointment of Candy Talley to the Block Grant Commission

SUMMARY:

The Community Development Block Grant (CDBG), Block Grant Commission (BGC) is comprised of seven (7) members. Each member of the City Council (Council) makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. At this time, Mayor Gallegos has appointed Candy Talley to the Block Grant Commission. The requested action is to approve the appointment of Mrs. Talley.

DISCUSSION:

The BGC serves in an advisory capacity to staff and Council on matters pertaining to the use of CDBG funds allocated annually to the City. Members of the BGC are responsible for ensuring that proposed funding are consistent with the priorities of the U.S Department of Housing and Urban Development. (HUD) and the Council-approved five-year City CDBG Consolidated Plan. Pursuant to Municipal Code 2-3.101 nominations of individuals to serve as Commissioners may be made by all members of the City Council. The Mayor then makes appointments from those nominated. The Mayor also makes a direct appointment. The Mayor's appointments must be approved by the City Council as a whole, with the resolution of appointment approved by at least four (4) members of the Council.

Block Grant Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1. Block Grant Commission Appointments		
Commissioner	*Nominating Councilmember*	*City Council District*
Candy Talley	Mayor Gallegos	At-large Mayor
Vacant	Councilmember Zacharia (previously appointed by then-District 1 Councilwoman Gallegos)	District 1
Alyssia Arredondo	Mayor Pro Tem Rodriguez	District 2
Stephanie Nathan	Councilmember Montes	District 3
DJ Becker	Councilwoman Evans	District 4
Olga P. Garcia	Previously appointed by then Councilmember Garcia	District 5
Dulce Arredondo	Councilmember Villegas	District 6

Ms. Talley has served as the District 1 nominee since March 2017. At this time, the Mayor is seeking approval from the City Council of the appointment of Candy Talley. Per the Municipal Code, this appointment will be for a term matching the Mayor, or until a replacement is appointed. The Mayor's Council term ends on December 6, 2028.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Candy Talley

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING CANDY TALLEY TO THE CITY OF MADERA BLOCK GRANT COMMISSION

WHEREAS, the City of Madera has established a Block Grant Commission (BGC to serve in a volunteer capacity to fulfill the duties of the Block Grant Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

WHEREAS, the Commission is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Gallegos has appointed Candy Talley to the Commission for a term concluding December 2028 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Candy Talley desires to serve on the Commission.

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

1. The above recitals are true and correct.

2. Candy Talley's appointment to the Block Grant Commission for a term ending December 2028, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Candy Talley

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- [ ] ADA Advisory Council
- [ ] Airport Advisory Commission
- [ ] Beautification Committee
- [ ] Civil Service Commission
- [X] CDBG Review and Advisory Committee
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other:_____

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Talley	Candy	E
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS candy.talley@sbcglobal.net
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
44 YEARS ____ MONTHS	[X] YES [ ] NO	[ ] YES [X] NO

EDUCATIONAL BACKGROUND:

Masters

City Clerk
Update 7/19/13

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

Rotary - presidat
Madera County Master Gardiners - presidat
Madera County Cemetary Dist. - Trustee, president
PEO, Camp Sierra Board, Madera Co. Board of Realtors Pres. & Treasurer

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

Planning Commission

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

Community Service

REFERENCES (Optional):

1/27/17
DATE

Cindy Talley
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

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

REPORT TO CITY COUNCIL

Approved by:
Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025
Agenda Number: B-7

SUBJECT:

Appointment to the Airport Advisory Commission

RECOMMENDATION:

Adopt a resolution approving the appointment of Jerry Holiday to the Airport Advisory Commission

SUMMARY:

The Rules of Procedure of the City of Madera Airport Advisory Commission (AAC) state that the Commission shall consist of 7 members who shall be appointed in accordance with Section 2-3.101 of the Madera Municipal Code. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. Mayor Gallegos has appointed Jerry Holiday to the Airport Advisory Commission. The requested action is to approve the appointment of Mr. Holiday.

DISCUSSION:

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

Commission members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1: *Airport Advisory Commission Appointments*		
Commissioner	*Nominating Councilmember*	*City Council District*
Jerry Holiday	Mayor Gallegos	At-large Mayor
Vacant	Councilmember Zacharia	District 1
Issa Zacharia	Mayor Pro Tem Rodriguez	District 2
Johanna Torres	Councilmember Montes	District 3
Stanley Mackey	Councilwoman Evans	District 4
Vacant	Councilwoman Mejia	District 5
Ramon Lopez-Maciel	Councilmember Villegas	District 6

At this time, the Mayor is seeking approval from the City Council of her appointment of Jerry Holiday. Mr. Holiday has been serving on the Commission as the previous District 1 appointment since March 2019. Per the Municipal Code, this appointment will be for a term matching the Mayor, or until a replacement is appointed. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Commission.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Jerry Holiday

Attachment 1: Resolution

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING JERRY HOLIDAY TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION

WHEREAS, the City of Madera has established an Airport Advisory Commission (Commission) to serve in a volunteer capacity to fulfill the duties of the Commission as identified in the City of Madera Personnel Rules and Regulations and City of Madera Municipal Code; and

WHEREAS, the Commission is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Gallegos has appointed Jerry Holiday to the Commission for a term concluding December 6, 2028 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Jerry Holiday desires to serve on the Commission.

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

1. The above recitals are true and correct.

2. Jerry Holiday's appointment to the Airport Advisory Commission for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code, is approved.

3. This resolution is effective immediately upon adoption.

* *

Attachment 2: Volunteer Application for Jerry Holiday

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

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

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Holiday	Jerry	L.

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]	Madera, 93637	[redacted]

MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
Same		

EMPLOYER	JOB TITLE	BUSINESS PHONE
Holidays auto specialties Inc.	Pres.	[redacted]

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
26 YEARS 9 MONTHS	☒ YES ☐ NO	☐ YES ☒ NO

EDUCATIONAL BACKGROUND:

High school

City Clerk
Update 7/19/13

Madera City Clerk
RECEIVED
By: [signature]
Date: 2/25/19

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

Madera County air crafters - Operations Officer.
Gideons International - Pres, V. Pres. Sec. - Local Treasurer - A worldwide bible distributing org.

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

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I am a pilot and very interested in the air port; as mentioned above a member of Madera county air crafters, which does a lot of training at the air port

REFERENCES (Optional):

2-22-19
DATE

Jerry Holiday
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

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

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-8

SUBJECT:

Amendments to the City of Madera Classification Plan

RECOMMENDATION:

Adopt a resolution amending the City of Madera Classification Plan to re-title the Neighborhood Preservation class series to Code Enforcement and approve a revised salary schedule reflecting the job title changes

SUMMARY:

All full-time positions in the City of Madera have an approved class specification (job description) adopted into the City's classification plan pursuant to the Personnel Rules and Regulations (Personnel Rules). Several years ago, the class series related to Code Enforcement was re-titled to Neighborhood Preservation. While this change was intended to soften the feel and perception of the position in the community, over time it has become apparent that the unit is generally referred to by both internal staff and the community at-large as Code Enforcement. For this reason, staff is proposing to change the to the job titles from Neighborhood Preservation Supervisor and Neighborhood Preservation Specialist I/II/III to Code Enforcement Supervisor and Code Enforcement Officer I/II/III, respectively. There are no proposed changes to pay ranges or essential functions of the job descriptions.

DISCUSSION:

The City maintains an adopted classification plan in accordance with its Personnel Rules. This classification plan consists of the City Council-approved job descriptions for all full-time positions of the City. From time to time this classification plan is amended for various reasons: addition of classifications, deletion of classifications, or modification to the existing job descriptions. The job descriptions for these approved classifications are drafted and maintained by the City's Human Resources Department (HR).

In 2006, the City re-titled the then Code Enforcement division to Neighborhood Preservation. Per the staff report at that time, this change was made to accurately reflect the role and responsibilities of the division. It has become apparent over time that while this title change may have made sense when approved, the division is a Code Enforcement division, is referred to as Code Enforcement both internally and externally, and requires Code Enforcement Officer certification from the State of California. For these reasons, staff is recommending the job titles for this class series be modified to Code Enforcement, specifically Code Enforcement Supervisor and Code Enforcement Officer I/II/III. There are no proposed changes to the essential functions of the affected positions or assigned pay ranges. A revised salary schedule is proposed for adoption with the resolution to recognize the title changes only and to comply with California regulations regarding publicly adopted pay schedules.

Both affected bargaining units, Mid Management Employee Group and Madera Affiliated City Employees' Association, were notified of the proposed title changes. No concerns were noted after confirmation that the proposal is a title change only for the positions.

FINANCIAL IMPACT:

There is no financial impact as this is a title change only with no change to the assigned pay ranges for the classifications being modified.

ALTERNATIVES:

Council could direct staff to modify the proposed job descriptions or engage in negotiations with the bargaining units and provide revised pay range assignments.

ATTACHMENTS:

1. Resolution amending the City of Madera Classification Plan and adopting a revised City of Madera Full Time Salary Schedule
    a. Exhibit A: Code Enforcement Supervisor job description
    b. Exhibit B: Code Enforcement Officer I job description
    c. Exhibit C: Code Enforcement Officer II job description
    d. Exhibit D: Code Enforcement Officer III job description
    e. Exhibit E: City of Madera Full Time Salary Schedule effective February 5, 2025

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN AND ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE FEBRUARY 5, 2025

WHEREAS, the City of Madera (the "City") has an established Classification Plan adopted by Resolution No. 00-13 which has been amended from time to time (hereafter "Classification Plan, as amended"); and

WHEREAS, the City desires to modify the Classification Plan, as amended, to better reflect the current needs of the organization by renaming the Neighborhood Preservation classification series to Code Enforcement; and

WHEREAS, job descriptions have been prepared for the applicable positions and reviewed by City staff and bargaining unit representatives.

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

1. The foregoing recitals are true and correct and are incorporated by reference.
2. Effective February 5, 2025, the City of Madera Employee Classification Plan, as amended, is amended as follows:
   a. By the modification of Neighborhood Preservation Supervisor to Code Enforcement Supervisor, attached as Exhibit A and incorporated herein; and
   b. By the modification of Neighborhood Preservation Specialist I to Code Enforcement Officer I, attached as Exhibit B and incorporated herein; and
   c. By the modification of Neighborhood Preservation Specialist II to Code Enforcement Officer II, attached as Exhibit C and incorporated herein; and
   d. By the modification of Neighborhood Preservation Specialist III to Code Enforcement Officer III, attached as Exhibit D and incorporated herein.
3. Effective February 5, 2025, the City of Madera Full Time Salary Schedule attached as Exhibit E and incorporated herein is approved.
4. This resolution is effective immediately upon adoption.

* *

Exhibit A: Code Enforcement Supervisor job description

CITY OF MADERA

CODE ENFORCEMENT SUPERVISOR

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, performs a variety of supervisory, administrative and technical work in activities in code enforcement, neighborhood preservation and graffiti programs; develops and implements department policies, programs and procedures; ensures safe work practices, work quality and accuracy; maintains appropriate work records; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Code Enforcement Supervisor** is a single position classification responsible for assigning and supervising the work in code enforcement, neighborhood preservation and the administration of graffiti programs, and incumbents are expected to perform the full scope of assigned duties. This classification is distinguished from the next lower classification of Code Enforcement Officer III by the performance of overall supervisory and administrative responsibilities for the division.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Police Chief or his/her designee. Exercises direct supervision over professional, technical, and other support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Plans, coordinates, prioritizes, monitors and participates in the work of the code enforcement and neighborhood preservation division; plans, coordinates, prioritizes, monitors, and participates in the administrative support of graffiti programs; coordinates as necessary with graffiti abatement crews.

- Performs the more difficult and complex code enforcement and neighborhood preservation duties of the work unit including reading and interpreting complex codes, laws and ordinances.

- Participates in the development of division goals, objectives, policies, and procedures; reviews and evaluates work methods and procedures for improving organizational performance and meeting division goals; recommends programs, projects and work assignments to higher level personnel; assigns work to assigned staff; monitors work activities to ensure safe work practices, work quality and accuracy; ensures compliance with applicable rules, policies and procedures.

- Participates in the selection and training of assigned personnel; assumes responsibility for

motivating and evaluating assigned personnel; provides necessary training; provides and documents performance feedback; initiates discipline procedures as is appropriate.

- Develops schedules and methods for performing assigned duties; maintains appropriate work records and documents; prepares statistical and/or analytical reports on operations as necessary.

- Prepares the division budget; administers and monitors the approved budget; makes program funding recommendations.

- Drafts proposed resolutions and ordinances; prepares correspondence, reports and recommendations; resolves controversial program issues.

- Meets with the public, groups, clubs, organizations, and agencies to explain and promote code enforcement, neighborhood preservation and graffiti programs.

- Participates in organizational and community group meetings; addresses and responds to service questions, inquiries and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movements in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face to face service. The need to lift, carry, pull, and push tools, supplies and other equipment weighing 25 pounds or more is also required. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use noise producing equipment, drive motorized vehicles, work in heavy traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Code Enforcement Supervisor**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Five (5) years of increasingly responsible experience working in municipal code compliance or neighborhood revitalization activities and a High School Diploma or equivalent;

OR

Two (2) years of increasingly responsible experience working in municipal code compliance or neighborhood revitalization activities and a Bachelor's degree from an accredited college or university with a major in planning, urban studies, political science, police sciences, public administration, or a closely related field.

License/Certificate:

Possession of, or ability to immediately obtain, a valid class C California driver's license. Completion of PC 832 Laws of Arrest course. Certified Basic and Advanced Code Enforcement Certificates from the Sacramento Training Center. Completion of some coursework in mediation, arbitration and administrative law.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:
Federal, state, and municipal laws, regulations, and procedures relating to building codes and zoning ordinances. The principles, methods and techniques used in investigations and enforcement work, including appropriate legal requirements and constraints. The rules of evidence and court procedure. Methods and techniques of supervision, training and motivations; principles and practices of program and budget development, administration and evaluation; modern office practices, methods and equipment, including a computer and applicable software; occupational hazards and standard safety procedures.

Ability to:
Review and evaluate employee job performance; lead, coach, instruct, and motivate employees; provide clear work instruction; establish and maintain effective working relationships with the public and staff; maintain records and compile periodic progress reports in compliance with the requirements of program funding sources (i.e. Community Development Block Grant Program); analyze and make recommendations on policy development; respond to citizen complaints regarding code violations; exercise appropriate judgment in prioritizing calls; investigate and resolve problems; provide information to the public regarding regulations; assist in determining appropriate disposition of outstanding cases. Prepare clear, concise and effective written reports and correspondence; research and compile data and maintain accurate records of findings; interpret and evaluate issues and make appropriate recommendations for action; effectively communicate verbally and in written communication, both on a one-on-one and group basis.

Skill to:
Operate an office computer and a variety of software applications.

Exhibit B: Code Enforcement Officer I job description

CITY OF MADERA

CODE ENFORCEMENT OFFICER I

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision assists in the inspection of residential dwellings and commercial buildings to identify violations and to cite and enforce provisions of the City Municipal Code and California Health and Safety Code; recommends improvements in neighborhoods with regard to unsafe and substandard buildings; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Code Enforcement Officer I** is the entry level class in the Code Enforcement Officer series and, initially under closer supervision and within well established procedural guidelines, is responsible for performing the more routine supporting code enforcement functions. An incumbent may advance to the next higher classification of Code Enforcement Officer II upon meeting the employment standards for that class, recommendation of the Department Head, and approval from the City Manager. This classification differs from the next higher classification of Code Enforcement Officer II by the lower level of complexity of the work performed and a lesser independence of operation. Incumbents in this class are expected to learn procedures and practices and to perform increasingly more complex work over a period of time.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Code Enforcement Supervisor. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Learns to patrol and conduct field inspections of parcels of land, structures, vehicles and stored materials to ensure compliance with applicable City ordinances and state laws; investigates citizen complaints and takes appropriate action upon consultation with supervisor; learns to obtain statements from complainants; learns to re-inspect properties to ensure continued compliance.

- Photographs violations; learns to gather evidence for court proceedings; posts notices relating to required abatements; cites vehicles and coordinates the removal of abandoned and illegally parked vehicles; maintains reports on vehicle towing activities.

- Maintains records and reports related to enforcement activities; composes and types correspondence, reports, forms and specialized documents; enters and retrieves information from automated records systems; operates communications equipment.

- Responds to questions and concerns from the public, departmental staff and other agencies; provides information as appropriate and resolves service issues and complaints; cooperates with neighborhood improvement groups and organizations interested in neighborhood beautification, improvement and clean up.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment weighing 25 pounds or more is also required. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Code Enforcement Officer I**. A typical way of obtaining the required qualifications is to possess three years of experience working with the public in the interpretation and application of laws, codes, rules and procedures, and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license. Must complete PC 832 Laws of Arrest course within six (6) months of hire.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices and methods used in the enforcement of a variety of codes; applicable federal, state and local laws, codes and regulations including laws, ordinances and codes related to building construction and zoning; modern office equipment, including a computer and applicable software; methods and techniques for record keeping; occupational hazards and standard safety procedures.

Ability to:

Understand, interpret and apply statutes, rules, regulations and departmental procedures; follow written and oral instructions; take and maintain accurate records of work activities; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

Adopted 2.5.2025

Exhibit C: Code Enforcement Officer II job description

CITY OF MADERA

CODE ENFORCEMENT OFFICER II

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision assists in the inspection of residential dwellings and commercial buildings to identify violations and to cite and enforce provisions of the City Municipal Code and California Health and Safety Code; recommends improvements in neighborhoods with regard to unsafe and substandard buildings; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Code Enforcement Officer II** is the journey level class in the Code Enforcement Officer series and is responsible for performing the full scope of assigned duties. Incumbents become skilled in making inspections and enforcing codes and regulations in a broad range of building and related codes. The work requires independence and discretion in working with the public and in conducting field inspections. An incumbent may advance to the next higher classification of Code Enforcement Officer III upon meeting the employment standards for that class, recommendation of the Department Head, and approval from the City Manager. This classification differs from the next lower classification of Code Enforcement Officer I by the performance of the full range of duties working with minimal supervision and performing more complex assignments in all areas.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Code Enforcement Supervisor. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Patrols and conducts field inspections of parcels of land, structures, vehicles and stored materials to ensure compliance with applicable City ordinances and state laws; investigates citizen complaints and takes appropriate action; obtains statements from complainants; re-inspects properties to ensure continued compliance.

- Photographs violations; gathers evidence for court proceedings; posts notices relating to required abatements; cites vehicles and coordinates the removal of abandoned and illegally parked vehicles; maintains reports on vehicle towing activities.

- Maintains records and reports related to enforcement activities; composes and types correspondence, reports, forms and specialized documents; enters and retrieves information from automated records systems; operates communications equipment.

- Responds to questions and concerns from the public, departmental staff and other agencies; provides information as appropriate and resolves service issues and complaints; cooperates with neighborhood improvement groups and organizations interested in neighborhood beautification, improvement and clean up.

- Schedules inspections occasionally in pre-determined residential and/or commercial areas; responds to emergencies involving expedited code enforcement activities.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment weighing 25 pounds or more is also required. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Code Enforcement Officer II**. A typical way of obtaining the required qualifications is to possess a minimum of 2 years of experience as a Neighborhood Preservation Specialist I with the City of Madera, and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license. Completion of PC 832 Laws of Arrest course. Certified Basic and Advanced Code Enforcement Certificates from the Sacramento Training Center.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices and methods used in the enforcement of a variety of codes; applicable federal, state and local laws, codes and regulations including laws, ordinances and codes related to building construction and zoning; modern office equipment, including a computer and applicable software; methods and techniques for record keeping; occupational hazards and standard safety procedures.

Ability to:

Understand, interpret and apply statutes, rules, regulations and departmental procedures; follow written and oral instructions; take and maintain accurate records of work activities; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

Adopted 2.5.2025

Exhibit D: Code Enforcement Officer III job description

CITY OF MADERA

CODE ENFORCEMENT OFFICER III

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision performs the most complex assignments in the inspection of residential dwellings and commercial buildings to identify violations and to cite and enforce provisions of the City Municipal Code and California Health and Safety Code; recommends improvements in neighborhoods with regard to unsafe and substandard buildings; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Code Enforcement Officer III** is the advanced journey level class in the Code Enforcement Officer series and is responsible for performing the full scope of assigned duties. Incumbents are skilled in making complex inspections and enforcing codes and regulations in a broad range of building and related codes. The work requires independence and discretion in working with the public and in conducting field inspections. The incumbent is expected to be able to provide lead direction to lower level staff. This classification differs from the next higher classification of Code Enforcement Supervisor in that the latter is responsible for overall management of the Code Enforcement Division.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Code Enforcement Supervisor. May Exercises technical and functional supervision over lower level code enforcement support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Patrols and conducts field inspections of parcels of land, structures, vehicles and stored materials to ensure compliance with applicable City ordinances and state laws; investigates citizen complaints and takes appropriate action; obtains statements from complainants; re-inspects properties to ensure continued compliance.

- Photographs violations; gathers evidence for court proceedings; posts notices relating to required abatements; cites vehicles and coordinates the removal of abandoned and illegally parked vehicles; maintains reports on vehicle towing activities.

- Maintains records and reports related to enforcement activities; composes and types correspondence, reports, forms and specialized documents; enters and retrieves information from automated records systems; operates communications equipment.

- Responds to the most complex and difficult questions and concerns from the public, departmental staff and other agencies; provides information as appropriate and resolves service issues and complaints; cooperates with neighborhood improvement groups and organizations interested in neighborhood beautification, improvement and clean up.

- Provides technical and professional advice; prepares and coordinates reports and presentations on current code enforcement and abatement issues for City Council, community groups and regulatory agencies; prepares new ordinances and revisions to existing ordinances

- Schedules inspections occasionally in pre-determined residential and/or commercial areas; responds to emergencies involving expedited code enforcement activities.

- Monitors and keeps informed of current trends in the field of abatement and code enforcement, including legislation, court rulings and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment weighing 25 pounds or more is also required. Additionally, the incumbent in this position works outdoors in all weather conditions including wet, hot and cold. The position entails working in situations that may expose the employee to fumes or airborne particles, electrical shock or mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Code Enforcement Officer III**. A typical way of obtaining the required qualifications is to possess a minimum of 3 years of experience as a Neighborhood Preservation Specialist II with the City of Madera, and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license. Completion of PC 832 Laws of Arrest course. Certified Basic and Advanced Code Enforcement

Certificates from the Sacramento Training Center. Completion of some coursework in mediation, arbitration and administrative law.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices and methods used in the enforcement of a variety of codes; applicable federal, state and local laws, codes and regulations including laws, ordinances and codes related to building construction and zoning; modern office equipment, including a computer and applicable software; methods and techniques for record keeping; occupational hazards and standard safety procedures.

Ability to:

Understand, interpret and apply statutes, rules, regulations and departmental procedures; follow written and oral instructions; take and maintain accurate records of work activities; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

Adopted 2.5.2025

Exhibit E: City of Madera Full Time Salary Schedule
effective February 5, 2025

City of Madera Full Time Salary Sechedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	$1,570.79	$1,649.38	$1,732.00	$1,818.62	$1,909.27	$2,005.08
Accounting Technician I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Accounting Technician II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Accounting Technician III	GBU	300	$1,718.23	$1,804.28	$1,894.35	$1,989.01	$2,088.84	$2,193.25
Administrative Assistant	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Animal Control Officer	GBU	290	$1,635.04	$1,716.51	$1,802.56	$1,892.63	$1,987.29	$2,086.54
Assistant Planner	GBU	352	$2,227.10	$2,338.39	$2,455.43	$2,578.20	$2,707.28	$2,842.68
Building Permit Technician	GBU	288	$1,618.40	$1,699.29	$1,784.20	$1,873.70	$1,967.21	$2,065.89
Code Enforcement Officer I	GBU	310	$1,806.00	$1,896.65	$1,991.31	$2,091.13	$2,195.54	$2,305.12
Code Enforcement Officer II	GBU	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22
Code Enforcement Officer III	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Combination Building Inspector	GBU	348	$2,182.92	$2,292.50	$2,406.67	$2,527.14	$2,653.93	$2,786.45
Computer Technician I	GBU	344	$2,139.90	$2,247.18	$2,359.62	$2,477.23	$2,601.15	$2,731.38
Computer Technician II	GBU	375	$2,497.88	$2,622.95	$2,753.75	$2,891.44	$3,036.01	$3,188.04
Construction Inspector I	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
Construction Inspector II	GBU	342	$2,118.67	$2,224.80	$2,336.10	$2,452.56	$2,575.33	$2,704.42
Deputy City Clerk	GBU	311	$1,815.18	$1,905.83	$2,001.06	$2,101.46	$2,206.44	$2,316.59
Electrician II	GBU	361	$2,329.22	$2,445.68	$2,568.45	$2,696.38	$2,831.20	$2,972.91
Electrician III	GBU	381	$2,573.61	$2,702.69	$2,846.12	$2,979.22	$3,128.38	$3,285.00
Engineering Technician I	GBU	302	$1,735.44	$1,822.64	$1,913.28	$2,009.09	$2,109.49	$2,215.05
Engineering Technician II	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
Engineering Technician III	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Facilities Maintenance Technician	GBU	289	$1,626.44	$1,707.90	$1,793.38	$1,882.88	$1,976.97	$2,076.22
Grants Specialist	GBU	299	$1,709.62	$1,795.10	$1,885.17	$1,979.26	$2,078.51	$2,182.35
Industrial Electrical Technician	GBU	381	$2,573.61	$2,702.69	$2,846.12	$2,979.22	$3,128.38	$3,285.00
Lead Electrician	GBU	401	$2,843.82	$2,986.10	$3,135.26	$3,291.88	$3,456.53	$3,629.22
Maintenance Technician	GBU	308	$1,788.22	$1,877.72	$1,971.80	$2,070.48	$2,173.74	$2,282.17
Mechanic I	GBU	286	$1,602.34	$1,682.66	$1,766.99	$1,855.34	$1,947.71	$2,045.24
Mechanic II	GBU	301	$1,726.83	$1,813.46	$1,904.11	$1,999.34	$2,099.16	$2,204.15
Mechanic III	GBU	321	$1,908.12	$2,003.35	$2,103.75	$2,208.74	$2,319.46	$2,435.35
Neighborhood Outreach Assistant	GBU	276	$1,524.32	$1,600.62	$1,680.94	$1,764.70	$1,853.05	$1,945.99
Neighborhood Outreach Coordinator	GBU	306	$1,770.43	$1,859.36	$1,952.30	$2,049.83	$2,151.94	$2,259.80
Office Assistant I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Office Assistant II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Parks Leadworker	GBU	323	$1,927.05	$2,023.43	$2,124.98	$2,231.11	$2,342.41	$2,459.45

Effective 2/5/2025
Adopted 2/5/2025

City of Madera Full Time Salary Sechedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Parks Worker I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Parks Worker II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Parks Worker III	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Payroll Specialist	GBU	316	$1,861.08	$1,954.02	$2,052.12	$2,154.24	$2,262.09	$2,375.11
Plans Examiner	GBU	360	$2,317.74	$2,433.63	$2,555.25	$2,683.19	$2,817.43	$2,957.99
Public Works Equipment Operator	GBU	303	$1,744.04	$1,831.25	$1,923.04	$2,019.42	$2,120.39	$2,225.95
Public Works Maintenance Lead Worker	GBU	323	$1,927.05	$2,023.43	$2,124.98	$2,231.11	$2,342.41	$2,459.45
Public Works Maintenance Worker I	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Public Works Maintenance Worker II	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Purchasing Assistant	GBU	280	$1,555.30	$1,632.75	$1,714.78	$1,800.27	$1,890.34	$1,985.00
Recreation/Community Programs Coordinator	GBU	313	$1,833.54	$1,925.33	$2,021.14	$2,122.68	$2,228.82	$2,340.12
Solid Waste/Recycling Assistant	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Solid Waste/Recycling Coordinator	GBU	313	$1,833.54	$1,925.33	$2,021.14	$2,122.68	$2,228.82	$2,340.12
Water Conservation Customer Service Representative	GBU	263	$1,429.08	$1,500.22	$1,575.38	$1,653.97	$1,736.59	$1,823.79
Water Conservation Specialist	GBU	283	$1,578.82	$1,657.42	$1,740.60	$1,827.80	$1,919.02	$2,014.83
Water Quality Specialist II	GBU	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45
Water Quality Specialist I	GBU	320	$1,898.37	$1,993.60	$2,093.43	$2,197.84	$2,307.99	$2,423.30
Water Quality Specialist In Training	GBU	293	$1,659.14	$1,742.32	$1,829.52	$1,920.74	$2,017.12	$2,118.09
Water System Lead Worker	GBU	365	$2,376.26	$2,495.01	$2,620.08	$2,750.88	$2,888.57	$3,033.14
Water System Technician	GBU	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99
Water System Worker I	GBU	293	$1,659.14	$1,742.32	$1,829.52	$1,920.74	$2,017.12	$2,118.09
Water System Worker II	GBU	320	$1,898.37	$1,993.60	$2,093.43	$2,197.84	$2,307.99	$2,423.30
Water System Worker III	GBU	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	$2,150.80	$2,258.08	$2,371.10	$2,489.85	$2,614.34	$2,745.15
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	$2,376.26	$2,495.01	$2,620.08	$2,750.88	$2,888.57	$3,033.14
WWTP Lead Operator	GBU	383	$2,599.43	$2,729.66	$2,866.20	$3,009.05	$3,159.93	$3,317.70
WWTP Mechanic	GBU	375	$2,497.88	$2,622.95	$2,753.75	$2,891.44	$3,036.01	$3,188.04
WWTP Operator I	GBU	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40
WWTP Operator II	GBU	344	$2,139.90	$2,247.18	$2,359.62	$2,477.23	$2,601.15	$2,731.38
WWTP Operator III	GBU	364	$2,364.79	$2,482.97	$2,606.89	$2,737.12	$2,874.23	$3,017.65
WWTP Operator In Training	GBU	301	$1,726.83	$1,813.46	$1,904.11	$1,999.34	$2,099.16	$2,204.15
Communications Manager	M	456	$3,667.73	$3,851.09	$4,044.01	$4,245.93	$4,458.54	$4,681.27
Chief Building Official	M	464	$3,817.34	$4,008.02	$4,208.25	$4,419.17	$4,639.65	$4,871.94
Planning Manager	M	500	$4,568.22	$4,796.57	$5,036.17	$5,288.15	$5,552.50	$5,830.35
Director of Information Technology	M	500	$4,568.22	$4,796.57	$5,036.17	$5,288.15	$5,552.50	$5,830.35

Effective 2/5/2025
Adopted 2/5/2025

City of Madera Full Time Salary Sechedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Public Works Operations Director	M	508	$4,753.82	$4,991.74	$5,241.47	$5,503.57	$5,778.61	$6,067.14
Director of Parks & Community Services	M	509	$4,778.01	$5,016.49	$5,267.34	$5,530.57	$5,807.29	$6,097.52
Director of Human Resources	M	513	$4,874.19	$5,117.73	$5,373.64	$5,642.49	$5,924.28	$6,220.69
City Engineer	M	525	$5,174.54	$5,433.26	$5,704.93	$5,990.09	$6,289.87	$6,604.28
Director of Financial Services	M	525	$5,174.54	$5,433.26	$5,704.93	$5,990.09	$6,289.87	$6,604.28
Director of Community Development	M	535	$5,439.45	$5,711.11	$5,996.84	$6,296.62	$6,611.59	$6,942.31
Police Chief	M	554	$5,979.96	$6,279.19	$6,593.03	$6,922.63	$7,268.53	$7,631.88
City Clerk	EXE	419	$2,931.18	$3,078.23	$3,231.76	$3,393.40	$3,563.15	$3,741.55
City Manager	EXE	587	$6,640.58	$6,972.76	$7,321.38	$7,687.47	$8,071.58	$8,475.29
Crime Analysis Technician	MPOA	306	$1,770.43	$1,859.36	$1,952.30	$2,049.83	$2,151.94	$2,259.80
Police Corporal	MPOA	383	$2,599.43	$2,729.66	$2,866.20	$3,009.05	$3,159.93	$3,317.70
Police Officer I	MPOA	363	$2,352.74	$2,470.35	$2,593.69	$2,723.35	$2,859.89	$3,002.74
Police Officer II	MPOA	373	$2,473.21	$2,596.56	$2,726.79	$2,862.76	$3,006.18	$3,156.49
Police Officer Trainee	MPOA	333	$2,025.73	$2,127.27	$2,233.41	$2,345.28	$2,462.31	$2,585.66
Police Sergeant	MPOA	426	$3,221.32	$3,382.53	$3,551.77	$3,729.04	$3,915.49	$4,111.12
Property & Evidence Officer	MPOA	296	$1,684.38	$1,768.71	$1,857.06	$1,950.00	$2,047.53	$2,149.65
Public Safety Dispatcher	MPOA	294	$1,667.74	$1,750.93	$1,838.70	$1,930.50	$2,026.88	$2,128.42
Records Clerk	MPOA	270	$1,479.57	$1,553.58	$1,631.02	$1,713.06	$1,798.55	$1,888.62

Effective 2/5/2025
Adopted 2/5/2025

City of Madera Full Time Salary Sechedule

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Executive Secretary to the Chief of Police	LEMM	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22	$2,610.90	$2,674.58	$2,738.26	$2,801.94
Police Auxiliary Services Supervisor	LEMM	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99	$2,884.34	$2,954.69	$3,025.04	$3,095.39
Police Commander	LEMM	504	$4,753.09	$4,991.18	$5,240.74	$5,502.34	$5,777.72	$6,066.29				
Police Lieutenant	LEMM	487	$4,366.99	$4,585.00	$4,814.48	$5,055.43	$5,307.86	$5,573.48				
Police Office Supervisor	LEMM	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99	$2,884.34	$2,954.69	$3,025.04	$3,095.39
Accountant I	MM	322	$1,917.87	$2,013.68	$2,114.08	$2,219.64	$2,330.94	$2,447.40	$2,508.58	$2,569.77	$2,630.95	$2,692.14
Accountant II	MM	362	$2,341.26	$2,458.30	$2,581.07	$2,710.15	$2,845.55	$2,987.82	$3,062.52	$3,137.21	$3,211.91	$3,286.60
Administrative Analyst I	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Administrative Analyst II	MM	386	$2,639.01	$2,770.96	$2,909.23	$3,054.95	$3,207.55	$3,367.61	$3,451.80	$3,535.99	$3,620.18	$3,704.37
Assistant Engineer	MM	392	$2,718.76	$2,854.72	$2,997.57	$3,147.31	$3,305.08	$3,470.30	$3,557.06	$3,643.82	$3,730.57	$3,817.33
Associate Civil Engineer	MM	445	$3,541.44	$3,718.71	$3,904.59	$4,099.65	$4,305.03	$4,520.17	$4,633.18	$4,746.18	$4,859.18	$4,972.19
Associate Planner	MM	368	$2,412.40	$2,532.88	$2,659.67	$2,792.19	$2,932.17	$3,078.47	$3,155.43	$3,232.39	$3,309.35	$3,386.31
Code Enforcement Supervisor	MM	380	$2,560.99	$2,688.93	$2,823.17	$2,964.87	$3,112.89	$3,268.36	$3,350.07	$3,431.78	$3,513.49	$3,595.20
Communications Specialist	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Construction Inspection Supervisor	MM	400	$2,829.48	$2,971.18	$3,119.77	$3,275.82	$3,439.32	$3,611.43	$3,701.72	$3,792.00	$3,882.29	$3,972.58
Deputy City Engineer	MM	495	$4,544.84	$4,772.02	$5,010.68	$5,260.82	$5,524.14	$5,800.09	$5,945.09	$6,090.10	$6,235.10	$6,380.10
Electrical and Facilities Operations Manager	MM	421	$3,142.15	$3,299.34	$3,463.99	$3,637.25	$3,819.11	$4,010.15	$4,110.41	$4,210.66	$4,310.91	$4,411.17
Engineering Project Manager	MM	419	$3,110.59	$3,266.64	$3,429.57	$3,601.11	$3,781.25	$3,970.57	$4,069.83	$4,169.10	$4,268.36	$4,367.62
Executive Secretary	MM	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22	$2,610.90	$2,674.58	$2,738.26	$2,801.94
Executive Secretary to City Administrator	MM	330	$1,995.90	$2,095.72	$2,200.13	$2,310.28	$2,425.60	$2,547.22	$2,610.90	$2,674.58	$2,738.26	$2,801.94
Financial Services Manager	MM	446	$3,559.23	$3,737.07	$3,924.10	$4,120.30	$4,326.26	$4,542.54	$4,656.11	$4,769.67	$4,883.24	$4,996.80
Fleet Operations Manager	MM	404	$2,886.85	$3,030.85	$3,182.31	$3,341.79	$3,508.74	$3,684.29	$3,776.40	$3,868.51	$3,960.61	$4,052.72
Grant Administrator	MM	446	$3,559.23	$3,737.07	$3,924.10	$4,120.30	$4,326.26	$4,542.54	$4,656.11	$4,769.67	$4,883.24	$4,996.80
Grant Analyst	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Human Resources Technician	MM	290	$1,635.04	$1,716.51	$1,802.56	$1,892.63	$1,987.29	$2,086.54	$2,138.71	$2,190.87	$2,243.03	$2,295.20
Human Resources Technician II	MM	310	$1,806.00	$1,896.65	$1,991.31	$2,091.13	$2,195.54	$2,305.12	$2,362.75	$2,420.38	$2,478.01	$2,535.63
Network Administrator	MM	389	$2,678.60	$2,812.27	$2,952.83	$3,100.84	$3,255.74	$3,418.67	$3,504.14	$3,589.60	$3,675.07	$3,760.54
Park Project Manager	MM	426	$3,221.32	$3,382.53	$3,551.77	$3,729.04	$3,915.49	$4,111.12	$4,213.90	$4,316.68	$4,419.46	$4,522.24
Parks Manager	MM	385	$2,625.82	$2,756.62	$2,894.88	$3,039.45	$3,191.49	$3,350.97	$3,434.75	$3,518.52	$3,602.30	$3,686.07
Parks Supervisor	MM	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99	$2,884.34	$2,954.69	$3,025.04	$3,095.39
Procurement Services Manager	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Program Manager-Grants	MM	366	$2,388.31	$2,507.64	$2,633.28	$2,764.65	$2,902.91	$3,048.06	$3,124.26	$3,200.46	$3,276.66	$3,352.87
Recreation/Community Programs Manager	MM	390	$2,691.79	$2,826.61	$2,967.74	$3,116.33	$3,271.80	$3,435.88	$3,521.78	$3,607.67	$3,693.57	$3,779.47
Recreation/Community Programs Supervisor	MM	353	$2,238.57	$2,350.44	$2,467.48	$2,590.82	$2,720.48	$2,856.44	$2,927.86	$2,999.27	$3,070.68	$3,142.09
Redevelopment Agency Secretary	MM	342	$2,118.67	$2,224.80	$2,336.10	$2,452.56	$2,575.33	$2,704.42	$2,772.03	$2,839.64	$2,907.25	$2,974.86
Redevelopment Manager	MM	427	$3,237.38	$3,399.16	$3,569.55	$3,747.97	$3,935.00	$4,131.78	$4,235.07	$4,338.36	$4,441.66	$4,544.95
Safety Officer	MM	358	$2,294.79	$2,409.53	$2,530.01	$2,656.80	$2,789.32	$2,928.73	$3,001.95	$3,075.17	$3,148.39	$3,221.60
Senior Civil Engineer	MM	475	$4,113.42	$4,318.80	$4,534.51	$4,761.70	$4,999.78	$5,249.34	$5,380.58	$5,511.81	$5,643.04	$5,774.28
Senior Planner	MM	429	$3,270.08	$3,433.59	$3,605.12	$3,785.26	$3,974.58	$4,173.08	$4,277.41	$4,381.74	$4,486.06	$4,590.39
Solid Waste Manager	MM	353	$2,238.57	$2,350.44	$2,467.48	$2,590.82	$2,720.48	$2,856.44	$2,927.86	$2,999.27	$3,070.68	$3,142.09

Effective 2/5/2025
Adopted 2/5/2025

City of Madera Full Time Salary Sechedule

Job Title	B/U	Range	Bi-Weekly Pay Rate									
			A	B	C	D	E	F	F + 2.5%	F + 5%	F + 7.5%	F + 10%
Streets & Storm Drainage Ops. Manager	MM	385	$2,625.82	$2,756.62	$2,894.88	$3,039.45	$3,191.49	$3,350.97	$3,434.75	$3,518.52	$3,602.30	$3,686.07
Streets & Storm Drainage Supervisor	MM	350	$2,205.30	$2,315.45	$2,431.33	$2,552.38	$2,680.32	$2,813.99	$2,884.34	$2,954.69	$3,025.04	$3,095.39
Tyler Munis Implementation Project Manager	MM	408	$2,944.79	$3,092.23	$3,246.56	$3,408.92	$3,579.31	$3,758.30	$3,852.26	$3,946.21	$4,040.17	$4,134.13
Utility Billing Supervisor	MM	334	$2,036.06	$2,137.60	$2,244.88	$2,356.75	$2,474.94	$2,598.28	$2,663.24	$2,728.19	$2,793.15	$2,858.11
Waste Water Treatment Plant Manager	MM	459	$3,797.88	$3,987.78	$4,186.85	$4,396.25	$4,615.98	$4,847.18	$4,968.36	$5,089.54	$5,210.72	$5,331.90
Wastewater Collection System Supervisor	MM	346	$2,161.70	$2,269.55	$2,383.14	$2,502.47	$2,627.54	$2,758.92	$2,827.89	$2,896.86	$2,965.84	$3,034.81
Water & Sewer Operations Manager	MM	423	$3,173.70	$3,332.04	$3,498.99	$3,673.97	$3,857.55	$4,050.31	$4,151.57	$4,252.83	$4,354.08	$4,455.34
Water Meter & Conservation Supervisor	MM	340	$2,098.02	$2,202.43	$2,312.58	$2,428.47	$2,550.09	$2,677.45	$2,744.39	$2,811.32	$2,878.26	$2,945.20
Water System Supervisor	MM	385	$2,625.82	$2,756.62	$2,894.88	$3,039.45	$3,191.49	$3,350.97	$3,434.75	$3,518.52	$3,602.30	$3,686.07

Effective 2/5/2025
Adopted 2/5/2025

REPORT TO CITY COUNCIL

Approved by:

_____

Alicia Gonzales, City Clerk

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-9

SUBJECT:

Proclamation Recognizing National Pesticide Safety Education Month

RECOMMENDATION:

Adopt a Minute Order approving a Proclamation Recognizing National Pesticide Safety Education Month

SUMMARY:

The City Council, during its regular meeting on August 2, 2023, adopted a policy governing the guidelines for City-issued Ceremonial Documents. This policy establishes the framework for the issuance of proclamations, ensuring a systematic and transparent process.

On December January 15, 2025, the Council approved the 2025 List of Annual Proclamations, outlining the scheduled commemorations for the year. However, the policy allows for proclamations not identified on this list to be considered on a case-by-case basis, with a written request required 45 days before the requested presentation date.

In this context, Ms. Elizabeth Moreno of Las Lideres Campesinas submitted a timely request on January 9, 2025, seeking a proclamation recognizing National Pesticide Safety Education Month, observed from January 15 through February 15, 2025. Organizers will host an exhibition table and distribute educational materials on Friday, February 14, 2025, at El Toro Loco Market.

Las Líderes Campesinas is an advocacy organization representing Californian farmworker women through 17 place-based committees across the state. Their initiatives focus on reducing pesticide exposure, increasing healthcare access, opposing harmful oil and gas projects, and supporting survivors of domestic violence.

Per the Ceremonial Documents policy, signatures shall be reserved for Councilmembers who vote in the affirmative. For Councilmembers that vote in the negative, their signature block shall be omitted from the ceremonial document unless they notify the City Clerk in writing otherwise at least five business days prior to the meeting when the Proclamation will be issued.

FINANCIAL IMPACT:

There were nominal expenses for the preparation of this report or the proclamation. Costs related to custom supplies such as proclamations, certificates, frames, and folders have been purchased and funds were appropriated in the adopted budget.

ALTERNATIVES:

Council may direct staff to prepare a proclamation. If the majority vote is in the affirmative, staff will proceed with presenting the Proclamation at the February 19th Council meeting. In the alternative, Council may:

- Deferral for Further Discussion: Council may opt to defer the decision for further discussion, allowing additional time to address specific concerns or gather more information.
- Denial of Proclamation Request: If the majority vote is not in the affirmative or no action is taken, the request will be considered denied.

ATTACHMENTS:

1. Email request from Ms. Elizabeth Moreno, dated January 9, 2025, for a "Proclamation Recognizing National Pesticide Safety Education Month."

From: Zelda Leon
To: Alicia Gonzales
Subject: ~TRANSLATION~Proclamación de Pesticidas
Date: Friday, January 10, 2025 7:17:28 AM
Attachments: image001.png

TRANSLATION of email below

Good afternoon Zelda, I am enclosing the requirements for the proclamation.

It will be directed to Líderes Campesinas Comite de Madera.

The purpose and/or reason for the proclamation is to raise awareness about pesticides and how they negatively impact our health. In the month of January 15 to February 15 we will be raising awareness about pesticides, we will be reinforcing the safety of farm workers. We will have a display table for February 14, 2025 where we will be providing information about pesticides and the effects of pesticides, as well as displaying the backpacks that members make with information.

If you need more information please do not hesitate to contact us, thank you.

Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Martha Elizabeth Moreno <martha@liderescampesinas.org>
Sent: Thursday, January 9, 2025 8:13 PM
To: Zelda Leon <zleon@madera.gov>
Subject: Re: Proclamación de Pesticidas

Buenas tardes Zelda, adjunto le mando los requisitos para la proclamación. Será dirigida a Líderes Campesinas Comite de Madera. La finalidad y/o motivo de la proclamación es para dar conciencia sobre los pesticidas y cómo impactan negativamente a nuestra salud. En el mes de Enero 15 a Febrero 15 se estará llevando la concientización sobre los pesticidas, estaremos reforzandola seguridad de los trabajadores agrícolas. Estaremos en una mesa de exhibición para Febrero 14, 2025 ahí estarán dando información acerca de los pesticidas y los efectos de ellos, además de estar exhibiendo los morrales que las miembras hacen con información. Si necesita más información no dude en contactarnos, gracias.

On Thu, Jan 9, 2025 at 7:20 AM Zelda Leon <zleon@madera.gov> wrote:

> Hola,

Gracias por las copia de la proclamacion de pesticidas.

Por favor revisen y sigan las instrucciones en el mensaje incluido para que sometan una solicitud para un proclamacion. Necesitamos toda la informacion lo mas antes posible.

Como le comente a Maria, se requieren 45 dias para procesar la solicitud. Hoy son menos de esos dias pero haremos todo lo posible.

Si tienen preguntas, por favor contacten me.

Gracias.

Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Martha Elizabeth Moreno <martha@liderescampesinas.org>
Sent: Wednesday, January 8, 2025 7:07 PM
To: Zelda Leon <zleon@madera.gov>
Subject: Proclamación de Pesticidas

Hola Zelda, soy Elizabeth la organizadora de Lideres Campesinas el comité de Madera. Me iso llegar su correo electrónico la compañera Maria y por este medio le mando una copia de la proclamación de pesticidas. Si tiene alguna pregunta no dude en contactarme ya sea por email o llamada aqui le dejo mi número (559) 94-0622. Gracias t si me puede confirmar que le llego este email.

PROCLAMATION

NATIONAL PESTICIDE SAFETY EDUCATION MONTH

WHEREAS, THE U.S. Environmental Protection Agency recognizes February as National Pesticide Safety Education Month; and,

WHEREAS, during this month, the purpose of the National pesticide safety education is to reinforce core principles of safe pesticide use and raise awareness: and,

WHEREAS, local organizations such as Lideres Campesinas del Comite de Kern Norte, are ensuring the health and safety of agriculture workers and communities affected by treated pesticide areas are essential; and,

WHEREAS, education is important, and the work they do by advocating and providing information to the community, especially those affected here locally in our community; and

WHEREAS, the California Department of Pesticide Regulation (DFR) is developing a statewide notification system to provide the public with advance, transparent and equitable access to information about pesticide applications. The department anticipates implementation to begin in 2024, and it will be the first in the world,

NOW, THEREFORE, I, Alex Garcia, Mayor of the City of Wasco, on behalf of the Wasco City Council and all its citizens, do hereby proclaim the month of February 2024 as National Pesticide Safety Awareness Month.

IN TESTIMONY WHEREOF, I have set my hand hereunto and caused to be affixed the Great Seal of Wasco, CA, on this day of February 6th, 2024.

Alex Garcia, Mayor
City of Wasco

INCORPORATED DECEMBER 22, 1945

liderescampesinas.org

(559) 794-0622
martha@liderescampesinas.org

“La única manera de hacer un trabajo GENIAL es AMAR lo que haces”
- Steve Jobs

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-10

SUBJECT:

Amendment No. 2 to the Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands Agreement with Elite Maintenance & Tree Service, Inc. (EMTS)

RECOMMENDATION:

Adopt a Resolution Approving Amendment No. 2 to the Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands Agreement with EMTS extending their service agreement for 90 days

SUMMARY:

The City initially entered into an agreement with EMTS on February 19, 2020. As part of the agreement, the City pays EMT for the landscape maintenance services provided in the Downtown District, certain City facilities, and median islands throughout the community.

The agreement was set for three years, with the possibility to be extended by mutual written consent for an additional two years. On February 15, 2023, the Council approved Amendment No. 1 to the Agreement, allowing for an extension through February 20, 2025.

Staff is still undergoing procurement for a new agreement, and with the looming sunset date, additional time is necessary to maintain landscape maintenance services citywide. As a result, staff is recommending that the Council approve the second amendment to the agreement which would grant an extension of 90 days to the existing agreement with EMTS to avoid interruption in services.

DISCUSSION:

The City currently maintains approximately 30 acres of landscaped areas not in landscape assessment zones. The City has historically entered into multi-year agreements with professional landscape maintenance contractors for the work needed for these areas, inclusive of the downtown district and certain City, including median islands. Respectively, these three areas are broken into groups. Group 1 covers a portion of E. Yosemite Avenue in the downtown area. Group 2 covers certain City facilities, including City Hall and the median island areas, and is the most complex, with over 28 locations maintained.

The City entered into an Agreement with EMTS after publishing a Request for Proposals (RFP) on December 3, 2019. Compared to the other proposals, EMTS was ranked at the top in categories such as references, approach to work, staffing, and fees. Council approved the Agreement during its February 19, 2020, meeting. As part of the agreement, the City paid EMTS $200,880 per year for the landscape maintenance services provided in the Downtown District, certain city facilities, and median islands throughout the community.

The Agreement was set for three years, with the possibility to be extended by mutual written consent for an additional two years. The Agreement was set to expire on February 19, 2023. As previously mentioned, on February 15, 2023, the Council approved the first amendment to the Agreement extending the term to two years and additionally increasing the compensation to $224,985.60 per year. This resulted in the agreement being extended through February 20, 2025.

Over the course of the past months, staff has worked diligently to finalize a procurement package to once again publicly bid out for landscape maintenance services, as duly required. With the EMTS Agreement set to expire soon, staff anticipate that the timeframe for securing a new service agreement will not be before February 20, 2025. To this effect, staff has confirmed with EMTS that an extension of 90 days is acceptable, with all other Agreement terms and conditions remaining through May 21, 2025. EMTS has confirmed they are in acceptance of the extension timeframe.

During this time, staff will be able to publicize the Request for Proposals, wait for submittals, and be able to bring back recommendations for a new agreement for Council consideration in April 2025. This should allow for the citywide landscape maintenance services to remain uninterrupted.

FINANCIAL IMPACT:

There is no additional impact on the City's Fiscal Year (FY) 2024/25 Budget. Staff budgeted for landscape maintenance services throughout the year, thus no budget adjustments would be needed at this time.

ALTERNATIVES:

In considering the Council's options regarding the approval of Amendment No. 2 to the EMTS Agreement for landscape maintenance services, two potential alternatives are identified for consideration:

- The Council may choose to request that staff bring additional information back to a subsequent meeting. This option allows the Council to seek further clarification on specific aspects of the request.
- The Council may elect not to approve the second amendment. This will result in the expiration of the current agreement on February 20, 2025. An internal plan to maintain the areas of responsibility utilizing available City staff until an RFP is issued and awarded would need to be prepared.

ATTACHMENTS:

1. Resolution - Approving Amendment No. 2
    a. Exhibit 1 – Amendment No. 2

ATTACHMENT 1

Resolution - Approving Amendment No. 2
a. Exhibit 1 – Amendment No. 2

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF MADERA AND ELITE MAINTENANCE & TREE SERVICE, INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR THE DOWNTOWN DISTRICT, CERTAIN CITY FACILITIES, AND MEDIAN ISLANDS

WHEREAS, the City of Madera ("City") is a municipal Corporation that provides services and facilities to the citizens of the community; and

WHEREAS, the City of Madera and Elite Maintenance & Tree Service, Inc. (EMTS) ("Contractor") entered an Agreement for the Landscape Maintenance Services for the Downtown District, certain City facilities, and median islands on February 19, 2020; and

WHEREAS, the Agreement was for three years with the option of being extended by mutual written consent for an additional two years; and

WHEREAS, on February 15, 2023, Council approved Amendment No. 1 to the Agreement, allowing for an extension through February 20, 2025; and

WHEREAS, Amendment No. 2 would extend the Agreement for 90 days, to May 21, 2025; and

WHEREAS, Amendment No. 2 only impacts a 90-day extension of the Agreement, all other terms remain; and

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

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

1. The above recitals are true and correct.
2. The Council approves Amendment No. 2 to the Agreement between the City of Madera and EMTS for Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands attached hereto as Exhibit 1 and incorporated by reference.
3. This resolution is effective immediately upon adoption.

***

Exhibit 1

AMENDMENT NO. 2 TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Amendment No. 2 to the Agreement for Landscape Maintenance Services between the City of Madera (City) and EMTS Inc. (Service Provider) is entered into effective February 5, 2025.

RECITALS

WHEREAS, the City of Madera ("City") is a municipal Corporation that provides services and facilities to the citizens of the community; and

WHEREAS, the City of Madera and Elite Maintenance & Tree Service, Inc. (EMTS) ("Contractor") entered an Agreement for the Landscape Maintenance Services for the Downtown District, certain City facilities, and median islands on February 19, 2020; and

WHEREAS, the Agreement was for three years with the option of being extended by mutual written consent for an additional two years; and

WHEREAS, on February 15, 2023, Council approved Amendment No. 1 to the Agreement, allowing for an extension through February 20, 2025; and

WHEREAS, Amendment No. 2 would extend the Agreement for 90 days, to May 21, 2025; and

WHEREAS, Amendment No. 2 only impacts a 90-day extension of the Agreement, all other terms remain; and

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

AMENDMENT

SECTION 1. Section 4 of the Agreement entitled "Term of Agreement" is amended by adding the following to the end of Section 4:

"Notwithstanding, the Parties agree to further extend the term of this Agreement by 90 days and to have it terminate on May 21, 2025, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement."

SECTION 2. This Amendment No. 2 is effective on February 05, 2025. Except as amended by this Amendment No. 2, all terms and conditions of the Agreement shall continue with full force and effect.

CITY OF MADERA

By: _____
Cece Gallegos, Mayor

Date: _____

EMTS INC.

By: _____
Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: _____
Shannon Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

REPORT TO THE CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-11

SUBJECT:

Second reading and adoption of Ordinance Text Amendment (OTA) 2024-01, a proposed amendment to Section 6-5.40 (Operating requirements for store front/retail facilities) of Chapter 5 (Cannabis Businesses) of Title VI of the City Municipal Code (CMC) to allow for curbside delivery at licensed cannabis business store front/retail facilities.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and take action as follows:

(1) Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations by title only.

SUMMARY:

An amendment of the City's zoning regulations requires two actions by the City Council (Council): the introduction of the Ordinance (first reading); and the adoption of the Ordinance (second reading). The Council waived the first reading and introduced by title only Ordinance Text Amendment (OTA) 2024-01, for the amendment of Section 6-5.40 (Operating requirements for store front/retail facilities) of Chapter 5 (Cannabis Businesses) of Title VI of the City Municipal Code (CMC) to allow for curbside delivery at licensed cannabis business store front/retail facilities of the City Municipal Code at a public hearing held on January 15, 2025.

On June 16, 2021, the City Council of the City of Madera, considered and approved Ordinance 977, which added to the Chapter 5 (Cannabis Businesses) to Title VI of the City Municipal Code (CMC),to permit commercial cannabis businesses within the City. This "Cannabis Business Permit Ordinance," established a regulatory program that requires all commercial cannabis uses to obtain a commercial cannabis business permit issued by the City prior to commencing operations.

The Ordinance also contains operational requirements aimed to protect and preserve the City of Madera residents' public health, safety, and welfare including the regulation of the permissible cannabis business operations such as: store front/retail facilities, non-store front retailers, cannabis business delivery vehicles, cannabis distributors, cannabis testing labs, cannabis manufacturing, cannabis cultivators, and cannabis delivery services.

,

Embarc Madera has filed an application for Ordinance Text Amendment (OTA) 2024-01, proposes to amend the Operating Requirements for Store Front/Retail Facilities contained in CMC § 6-5.40 et seq.; specifically §§ 6-5.40(G)(2) & (G)(3), pertaining to the regulation of sale and delivery of cannabis goods to patrons located within or about a motor vehicle to allow curbside delivery in accordance with the provisions of the California Code of Regulations.

ANALYSIS:

The proposed amendment is consistent with State regulations. The California Code of Regulations (CCR) Title 4, Division 19, § 15402, provides:

- A licensed retailer or licensed microbusiness authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery. Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle parked immediately outside the licensed retail premises. Curbside delivery of cannabis goods must occur under video surveillance and meet the requirements of section 15044, subsection (e) for recording point-of-sale areas. Retail employees engaging in curbside delivery must verify each customer's age pursuant to subsection (a). Licensed retailers who are only authorized to engage in retail sales through delivery shall not conduct sales through curbside delivery.

Further, California Code of Regulation Title 4, Division 19, § 15025 resembles Madera's Cannabis Business Permit Ordinance and states:

- Licensed retailers or licensed microbusinesses authorized to engage in retail sales shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle, except for curbside delivery conducted pursuant to section 15404.

As proposed, OTA 2024-01 would amend CMC §§ 6-5.40(G)(2) & (G)(3) to incorporate these provisions of the CCR to allow Store Front/Retail Facilities to conduct sales through curbside delivery. CMC §§ 6-5.40(G) would be amended to read as follows (see Attachment 1, Exhibit A):

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle, except for curbside delivery as provided in § 6-5.40(G)(3).

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle, except curbside delivery conducted pursuant to the following:

(a) A licensed retailer or licensed microbusiness authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery. Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle at a location on the licensed retail premises, which is immediately outside the structure, and which is not located adjacent to the public rights-of-way. Curbside delivery of cannabis goods must occur under video surveillance meeting the requirements of § 6-5.36(A)(5) and in substantial compliance with § 6-5.40(G)(5) for recording point-of-sale areas. Retail employees engaging in curbside delivery must verify each customer's age pursuant to § 6-5.40(B). Licensed retailers who are only authorized to engage in retail sales through delivery shall not conduct sales through curbside delivery.

The applicant has identified the following potential benefits in regard to the curbside pickup of cannabis goods/products:

- Improved public health and safety: Considering ongoing public health concerns such as COVID-19, curbside pickup helps minimize in-store congestion, thereby reducing the risk of communicable disease transmission.
- Enhanced customer convenience: Allowing curbside pickup will provide our customers with a safer and more convenient way to purchase cannabis products, especially for those with mobility issues or those who prefer a minimal-contact shopping experience.
- Economic viability: By expanding our service capabilities to include curbside pickup, we can better compete with neighboring jurisdictions that already permit such services, including Fresno, ultimately contributing to the local economy through increased sales and tax revenues.

The required security measures of the Cannabis Business Permit Ordinance require a cannabis business permittee to implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent theft of cannabis or cannabis products at the cannabis business. This can include perimeter fencing and exterior lighting, preventing individuals from remaining on the premises of the cannabis business, 24-hour security personnel, and a 24-hour video surveillance system for the licensed premises, including all point-of-sale areas. Additionally, curbside delivery would still be subject to existing codified regulations governing age verification. Given these existing mandatory security requirements would be applicable and can be adequately extended to cover curb side delivery areas immediately outside the structure of the licensed premises, it is staff's opinion that curbside delivery would not pose a significant risk or detriment to the public health, safety or welfare.

ENVIRONMENTAL REVIEW:

Staff performed a preliminary environmental assessment and has determined that the project is exempt under Section 15061(b)(3) (General Rule) of the California Environmental Quality Act (CEQA) Guidelines because the activity is covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the

environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

OTA 2024-01 does not have potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Commercial cannabis storefront/retail businesses are limited in number by ordinance and awards for Commercial cannabis business permits are awarded by the City Council. Neither the designation/reservation of existing on-site parking stalls or improved areas of the licensed premises for curbside delivery, or the installation of additional video surveillance equipment will have potential to cause a significant effect on the environment.

COUNCIL ACTION:

The Council will be acting on OTA 2024-02. Staff recommends that the Council:

1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending City Municipal Code (CMC) Section 6-5.40 to allow for curbside delivery for cannabis business store front/retail operations by title only.

FINANCIAL IMPACT:

The applicant paid the Planning Department application/processing fees in accordance with the City's adopted Master Fee Schedule to offset the cost associated with processing the subject project application. Approval of OTA 2024-01 has potential to contribute to the success of local cannabis store front/retail businesses and ensuring the local market remains competitive with other nearby valley cities; ultimately, contributing to the local economy through increased sales and tax revenues.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Move to refer the item back to staff and/or continue the public hearing to a future City Council meeting at a date and time certain with direction to staff to return with an updated staff report and/or Ordinance (Council to specify and articulate reasons for referral/continuance).
2. Move to deny the request.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. City Council Ordinance
   Exhibit "A" – OTA 2024-01 Draft Ordinance

ATTACHMENT 1

City Council Ordinance

Including:

Exhibit “A”: OTA 2024-01

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CITY MUNICIPAL CODE (CMC) SECTION 6-5.40 TO ALLOW FOR CURBSIDE DELIVERY FOR CANNABIS BUSINESS STORE FRONT/RETAIL OPERATIONS

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, on June 16, 2021, the City Council of the City of Madera, considered and approved Ordinance 977, adding Chapter 5, Title VI, Cannabis Businesses to the City Municipal Code (CMC) to permit commercial cannabis businesses within the City; and

WHEREAS, the operating requirements for Store Front/Retail Facilities contained in CMC § 6.540(G) et seq. prohibit the sale and/or delivery of cannabis goods to persons located within or about a motor vehicle; and

WHEREAS, the provisions of the California Code of Regulations (CCR) Title 4, Division 19 (Department of Cannabis Control) permit a licensed cannabis retailer or microbusiness to conduct sales through curbside delivery; and

WHEREAS, Ordinance Text Amendment (OTA) 2024-01 would amend CMC §§ 6.540(G)(2) & 6.540(G)(3) in order to permit curbside delivery of cannabis products and goods in the City in accordance with the provisions of CCR Title 4, Division 19; and

WHEREAS, a preliminary environmental assessment was performed and the proposed project was found to be exempt pursuant to Section 15063(b)(3) (General Rule/Common Sense) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, the City provided notice of the Council hearing as required by law on December 7, 2024; and

WHEREAS, the Council received and independently reviewed OTA 2024-01 at the regularly scheduled meeting of the Council held on January 15, 2025; and

WHEREAS, at the January 15, 2025 Council meeting, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of the items before it, the Council now desires to adopt OTA 2024-01.

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

SECTION 2. CEQA Determination. A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council has determined the project is exempt pursuant to Section 15061(b)(3) (Common Sense) of the CEQA Guidelines. The activity is covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. OTA 2024-01 does not have potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Commercial cannabis storefront/retail businesses are limited in number by ordinance and awards for Commercial cannabis business permits are awarded by the City Council. Neither the designation/reservation of existing on-site parking stalls or improved areas of the licensed premises for curbside delivery, or the installation of additional video surveillance equipment will have potential to cause a significant effect on the environment. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. No further environmental analysis is required.

SECTION 3. Approval of OTA 2024-01. The Council hereby approves OTA 2024-01, amending section 6-5.40 of Chapter 5 of Title VI of the City Municipal Code as set forth in Exhibit "A" attached hereto with additions shown in underline and deletions shown in ~~strikethrough~~.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 6. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

Exhibit A

The City Council of the City of Madera does ordain as follows:

CHAPTER 5: CANNABIS BUSINESSES

§ 6-5.40 OPERATING REQUIREMENTS FOR STORE FRONT/RETAIL FACILITIES.

(A) No more than the number of cannabis retailers adopted by Council resolution may operate within the city at any one time and shall be issued a permit by the city.

(B) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and/or Cal. Health and Safety Code § 11362.71 identification card (Medical Marijuana Card). For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.

(C) Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician's recommendation, or a cannabis card issued pursuant to Cal. Health and Safety Code § 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(D) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the Chief of Police.

(E) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(F) All restroom facilities shall remain locked and under the control of management.

(G) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.

(1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle, except for curbside delivery as provided in § 6-5.40(G)(3).

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle, except curbside delivery conducted pursuant to the following:

(a) A licensed retailer or licensed microbusiness authorized to engage in storefront sales at their licensed premises may conduct sales through curbside delivery. Cannabis goods that have been purchased by a customer may be delivered to the customer in a vehicle at a location on the licensed retail premises, which is immediately outside the structure, and which is not located adjacent to the public rights-of-way. Curbside delivery of cannabis goods must occur under video surveillance meeting the requirements of § 6-5.36(A)(5) and in substantial compliance with § 6-5.40(G)(5) for recording point-of-sale areas. Retail employees engaging in curbside delivery must verify each customer's age pursuant to § 6-5.40(B). Licensed retailers who are only authorized to engage in retail sales through delivery shall not conduct sales through curbside delivery.

(4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(H) Access to retailer premises.

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding § 6-5.38(H)(1), individuals who are at least 18 years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

(I) Authorized sales. A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(J) Limited access areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include

individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the City Manager, Chief of Police, or their designees upon request.

(K) Operating hours of the store front retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

(L) Store front/retail security requirements. All provisions incorporated within § 6-5.31 of this chapter (Security Measures), are directly applicable to and binding on all cannabis businesses, including all store front/retail businesses.

REPORT TO CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Meeting of: February 5, 2025

Agenda Item: B-12

SUBJECT:

Second Reading and adoption of an Ordinance to Prezone (REZ 2024-02) ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022) to facilitate annexation to the City of Madera.

RECOMMENDATION:

The City of Madera Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take action as follows:

1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera approving REZ 2024-02 and amending the official City of Madera Zoning Map to prezone ±6.93 acres of land to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district and ±12.97 acres of land to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district to facilitate annexation to the City of Madera (ANX 2024-01) by title only.

SUMMARY:

An amendment of the City's zoning regulations requires two actions by the City Council (Council): the introduction of the Ordinance (first reading); and the adoption of the Ordinance (second reading).

The Council waived the first reading and introduced by title only the Ordinance to amend the official City of Madera Official Zoning Map to prezone ±6.93 acres of land to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district and ±12.97 acres of land to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district to

facilitate annexation to the City of Madera (ANX 2024-01) at a public hearing held on January 15, 2025.

The applicant, CVI Group, filed applications for General Plan Amendment (GPA 2024-01) and Prezone (REZ 2024-02) pertaining to ±19.90 acres of land comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, in the County of Madera (APN[s]: 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022) to facilitate an annexation of Madera County territory (the "Project Area") to the City of Madera (ANX 2024-01).

GPA 2024-01 pertains to a ±6.93-acre parcel located on the northeast corner of Ellis and Fairview Streets (APN: 038-060-017) (the "Project Site"). GPA 2024-01 proposes to change the General Plan land use designation for the project site from the Low Density Residential (2.1-7 dwelling units per acre) designation to the Medium Density Residential (7.1-15 dwelling units per acre) designation. GPA 2024-01 was filed to facilitate approval of a Tentative Subdivision Map (TSM 2024-01) proposing to create a 61-lot single family residential planned development on the ±6.93-acre project site. At the public hearing held on January 15, 2025, the City of Madera City Council adopted Resolution No. 25-01 approving GPA 2024-01.

REZ 2024-02 (and ANX 2024-01) pertains to the entirety of the ±19.90-acre project area. REZ 2024-02 proposes to prezone the project site to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district consistent with the Medium Density Residential land use designation proposed in accordance with GPA 2024-01. The balance of the project area (±12.97 acres) is proposed to be prezoned to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district consistent with the existing Low Density Residential General Plan land use designation. Prezoning is a prerequisite to annexation of the project area to the City of Madera, which is required for purposes of facilitating the proposed subdivision of the project site in accordance with TSM 2024-01.

Pursuant to the provisions of City Municipal Code (CMC) §§ 10-3.1507 & 10-3.1508, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) was held before the Planning Commission on December 10, 2024. Following a complete hearing, the Commission adopted Resolution No. 2017 adopting the Mitigated Negative Declaration (SCH No. 2024110144) and the Mitigation Monitoring Program prepared for purposes of the proposed project in accordance with the provisions of the California Environmental Quality Act (CEQA) Guidelines and approving TSM 2024-01 contingent upon Council approval of GPA 2024-01, REZ 2024-02 and annexation to the City of Madera. At the same hearing, the Planning Commission adopted Resolution No. 2016 recommending the City Council approve GPA 2024-01 and REZ 2024-02.

Table 1 below provides a brief overview of the entitlement request, project applicant, project location and site characteristics.

Table 1: *Project Overview*

Project Number:	GPA 2024-01, Prezone 2024-02 (& ANX 2024-01)
Applicant:	CVI Group
Property Owner:	CVI Group
Location:	±19.90 acres of land bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east in the County of Madera, CA
Project Area / Project Site:	±19.90 acres / ±6.93 acres
Existing Land Use Designation:	±19.90 ac. - Low Density Residential (2.1-7 d.u./ac.)
Proposed Land Use Designation:	±12.97 ac. - Low Density Residential (2.1-7 d.u./ac.) ±6.93 ac. - Medium Density Residential (7.1-15 d.u./ac.)
Existing Zoning District:	RRS (Madera County - Residential, Rural, Single Family District)
Proposed Zoning District:	±12.97 ac. – R1 (Residential, one unit for each 6,000 sq. ft. of site area) ±6.93 ac. – PD-3000 (Planned Development, one unit for each 3,000 sq. ft. of site area).
Site Characteristics	Majority of the project area is composed of vacant and rural single family residential.

ANALYSIS:

Project Area & Site Characteristics

The project site of ±6.93 acres is currently vacant and most of the project area consists of rural residential development and vacant parcels. The project area is bounded by Adell and Fairview Streets on the south and west. The project area borders the Madera Irrigation District Canal on the north and east side.

The project area is located within the unincorporated area of the County of Madera but within the City of Madera Sphere of Influence (SOI) and Urban Growth Boundary (UGB) pursuant to the General Plan.

Annexation (ANX 2024-01):

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act) establishes procedures for local government changes of organization, including city incorporations, annexations to a city or special district, and city and special district consolidations.

Local agency formation commissions (LAFCOs) have numerous powers under the Act, but those of primary concern are the power to act on local agency boundary changes and to adopt spheres of influence for local agencies. Among the purposes of LAFCOs are the discouragement of urban sprawl and the encouragement of the orderly formation and development of local agencies.

Upon receipt of the project application, City staff met preliminarily with Madera County LAFCO staff for purposes of identifying a recommended logical and orderly boundary for annexation. Both City and LAFCO staff agree the most logical and orderly boundary would be a prolongation of the western boundary of the project site to the south to the existing incorporated City boundary at Adell Street. The existing incorporated City boundary to the east is the Madera Irrigation District Canal (Lat. 24.2).
Accordingly, the proposed project area includes all parcels within the area which City and County staff recommend will create the most logical and orderly boundary for annexation.

General Plan Amendment (GPA 2024-01) and Prezone (REZ 2024-02):

Approval of GPA 2024-02 amended the General Plan Land Use Map to change the land use designation for the project site (APN: 038-060-017) from Low Density Residential (2.1-7 dwelling units per acre) to Medium Density Residential (7.1-15 dwelling units per acre) to facilitate a subdivision of the project into 61 single family residential lots at a density of ±8.80 dwelling units per acre. The balance of the project area (±12.97 acres) for Low Density Residential 2.1-7 dwelling units/acre) uses. Policy LU-32 of the General Plan provides zoning shall be consistent with General Plan land use designations. Accordingly, REZ 2024-02 proposes:

- Prezone the project site (±6.93 ac.) to the PD-3000 (Planned Development, one unit for each 3,000 square feet of site area) zone district, consistent with the proposed Medium Density Residential land use designation in accordance with GPA 2024-01;
- Prezone the balance of the project area (±12.97 ac.) to the R1 (Residential, one unit for each 6,000 square feet of site area) zone district consistent with the existing Low Density Residential General Plan land use designation.

Policy LU-32 of the General Plan also provides Table LU-A: General Plan/Zoning Consistency of the General Plan shall be used to determine consistency for rezoning applications. The PD-3000 and the R1 zone districts are consistent with the Medium and Low Density Residential land use designations, respectively, pursuant to Table LU-A of the General Plan.

The Medium Density Residential land use designation approved by GPA 2024-01 will facilitate consistency between the proposed subdivision density and the General Plan Land Use designation; and allow prezoning to a zone district which will accommodate the proposed subdivision density and lot sizes (i.e., one unit for each 3,000 square feet of site/lot area).

Prezoning of the project area in accordance with REZ 2024-02 will create consistency between zoning (upon annexation to the City of Madera) and the General Plan land use designation in accordance with Policy LU-32 of the General Plan as well as the prezoning requirements for annexation as provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

The chart below indicates the proposed zone district and land use designation for the parcels included within the project area:

APN	Acres	Proposed City of Madera GP	Proposed City of Madera Zone District
038-060-017	6.93	Medium Density Residential (MD)	PD-3,000 (Planned Development, one unit per 3,000 sq ft)
038-060-028	1.95	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-060-032	1.0	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-060-033	1.18	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-016	0.91	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-017	1.51	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-018	0.92	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-019	1.15	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-020	2.33	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-021	0.77	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)
038-110-022	1.19	Low Density Residential (LD)	R-1 (One unit for every 6,000 sq ft)

ENVIRONMENTAL REVIEW:

The proposed project has been reviewed for compliance with the requirements of the California Environmental Quality Act (CEQA) Guidelines.

Precision Civil Engineering, Inc. has prepared an initial study, performed environmental analyses and evaluated the project in accordance with the CEQA Guidelines and criteria on behalf of the City as lead agency. The conclusions and findings resultant from these environmental studies, analyses and an evaluation of the proposed project determined that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the significant direct, indirect or cumulative effects on the environment to a level less-than-significant, and that preparation of a Mitigated Negative Declaration (MND) is appropriate for this project.

The Notice of Intent to adopt a Mitigated Negative Declaration (SCH No. 2024110144) was filed with the County Clerk and posted with the Governor's Office of Planning and Research (OPR) on November 8, 2024 and published in the Madera Tribune on November 9, 2024. This initiated a

public review period effectively commencing on November 9, 2024, and ending December 9, 2024.

On December 10, 2024, the City of Madera Planning Commission adopted Resolution No. 2017 adopting the Mitigated Negative Declaration (SCH No. 2024110144) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project and contingently approving the Tentative Subdivision Map (TSM 2024-01). The Commission therefore made the first project approval for the overall project as part of its consideration of the contingent approval of TSM 2024-01 on December 10, 2024.

As the first project approval, the Commission adopted the environmental findings of Mitigated The MND (SCH No. 2024110144) and the Mitigation Monitoring and Reporting Program prepared for purposes of the proposed project (including GPA 2024-01 & REZ 2024-02). The adopted Mitigated Negative Declaration provides the environmental assessment and criteria analyses for purposes of the entire proposed project, including subsequent actions by the City Council. As such, staff are proposing the Council find that this project has already been environmentally assessed, there have been no changes as contemplated by CEQA Guidelines Section 15162(a), and as such no further environmental documentation is required.

FISCAL IMPACT:

The applicant paid Planning Department entitlement fees in accordance with the City's adopted Master Fee Schedule to offset the cost associated with processing the subject project applications. Future development will be required to pay all contemporary impact fees, assessments and charges toward supporting City infrastructure and services.

ALTERNATIVES:

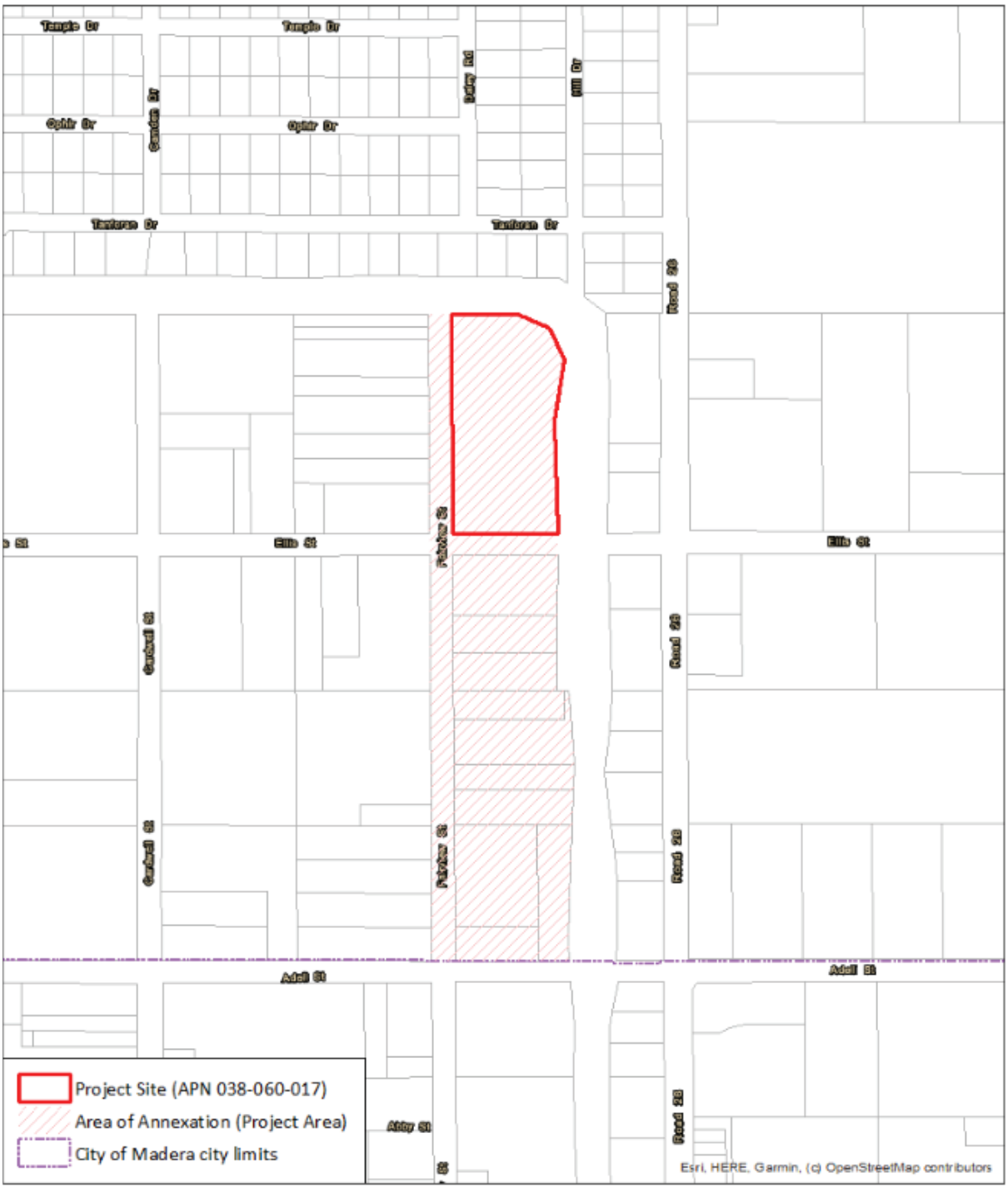
1. Move to continue the public hearing to a future City Council meeting at a date and time certain (Council to specify date) or refer the matter back to staff to be rescheduled at a later meeting date to-be-determined; with direction to staff; or,
2. Move to recommend denial of the proposed application(s), or any part thereof, in such form as the Council may deem to be advisable.

ATTACHMENTS:

1. Vicinity Map
2. Aerial Image
3. Planning Commission Resolution No. 2016 (Recommendation)
4. Mitigated Negative Declaration (SCH No. 2024110144)
5. City Council Ordinance (REZ 2024-02)
   Exhibit A: Existing Zoning Map
   Exhibit B: Amended Zoning Map

ATTACHMENT 1

Vicinity Map

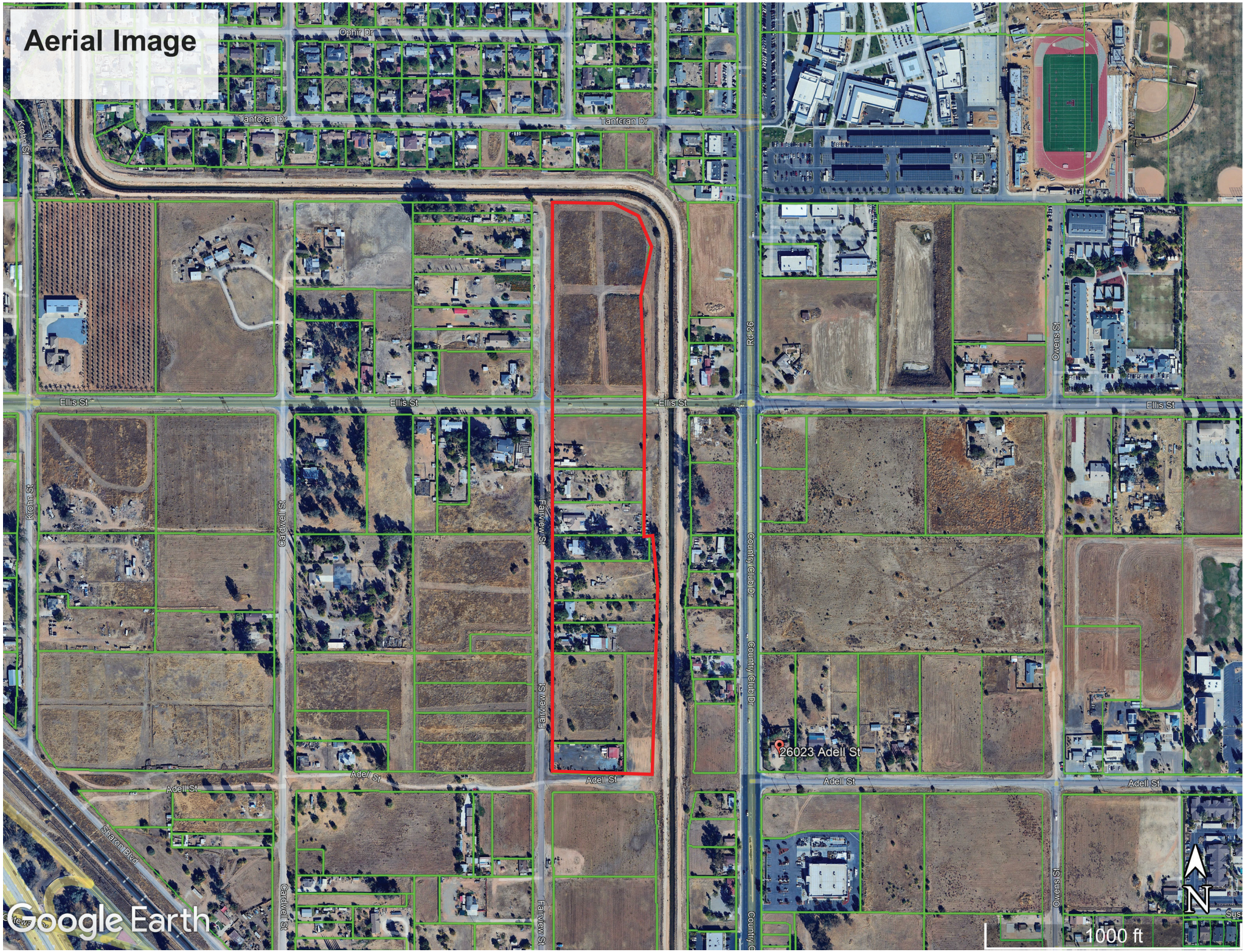


CITY OF MADERA - ELLIS/FAIRVIEW RESIDENTIAL SUBDIVISION

Created: 7/30/2024

ATTACHMENT 2

Aerial Image


Aerial Image
Ophir Dr
Tanforan Dr
Tanforan Dr
Krohn St
Ellis St
Ellis St
Ellis St
Ellis St
Rd 26
Owens St
Krohn St
Cardwell St
Fairview St
Fairview St
Country Club Dr
Country Club Dr
26023 Adell St
Adell St
Adell St
Adell St
Adell St
Shelton Blvd
Cardwell St
Fairview St
Owens St
N
1000 ft
Google Earth

ATTACHMENT 3

Planning Commission Resolution No. 2016

(Recommendation)

RESOLUTION NO. 2016

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA APPROVE GPA 2024-01 AND REZ 2024-02 TO FACILITATE ANNEXATION TO THE CITY OF MADERA (ANX 2024-01)

WHEREAS, CVI Group ("Owner") owns Assessor's Parcel Number (APN) 038-060-017, comprising ±6.93 acres of land located on the northeast corner of the intersection of Ellis Street and Fairview Street in the County of Madera, California (the "Project Site"); and

WHEREAS, the Owner has submitted an application for a General Plan Amendment (GPA) 2024-01 and Prezone (REZ) 2024-02 to facilitate annexation and approval of a Tentative Subdivision Map (TSM) 2024-01 for, and annexation of, the project site to the City of Madera; and

WHEREAS, the logical and orderly formation of an annexation boundary, in accordance with the provisions of the California Government Code (CGC), requires inclusion of a total ±19.90 acres of land comprised of eleven (11) parcels bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east in the County of Madera, CA (APN[s]: 038-060-017, 038-110-016, 038-110-017, 038-110-018, 038-110-019, 038-110-020, 038-110-021, 038-110-022, 038-060-028, 038-060-032, and 038-060-03) (the "Project Area"), to be annexed to the City of Madera; and

WHEREAS, the specific changes of organization requested consist of detachment of the project area territory from the County of Madera and annexation to the City of Madera; and

WHEREAS, the territory to be annexed is within the Sphere of Influence (SOI) and the Urban Growth Boundary of the City of Madera; and

WHEREAS, Government Code (CGC) § 56375(C)(7) requires, as a condition to annexation, that a city prezone the territory to be annexed or present evidence satisfactory to the Local Agency Formation Commission (LAFCO) that the existing development entitlements on the territory are consistent with the city's general plan; and

WHEREAS, GPA 2024-01 proposes to amend the General Plan Land Use Map to change the land use designation for the project site (±6.93 ac.) from Low Density Residential (2.1-7.0 dwelling units per acre) to Medium Density Residential (7.1-15 dwelling units per acre) to facilitate prezoning of the project site (±6.93 ac.) to the proposed PD-3,000 (Planned Development, one unit for each 3,000 square feet of site area) in accordance with REZ 2024-02; and

WHEREAS, REZ 2024-02 proposes to prezone the balance of the project area and annexation territory (±12.97 ac.) to the R-1 (Residential, one unit for each 6,000 square feet of site area) zone district; and

WHEREAS, the proposed PD-3,000 and R-1 zone districts are consistent with Medium Density and Low Density Residential land use designations of the General Plan, respectively,

pursuant to Policy LU-32 and in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan; and

WHEREAS, the project is compatible with other properties and environs within the vicinity of the project and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation of a Mitigated Negative Declaration (SCH 2024110144) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, project approval of TSM 2024-01 is contingent upon and subject to Council approval of GPA 2024-01 and REZ 2024-02 (to authorize ANX 2024-01), as well as the annexation of the territory to the City of Madera; and

WHEREAS, pursuant to the City's Municipal Code and State Planning and Zoning Law, the Planning Commission (Commission) is authorized to review and make recommendations to the City Council (Council) for prezones on behalf of the City; and

WHEREAS, the City provided notice of the Commission hearing as required by law for the regular meeting of the Planning Commission held on December 10, 2024; and

WHEREAS, the Commission received and independently reviewed and considered the information contained in the IS/MND pursuant to CEQA, and reviewed GPA 2024-01 and REZ 2024-02 (to authorize ANX 2024-01) at the duly noticed meeting on December 10, 2024; and

WHEREAS, at the December 10, 2024, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending the Council approve GPA 2024-01 and REZ 2024-02 and authorize ANX 2024-01; and

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

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: The Planning Commission finds an environmental assessment initial study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed Project and relevant environmental issues. Based on this review and assessment, the Planning Commission finds that although the project could have a significant effect on the environment, there will not be a significant effect because mitigation measures have been identified to reduce the potential

significant direct, indirect or cumulative effects on the environment to a level less-than-significant, and that a Mitigated Negative Declaration is appropriate for this project. The Planning Commission further finds the Initial Study and Mitigated Negative Declaration were timely and properly published and noticed as required by CEQA. As such, the Planning Commission has resolved to adopt Mitigated Negative Declaration (SCH No. 2024110144) including the Mitigation Monitoring and Reporting Program for purposes of the contingent approval of TSM 2024-01 and the proposed project.

3. Recommendation to City Council to Approve GPA 2024-01: Based on the evidence in the record, the Planning Commission recommends the Council approve the GPA 2024-01 to amend the General Plan Land Use Map to change the land use designation for the project site (±6.93 ac.) from Low Density Residential (2.1-7.0 dwelling units per acre) to Medium Density Residential (7.1-15 dwelling units per acre) to facilitate prezoning in accordance with REZ 2024-02 and subdivision of the project site for purposes of a 61-lot single family residential planned development at a density of ±8.80 dwelling units per acre in accordance with TSM 2024-01. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve GPA 2024-01 as shown in Exhibit A.

4. Recommendation to City Council to Approve REZ 2024-02: The Commission finds that REZ 2024-02 is consistent with the General Plan goals, policies and objectives and with the General Plan Land Use Plan contingent upon Council approval of GPA 2024-01. Subject to Council approval of GPA 2024-01, the project is consistent with General Plan Policy LU-32, which provides zoning shall be consistent with General Plan land use designations and Table LU-A, which shall be used to determine consistency for rezoning applications. In accordance with Table LU-A, the PD-3,000 (Planned Development, one unit for each 3,000 square feet of site area) and R-1 (Residential, one unit for each 6,000 square feet of site area) zone districts are consistent with the Low Density Residential and proposed Medium Density Residential land use designations for the territory to be annexed as designated by the General Plan and proposed in accordance with GPA 2024-01, respectively. The proposed PD-3000 zone district will allow for minimum 3,000 square-foot lot sizes, to facilitate approval of TSM 2024-01. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council approve REZ 2024-02 as shown in Exhibit B.

5. Annexation Findings: The Commission finds that the annexation of the proposed project area territory to the City of Madera is consistent with the goals, objectives, and policies of the Madera General Plan. The project is consistent with General Plan Policy LU-13, which states "The City shall support annexation of property to its boundaries for the purpose of new development only when it determines that the following conditions exist:

- Sufficient public infrastructure, facilities, and services are available or will be provided in conjunction with new development; and

- Demands on public infrastructure, facilities and services created by the new development will not result in reductions in capacity that is necessary to serve the existing city limits (including demand created by potential infill development),

reductions in existing service levels within the city limits, or the creation of detrimental fiscal impacts on the city"

The appropriate findings have been made and as a result, the project would be consistent with the City's General Plan. Therefore, based on evidence in the record, the Planning Commission recommends that the City Council authorize ANX 2024-01 as shown in Exhibit C.

6. Effective Date: This Resolution shall become effective immediately. The Secretary of the Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the Council of the City of Madera.

* * * *

Passed and adopted by the Planning Commission of the City of Madera this 10th day of December 2024, by the following vote:

AYES: Commissioners Rohi Zacharia, Bobby Sheikh, Balwinder Singh, Saim Mohammad, Jose Eduardo Chavez, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

Attachments:

Exhibit "A" – Existing and Proposed General Plan Land Use Map
Exhibit "B" – Existing and Proposed Zone Map
Exhibit "C" – Project Area/Territory Proposed for Annexation

ATTACHMENT 4

Mitigated Negative Declaration (SCH No. 2024110144)

https://www.madera.gov/home/departments/planning/#tr-current-projects-environmental-review-2436011

ATTACHMENT 5

City Council Ordinance (REZ 2024-02)

Including:

Exhibit “A”: Existing Zoning Map

Exhibit “B”: Amended Zoning Map

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZ 2024-02 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE ±6.93 ACRES OF LAND TO THE PD-3000 (PLANNED DEVELOPMENT, ONE UNIT FOR EACH 3,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT AND ±12.97 ACRES OF LAND TO THE R-1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT TO FACILITATE ANNEXATION TO THE CITY OF MADERA (ANX 2024-01)

WHEREAS, CVI Group, ("Applicant") has submitted an application to prezone (REZ 2024-02) ±19.90 acres of land, comprised of 11 parcels, bounded by Adell and Fairview Streets on the south and west and the Madera Irrigation District Canal (Lat. 24.2) on the north and east, comprising APN(s) 038-060-017, 028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022 in the County of Madera, California (the "Project Area"); and

WHEREAS, the project area is located within the Sphere of Influence and Urban Growth Boundary of the City of Madera and is planned for Low Density Residential (±12.97 acres) and Medium Density Residential (±6.93 acres) land uses on the adopted City of Madera General Plan Land Use Map, and

WHEREAS, REZ 2024-02 has been filed to facilitate annexation of the project area to the City of Madera in accordance with the provisions of the California Government Code (CGC); and

WHEREAS, the project area is currently zoned RRS (Residential, Rural, Single Family) by the Madera County Zoning Ordinance; and

WHEREAS, REZ 2024-02 proposes to prezone a ±6.93-acre portion of the project area located at the northeast corner of the intersection of Ellis and Fairview Streets (APN: 038-060-017) (the "Project Site") to the PD-3000 (Planned Development, One unit for each 3,000 square feet of site area) zone district to facilitate approval of a Tentative Subdivision Map (TSM 2024-01) proposing to create a 61-lot single family residential subdivision of the project site; and

WHEREAS, REZ 2024-02 proposes to prezone a ±12.97-acre portion of the project area located on the east side of Fairview Street between Ellis and Adell Streets (APN[s]: 038-060-028, 032 & 033 and 038-110-016, 017, 018, 019, 020, 021 & 022) to the R-1 (Residential, One unit for each 6,000 sq. ft. of site area) zone district to facilitate annexation of a logical boundary; and

WHEREAS, this project was assessed in accordance with the provisions of the California Environmental Quality Act ("CEQA") resulting in preparation and adoption of a Mitigated Negative Declaration (SCH No. 2024110144) including a Mitigation Monitoring and Reporting Program, which has been circulated, and made available for public review pursuant to the CEQA and the City of Madera Municipal Code (CMC); and

WHEREAS, pursuant to the CMC, the Planning Commission is authorized to adopt environmental determinations on behalf of the City; and

WHEREAS, pursuant to the CMC, a properly noticed public hearing was held before the Planning Commission of the City of Madera (Commission) on December 10, 2024, following which the Commission adopted Resolution No. 2017 to adopt the Mitigated Negative Declaration (SCH No. 2024110144) and the Mitigation Monitoring and Reporting Program prepared for the proposed project; and

WHEREAS, at the properly noticed public hearing held before the Planning Commission of the City of Madera (Commission) on December 10, 2024, the Commission adopted Resolution No. 2016, recommending the City Council of the City of Madera (Council) approve REZ 2024-02; and

WHEREAS, pursuant to the CMC, a public hearing (for amendments to zone boundaries/changes of property from one zone to another) shall be held before the Council and the Council shall adopt the amendment; and

WHEREAS, the City provided notice of the Council hearing on January 15, 2025 as required by law; and

WHEREAS, the Council received and independently reviewed REZ 2024-02 during the duly noticed public hearing conducted at the regularly scheduled meeting of the Council on January 15, 2025; and

WHEREAS, at the January 15, 2025, public hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of all the items before it, the Council now desires to adopt this Ordinance approving REZ 2024-02, and

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

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

SECTION 2. CEQA. This project has been previously assessed. The City Council finds that pursuant CEQA Guidelines § 15162 subsequent environmental review is not required for REZ 2024-02 based on the following:

a. No substantial changes are proposed in the project which will require major revisions of the previous mitigated negative declaration due (MND) to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. In this case, the Planning Commission approved the MND almost immediately prior to the adoption of this Ordinance. REZ 2024-02 is consistent with the same density, intensity, and use, and is exactly as contemplated by the MND. As such, the proposed REZ 2024-02 has the same environmental impacts assessed in the MND.

b. No substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase

in the severity of previously identified significant effects. In this case, REZ 2024-02 is exactly consistent with the MND and specifically contemplated by it. Additionally, REZ 2024-02 allows for the implementation of the subdivision map(s) contingently approved by the Planning Commission as part of the approval of the MND, property will continue to be used for residential uses as originally contemplated by the MND, and there are no new substantial changes in the physical environment that were not anticipated in the MND, including its analysis in light of the development contemplated.

c. There is no new information, which was not known and could not have been known at the time of the previous mitigated negative declaration that the project will have significant effect not discussed in the MND. The REZ 2024-02 will not have any more significant effects than that already discussed and assessed in the MND and was specifically contemplated by the MND. Furthermore, since a MND was previously adopted for the project, the considerations set forth in CEQA Guidelines § 15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable.

Based upon these findings, the City Council determines that this project has already been environmentally assessed and no further environmental documentation is required for REZ 2024-02.

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed prezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds REZ 2024-02 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

a. The proposed Prezone will provide the required consistency between the General Plan and zoning in accordance with Table LU-A: General Plan/Zoning Consistency of the Madera General Plan as required by General Plan Policy LU-32. Table LU-A of the General Plan identifies General Plan Land Use Category and Consistent Zoning Districts. According to Table LU-A, the R-1 and PD-3000 zone districts are consistent with the Low-Density Residential Land Use designation for the site, respectively.

b. The Prezone is not expected to be detrimental to the health, safety peace, comfort, or general welfare of the neighborhood or the City. Environmental analyses and findings prepared for the proposed project and as provided in the MND (SCH No. 2024110144) considered potential environmental impacts associated with the project. Mandatory findings of significance provide the project will not result in significant environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. In addition, all required standards of the Zoning Regulations contained within the City Municipal Code will be complied with and conditions of approval will be applied and mitigation measures implemented to ensure the proposed project will not be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or City.

SECTION 4. Approval of REZ 2024-02. The City Council hereby approves REZ 2024-02 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code as illustrated in the hereto attached Exhibits “A” and “B” which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

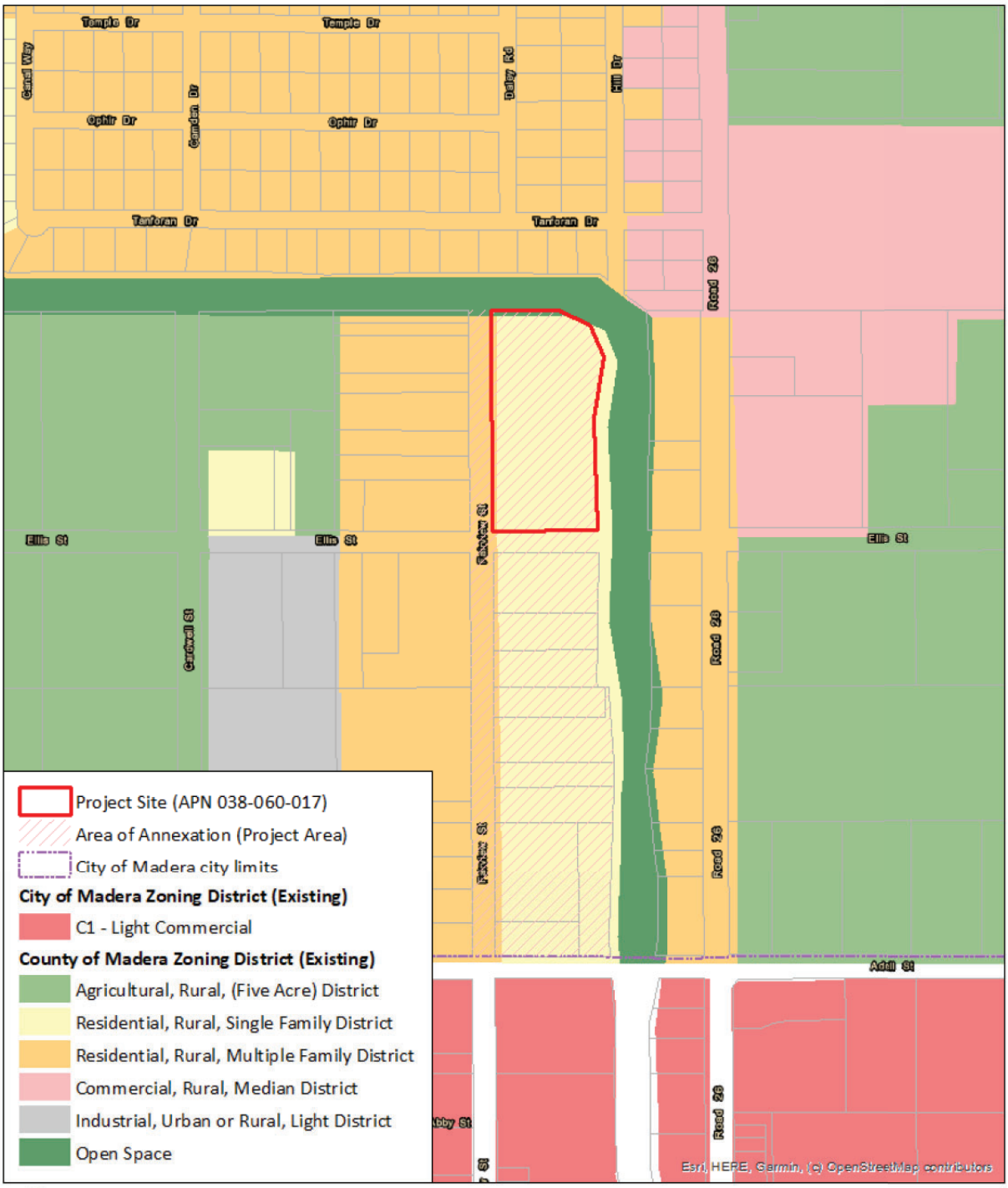
SECTION 6. Posting. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 7 Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

Exhibit “A”: Existing Zoning Map
Exhibit "B”: Amended Zoning Map

Exhibit A: Existing Zoning Map



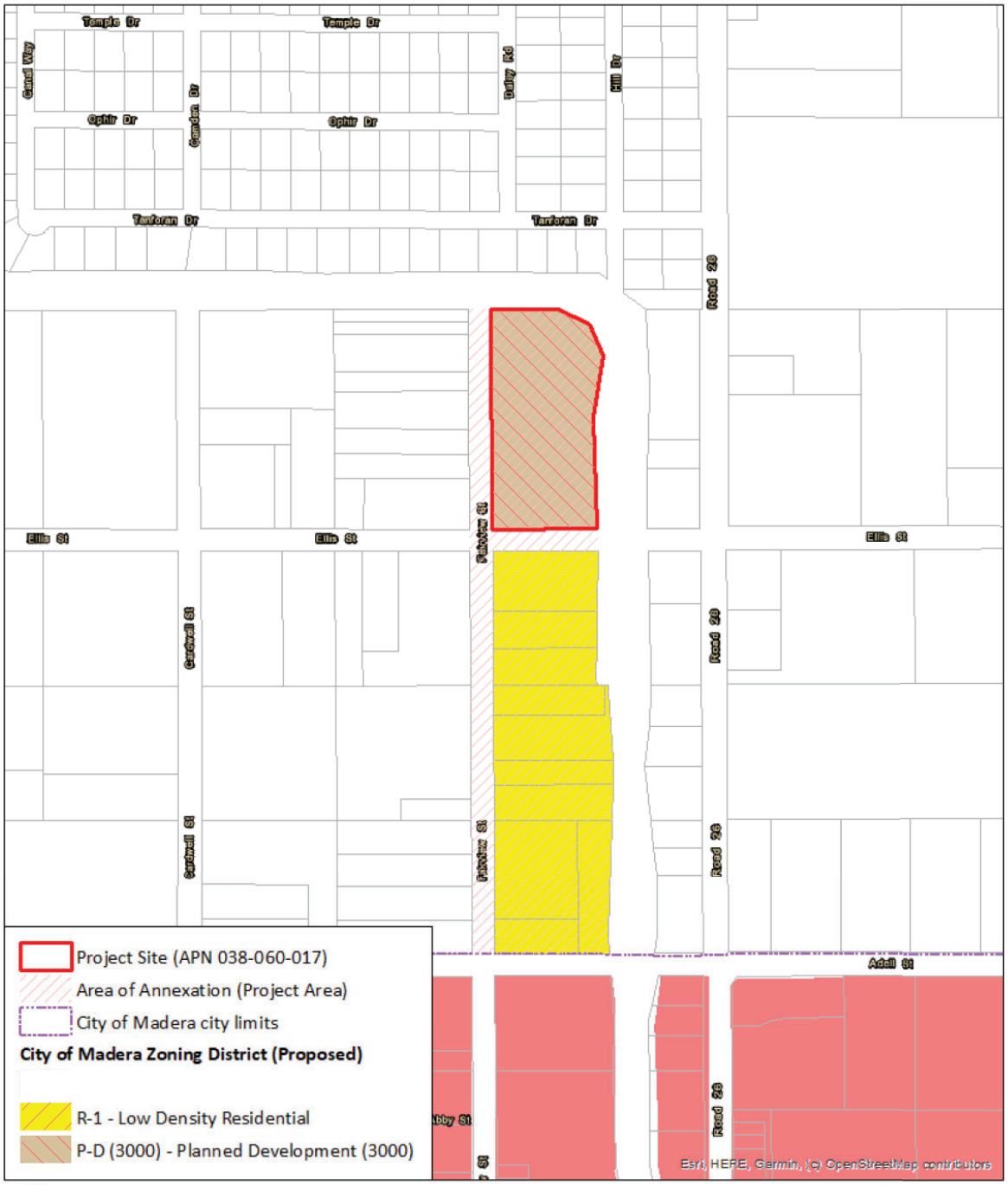
0 0.045 0.09 0.18 0.27 0.36 Miles

CITY OF MADERA - ELLIS/FAIRVIEW RESIDENTIAL SUBDIVISION

PRECISION CIVIL ENGINEERING, INC.

Created: 7/30/2024

Exhibit B: Amended Zoning Map



CITY OF MADERA - ELLIS/FAIRVIEW RESIDENTIAL SUBDIVISION

Created: 7/30/2024

REPORT TO THE CITY COUNCIL

Approved by:

Will Tackett, Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-13

SUBJECT:

Second reading and adoption of Ordinance Text Amendment (OTA) 2024-02, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code

RECOMMENDATION:

The Planning Commission and staff recommend the City Council conduct a public hearing and take action as follows:

1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing by title only.

SUMMARY:

An amendment of the City's zoning regulations requires two actions by the City Council (Council): the introduction of the Ordinance (first reading); and the adoption of the Ordinance (second reading). The Council waived the first reading and introduced by title only Ordinance Text Amendment (OTA) 2024-02, for the amendment of Chapter 3 of Title X: Planning and Zoning of the City Municipal Code at a public hearing held on December 18, 2024.

On December 2, 2015, the City adopted the 2016-2024 Housing Element (5th Cycle), which included an evaluation of the City's regulations and practices, and recommended programs (referred to as action items in this version of the Housing Element) to demonstrate compliance with State-mandated requirements related to housing. Of these action items, Action Item H-1.1.3, H-1.1.4, H-1.3.1, and H-4.6.1 were developed and adopted with the intention of modifying the zoning ordinance to not only come into compliance with State law but to minimize governmental constraints for a variety of housing options, especially housing for special needs

groups. The City is now in the process of updating its 6th Cycle Housing Element for the 2024-2032 planning period, which includes similar programs requiring amendments to the City's zoning ordinance for compliance with recent State legislation.

As a result, the City has initiated an Ordinance Text Amendment (OTA) 2024-02 to Chapter 3 of Title X of the City's Municipal Code. OTA 2024-02 proposes to make the necessary modifications to implement the Housing Element, in addition to accommodating other State of California housing-related regulations that have taken effect over the last several years.

City Municipal Code (CMC) Section 10-3.1500 et seq. provides that a public hearing shall be held before the Planning Commission (Commission) for proposed amendments the Zoning Regulations of the CMC (Chapter 3, Title X); and, after the conclusion of the public hearing, the Commission shall render a recommendation to the City Council (Council). Accordingly, the Commission held a public hearing on December 10, 2024, to consider the proposed changes to Chapter 3 of Title X of the Madera Municipal Code and voted to recommend that the City Council approve the amendments. Following the recommendation made by the Commission, the Council shall take action pursuant to CMC Section 10-3.1509.

BACKGROUND:

Under California law, all cities and counties are required to adopt and maintain a General Plan (Government Code [GC] Section 63500, et seq.). The General Plan must contain eight mandatory elements (topical areas): land use, circulation, housing, conservation, open space, noise, safety, and environmental justice. The Housing Element is the only element that must be updated on a specified schedule. Each city or county is required to update its Housing Element every eight years. Each eight-year planning period is referred to as a "cycle." The current cycle is the 6th Cycle, which runs from 2024-2032. The County of Madera, as well as all of the other San Joaquin Valley counties, are each making updates to their Housing Elements within the 2024-2032 cycle. GC Sections 65580-65589.11 specify the contents for Housing Elements along with the update schedule. A Housing Element must identify and analyze the jurisdictions existing and projected housing needs to ensure adequate housing exists for all economic segments of the community.

As discussed above, the Housing Element is required to have programs which implement the Housing Element. Some of these programs have specific timelines that are required to be met in order for the City to be in compliance with State Housing Element Law. In the case of Madera, the Housing Element states that the City will review and revise the City's zoning ordinance within one year of the adoption deadline for the City's 6th cycle housing element (or by December 31, 2024). The intent of these zoning ordinance changes are to affirmatively further fair housing practices that reduce barriers for special needs groups and low-income individuals to find housing within the City. While the zoning ordinance changes do not in themselves create housing products, they would streamline housing production for many housing types by making them by-right uses. Additionally, definitions relating to housing are updated within the zoning ordinance, accessory dwelling unit regulations are revised to encourage housing that would help the City

meet its Regional Housing Needs Allocation, and housing developments are streamlined in general to encourage "Missing Middle Housing".

On December 6, 2023, the Council adopted Resolution No. 23-204 approving a master agreement between the Madera County Transportation Commission (MCTC) and the City to apply, received, perform and utilize suballocated Regional Early Action Plan (REAP) funds to review and assess local ordinances and regulations and to amend zoning regulations which demonstrate a nexus to increasing housing, accelerating production and/or facilitating compliance to implement the 6th Cycle Housing Element Update. The proposed amendments to the Zoning Regulations are a result of this agreement and subsequent efforts.

ANALYSIS:

OTA 2024-02 would add or clarify procedures, definitions, and use regulations for housing-related uses in zones that allow for residential uses within the City. The amendments proposed under OTA 2024-02 comply with State housing laws designed to reduce the amount of subjectivity and discretion that agencies, including the City, can impose on certain housing developments. Following is a summary of the amendments reflected in OTA 2024-02, included as Exhibit "A" to the attached Resolution (Attachment 1).

Procedures

The following procedures for the items listed below have been updated or added to the zoning ordinance. Each of these procedures are required for compliance with specific State legislation.

- Reasonable Accommodations (City Municipal Code [CMC] Section 10-3-5.201 et. seq.)
    - The existing Reasonable Accommodations language in the zoning ordinance has been updated to reflect the latest requirements of State law.
- Administrative Plan Review (CMC Section 10-3-4.201 et. seq.)
    - State law requires that certain uses be ministerially approved, so long as they meet the required standards. The Administrative Plan Review process has been added in order to establish an approval process for ministerial projects.

Accessory Dwelling Unit Provisions (CMC Section 10-3.513)

The zoning ordinance amendments now reflect the most recent requirements for accessory dwelling units, including the number and type of accessory dwelling units allowed and the objective standards applicable to accessory dwelling units. Review of accessory dwelling units is required to be ministerial, which is also reflected in the amendments. The number and type of accessory dwelling units allowed, as proposed in the zoning ordinance amendments, are described in further detail below. The proposed amendments are consistent with State law and in some cases allow for additional flexibility in the allowance of accessory dwelling units.

Multifamily Residential

Senate Bill 1211, which takes effect January 1, 2025, allows for existing multifamily developments to have up to eight total detached accessory dwelling units, with the stipulation that the development may have one detached accessory dwelling unit for every primary unit in the existing development up to a maximum of eight. Proposed multifamily development projects may have up to two detached accessory dwelling units. As proposed, the amended zoning ordinance would allow both existing and proposed multifamily developments to allow one detached accessory dwelling unit for every primary unit, up to a maximum of eight accessory dwelling units on a site.

Single Family Residential

As proposed, the amended zoning ordinance would allow single-family residential lots to provide one junior accessory dwelling unit, one attached accessory dwelling unit, and one detached accessory dwelling unit, which is consistent with State law. Additionally, the amended zoning ordinance would allow for "bonus" accessory dwelling units in excess of the maximum allowed on a single-family lot pursuant to State law. Bonus accessory dwelling units would apply specifically to single family residential zoned lots. Bonus accessory dwelling units would be granted based on affordability. Should a single-family lot deed restrict an accessory dwelling unit, it would qualify for one bonus accessory dwelling unit, which would be in addition to the number of accessory dwelling units allowed under State law. If a single-family lot provides two deed restricted accessory dwelling units, they would be granted another bonus accessory dwelling unit for a total of two bonus accessory dwelling units so long as the second bonus accessory dwelling unit meets certain accessibility requirements consistent with the American Disability Act (ADA). Single family residential lots would be allowed to provide a combination of units, including the primary unit, a junior accessory dwelling unit, and accessory dwelling units, not to exceed eight total units on a given lot. These provisions would provide an innovative way to encourage housing across the City, promote senior housing, and seek to lower housing costs with a large housing stock available to City residents. All units would still be required to meet applicable development standards for the property.

State Density Bonus Law Provisions (CMC Section 10-3-5.101 et. seq.)

The affordable housing density bonus provisions in the existing zoning ordinance have been updated to meet the most recent version of these regulations, consistent with State law.

Definitions (CMC Section 10-3.201)

The following definitions have been added to or amended in the zoning ordinance for consistency with State mandated requirements.

- Accessory Dwelling Units
- Emergency Shelters
- Employee Housing
- Family
- Farmworker Housing

- Group Residential Facility, Small and Large
- Low Barrier Navigation Centers
- Manufactured Home
- Mobile Home Park
- Residential Care Facilities
- Single Room Occupancy
- Supportive Housing
- Transit Corridor
- Transit Stop

Allowed Uses

The following uses have been added as permitted or conditionally permitted uses within the noted zone districts.

- Permitted uses with Administrative Plan Review approval in Residential Districts (R-1, R-2, R-3)
    - Accessory Dwelling Units
    - Mobilehomes
    - Multifamily housing types (duplexes, triplexes, fourplexes, etc.)
    - Transitional Housing
    - Supportive Housing
- Permitted uses Commercial and Industrial Districts (PO, C-1, C-2, C-R, C-N, I)
    - Low Barrier Navigation Centers
    - Supportive Housing
    - Transitional Housing
- Conditionally permitted uses in Commercial Districts (PO, C-1, C-2, C-N)
    - Single Room Occupancy Units

Other Changes

Changes made outside of those required by State Law include what is listed below.

- Removal of the Zoning Administrator role and assignment of the Zoning Administrator duties to the Planning (Community Development) Director.
    - The Zoning Administrator role is found not to be a necessary piece of the zoning ordinance and contrary to efforts to streamline processes, including housing production in some zone districts. As a result, the duties of the Zoning Administrator and uses subject to Zoning Administrator approval have been alternatively assigned. This will decrease any potential for confusion in processual requirements and contribute to the streamlining of application processing.
- Procedures for amendments to previously approved permits
    - Processes for revisions to previously approved permits have been added, allowing changes that meet certain thresholds to be approved at staff level. Changes that exceed the set thresholds must be considered by the original approval authority for

the permit. This will streamline approvals for changes to permits that are minor or routine in nature.

- Expansion of language regarding interpretation
    - The existing zoning ordinance contains language regarding where interpretation of the ordinance applies, however it does not provide the authority to interpret. The interpretation language has therefore been expanded to allow the Planning Director to make interpretations of the zoning ordinance. An interpretation made by the Planning Director may be appealed to the Planning Commission.
- Codification of a General Plan Amendment process
    - The City processes General Plan Amendments via recommendation by the Planning Commission and approval by the City Council, but the process and level of authority is not outlined in the existing ordinance. Language has been added to outline the process.
- Other changes which were made on the basis of clarifying existing language or processes and to eliminate redundancies in the existing zoning ordinance

ENVIRONMENTAL REVIEW:

The first step in complying with the California Environmental Quality Act (CEQA) is to determine whether the activity in question constitutes a "project" as defined by CEQA (Public Resources Code Section 21000, et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq.). A "project" consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1).

OTA 2024-02 does not authorize any particular activity. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this general "common sense" rule, it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, and therefore it is not subject to further environmental review.

COUNCIL ACTION:

The Council will be acting on OTA 2024-02. Staff recommends that the Council:

1. Waive full reading and adopt an Ordinance of the City Council of the City of Madera determining the project is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines and amending Chapter 3 of Title X: Planning and Zoning of the City Municipal Code regarding housing-related definitions, procedures, and regulated uses in zone districts that allow housing.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Move to refer the item back to staff and/or continue the public hearing to a future City Council meeting at a date and time certain with direction to staff to return with an updated staff report and/or Ordinance (Council to specify and articulate reasons for referral/continuance).
2. Move to deny the request.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Planning Commission Resolution (Recommendation)
2. City Council Ordinance
   Exhibit “A” – OTA 2024-02 Draft Ordinance

ATTACHMENT 1

Planning Commission Resolution
(Recommendation)

RESOLUTION NO. 2012

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECCOMENDING THE CITY COUNCIL OF THE CITY OF MADERA ADOPT AN ORDINANCE AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE REGARDING HOUSING-RELATED DEFINITIONS, PROCEDURES, AND REGULATED USES IN ZONE DISTRICTS THAT ALLOW HOUSING

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, the City is in the process of preparing its 6th Cycle Housing Element, which would contain implementation programs requiring the City to make updates to its Zoning Ordinance that would affirmatively further fair housing practices and streamline housing processes within the city in order to comply with State law; and

WHEREAS, on December 6, 2023, the Council adopted Resolution No. 23-204 approving a master agreement between the Madera County Transportation Commission (MCTC) and the City to apply, received, perform and utilize suballocated Regional Early Action Plan (REAP) funds to review and assess local ordinances and regulations and to amend zoning regulations which demonstrate a nexus to increasing housing, accelerating production and/or facilitating compliance to implement the 6th Cycle Housing Element Update; and

WHEREAS, Ordinance Text Amendment (OTA) 2024-02 that would amend Chapter 3 of Title X of the Madera Municipal Code (Planning and Zoning) in order to comply with State Housing Element Law and implement the Madera General Plan and implement procedures consistent with refinements to State law; and

WHEREAS, State law requires that OTA 2024-02 be adopted on or prior to December 31, 2024; and

WHEREAS, OTA 2024-02 will have a positive impact on the City and its citizens by providing opportunities for additional housing options at a variety of income levels and will bring the City into compliance with recent State legislation; and

WHEREAS, the City has determined that the project is exempt under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) and that no additional environmental analysis is required; and

WHEREAS, under the City's Municipal Code, the Planning Commission (Commission) is a recommending body for Ordinance Text Amendments and will forward a recommendation to the Madera City Council (Council) on OTA 2024-02; and

WHEREAS, the City provided notice of the Commission hearing as required by law on October 30, 2024; and

WHEREAS, at the November 12, 2024, Planning Commission hearing, the Commission continued the item to the December 10, 2024, Planning Commission hearing; and

WHEREAS, the Commission received and independently reviewed OTA 2024-02 at a duly noticed meeting on December 10, 2024; and

WHEREAS, at the December 10, 2024, Commission meeting, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, the Commission has independently completed its review of the staff report and documents submitted for OTA 2024-02, evaluated the information contained within the report and documents submitted, and considered testimony received as part of the public hearing process; and

WHEREAS, after due consideration of the items before it, the Commission now desires to adopt Resolution recommending that the Council adopt OTA 2024-02.

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

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA: A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission recommends the City Council determine the project is exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, OTA 2024-02 does not authorize any particular activity, and is primarily being updated to address and implement changes to State law and to and add refinements to local policies that are within the scope of the State law. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. No further environmental analysis is required.

3. Recommendation: The Commission hereby recommends that the Council approve OTA 2024-02, amending the sections of Chapter 3 of Title X of the City Municipal Code enumerated herein and in substantially the form contained in Exhibit "A" attached hereto with deletions shown in ~~strikethrough~~ and additions shown in underline.

The following sections have been proposed for amendment:

- 10-3.201 DEFINITIONS.
- 10-3.301 ESTABLISHMENT.
- 10-3.302 ZONING MAPS.
    - Subsection(s): (B)
- 10-3.304 ZONE BOUNDARIES.
- 10-3.401 INTERPRETATION.
- 10-3.405 USES.
    - Subsection(s): (I), (J), (L)
- 10-3.406 NONCONFORMING BUILDINGS AND USES.
    - Subsection(s): (H)
- 10-3.412 FENCES, WALLS, AND HEDGES.
    - Subsection(s): (C)
- 10-3.415 DWELLING ON FRONT OF LOTS
- 10-3.416 OUTDOOR RETAIL SALES.
    - Subsection(s): (B)
- 10-3.4.0101 PURPOSES.
- 10-3.4.0105 REVIEW AND ACTION.
    - Subsection(s): (A), (B), (C)
- 10-3.40106 APPROVAL DETERMINATIONS.
- 10-3.4.017 CONDITIONS OF APPROVAL.
- 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS.
    - Subsection(s): (A), (B), (D), (E)
- 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES.
- 10-3.4.0113 BUILDING PERMIT.
- 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL.
- 10-3.4.0115. OCCUPANCY.
    - Subsection(s): (A)

- 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION.
- 10-3.4.0117 APPEAL TO THE CITY COUNCIL.
    - Subsection(s): (B), (D), (E)
- 10-3.501 R ZONES; PURPOSE AND APPLICATION.
- 10-3.504 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.505 CONDITIONAL USES; COMMISSION APPROVAL.
- 10-3.506 FENCES, WALLS, AND HEDGES.
- 10-3.507 MINIMUM SITE AREA AND DIMENSIONS.
- 10-3.508 YARD REQUIREMENTS.
- 10-3.509 MINIMUM OPEN SPACE.
- 10-3.510 BUILDING HEIGHT.
- 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS.
- 10-3.513 ACCESSORY DWELLING UNITS.
- 10-3-5.101 PURPOSE.
- 10-3-5.201 PURPOSE.
- 10-3-5.202 APPLICABILITY.
    - Subsection(s): (A)
- 10-3-5.203 PROCEDURE.
    - Subsection(s): (A), (C), (D), (E)
- 10-3-5.204 APPROVAL FINDINGS.
- 10-3-5.205 CONDITIONS OF APPROVAL.
- 10-3-5.206 APPEALS.
    - Subsection(s): (A), (B), (F)
- 10-3.752 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.802 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.902 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3-9.102 PERMITTED USES.
    - Subsection(s): (A), (C)

- 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.202 PERMITTED USES.
- 10-3-9.202.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.203 CONDITIONAL USES.
- 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.1002 USES PERMITTED.
    - Subsection: (A), (B), (D)
- 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL
- 10-3.1202 PARKING SPACES REQUIRED.
- 10-3.1306 PUBLIC HEARINGS.
    - Subsection(s): (A)
- 10-3.1307 ACTION BY COMMISSION.
    - Subsection(s): (B)
- 10-3.1309 APPEALS.
- 10-3.1310 ACTION ON APPEALS BY COUNCIL.
    - Subsection(s): (D)
- 10-3.1502 INITIATION OF PROCEDURE.
    - Subsection(s): (B)
- 10-3.1506 NOTICES.
    - Subsection(s): (A), (B)
- 10-3.1508 FINDINGS OF THE COMMISSION.
- 10-3.1601 INTERPRETATION
    - Subsection(s): (B) and (E) [for deletion]
- 10-3.1605 COMMENCEMENT OF PROCEEDINGS.

The following section would be added:

- 10-3.402 APPLICABILITY.
- 10-3.417 AMENDMENTS TO PREVIOUSLY APPROVED PERMITS
- 10-3.423 SINGLE ROOM OCCUPANCY
- 10-3.4.0111 AMENDMENT OF APPROVED PLANS.
- 10-3-4.201 PURPOSE
- 10-3-4.202 APPLICABILITY

- 10-3-4.203 APPLICATION REQUIREMENTS
- 10-3-4.204 REVIEW AND ACTION
- 10-3-4.205 APPROVAL FINDINGS
- 10-3-4.206 NOTICE OF DECISION
- 10-3-4.207 APPEALS
- 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS
- 10-3-4.209 AMENDMENTS
- 10-3.502 DENSITY.
- 10-3.503 PERMITTED USES.
- 10-3-5.102 APPLICABILITY
- 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS.
- 10-3-5.104 APPLICATION
- 10-3-5.105 DENSITY BONUS ALLOWANCES FOR QUALIFIED HOUSING DEVELOPMENTS
- 10-3-5.106 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING
- 10-3-5.107 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.108 INCENTIVES AND CONCESSIONS
- 10-3-5.109 WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS
- 10-3-5.110 PARKING STANDARD MODIFICATIONS
- 10-3-5.111 AFFORDABLE HOUSING AGREEMENT
- 10-3-5.207 AMENDMENTS
- 10-3-5.208 CONSIDERATION FACTORS
- 10-3.603 (RESERVED).
- 10-3.604 (RESERVED).
- 10-3.1801 NECESSITY
- 10-3.1802 APPLICABILITY
- 10-3.1803 APPLICATION AND FEES
- 10-3.1804 APPROVAL AUTHORITY
- 10-3.1805 PUBLIC HEARING AND NOTICING
- 10-3.1806 CONDITIONS OF APPROVAL
- 10-3.1807 FINDINGS FOR APPROVAL

- 10-3.1808 APPEALS
- 10-3.1809 AMENDMENTS
- 10-3.1901 NECESSITY
- 10-3.1903 APPLICATION AND FEES
- 10-3.1904 APPROVING AUTHORITY
- 10-3.1905 PUBLIC HEARING AND NOTICE
- 10-3.1906 FINDINGS OF APPROVAL
- 10-3.1907 NOTICE OF DECISION
- 10-3.1908 APPEALS
- 10-3.1909 EXPIRATION AND TIME EXTENSION
- 10-3.1910 AMENDMENTS
- 10-3.1911 FREQUENCY OF AMENDMENTS
- 10-3.1912 ADDITIONAL NOTICE REQUIRED

The following sections would be deleted (and reserved as appropriate):

- 10-3.402 LESS RESTRICTIVE LESS PROHIBITED.
- 10-3.415.1 (Reserved).
- 10-3.417 ZONING ADMINISTRATOR
- 10-3.419 TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES (REPEALED)
- 10-3.4.0111 REVISIONS OF APPROVED PLANS.
- 10-3-4.301 ENVIRONMENTAL REVIEW
- 10-3.502 R; PERMITTED USES
- 10-3.503 R; DENSITY
- 10-3.504.1 R; USES ALLOWED WITH ZONING ADMINISTRATOR'S PERMIT.
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.1056 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING
- 10-3-5.106 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.106 PARKING REQUIREMENTS IN DENSITY BONUS PROJECTS.
- 10-3-5.106 BONUS AND INCENTIVES FOR DEVELOPMENTS WITH CHILD CARE FACILITIES.
- 10-3-5.107 CONTINUED AVAILABILITY.

- 10-3-5.108 LOCATION AND TYPE OF DESIGNATED UNITS.
- 10-3-5.109 DENSITY BONUS AGREEMENT.
- 10-3-5.110 CONTROL OF RESALE.
- 10-3-5.111 JUDICIAL RELIEF, WAIVER OF STANDARDS.
- 10-3.603 RCO PERMITTED USES; ADMINISTRATIVE APPROVAL (REPEALED)
- 10-3.604 RCO CONDITIONAL USES; COMMISSION APPROVAL (REPEALED)

4. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 10th day of December 2024, by the following vote:

AYES: Commissioners Rohi Zacharia, Bobby Sheikh, Balwinder Singh, Saim Mohammad, Vice Chairperson Ramon Lopez, Chairperson Robert Gran Jr.

NOES: None

ABSTENTIONS: Commissioner Jose Eduardo Chavez

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett
Community Development Director

Exhibit "A" – OTA 2024-02 Draft Ordinance.

ATTACHMENT 2

City Council Ordinance

Including:

Exhibit “A”: OTA 2024-02

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE PROJECT IS EXEMPT PURSUANT TO SECTION 15061(b)(3) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES AND AMENDING CHAPTER 3 OF TITLE X: PLANNING AND ZONING OF THE CITY MUNICIPAL CODE REGARDING HOUSING-RELATED DEFINITIONS, PROCEDURES, AND REGULATED USES IN ZONE DISTRICTS THAT ALLOW HOUSING

WHEREAS, pursuant to the authority granted to the City of Madera ("City") by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote public health, public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property within the City lie within the City's police power; and

WHEREAS, the City is in the process of preparing its 6th Cycle Housing Element, which would contain implementation programs requiring the City make updates to its Zoning Ordinance that would affirmatively further fair housing practices and streamline housing processes within the city in order to comply with State law; and

WHEREAS, on December 6, 2023, the Council adopted Resolution No. 23-204 approving a master agreement between the Madera County Transportation Commission (MCTC) and the City to apply, received, perform and utilize suballocated Regional Early Action Plan (REAP) funds to review and assess local ordinances and regulations and to amend zoning regulations which demonstrate a nexus to increasing housing, accelerating production and/or facilitating compliance to implement the 6th Cycle Housing Element Update; and

WHEREAS, Ordinance Text Amendment (OTA) 2024-02 would amend Chapter 3 of Title X of the Madera Municipal Code (Planning and Zoning) in order to comply with State Housing Element Law and implement the Madera General Plan and implement procedures consistent with refinements to State law; and

WHEREAS, a preliminary environmental assessment was performed and the proposed project was found to be exempt pursuant to Section 15063(b)(3) (General Rule/Common Sense) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, under the Section 10-3.1508 of the City's Municipal Code (CMC), the Planning Commission (Commission) is a recommending body for Ordinance Text Amendments; and

WHEREAS, the Commission held a duly noticed public hearing for OTA 2024-02 on December 10, 2024, the Commission received and independently reviewed OTA 2024-02 and after due consideration of all the items before it, voted to recommend that the Council adopt the environmental determination for purposes of CEQA and approve OTA 2024-02; and

WHEREAS, under the Section 10-3.1509 of the City's Municipal Code, the Council shall take action upon receiving a recommendation from the Commission in regard to a proposed ordinance text amendment at a subsequent public hearing; and

WHEREAS, State law requires that OTA 2024-02 be adopted on or prior to December 31, 2024; and

WHEREAS, the City provided notice of the Council hearing as required by law on December 7, 2024; and

WHEREAS, the Council received and independently reviewed OTA 2024-02 at the regularly scheduled meeting of the Council held on December 18, 2024; and

WHEREAS, at the December 18, 2024, Council meeting, a public hearing was held, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Council; and

WHEREAS, after due consideration of the items before it, the Council now desires to adopt OTA 2024-02.

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

SECTION 2. CEQA Determination. A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The City Council has determined the project is exempt pursuant to Section 15061(b)(3) (Common Sense) of the CEQA Guidelines. The activity is covered by the general rule common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. OTA 2024-02 does not authorize any particular activity. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. No further environmental analysis is required.

SECTION 3. Approval of OTA 2024-02. The Council hereby approves OTA 2024-02, amending the sections of Chapter 3 of Title X of the City Municipal Code enumerated herein and in substantially the form contained in Exhibit "A" attached hereto with deletions shown in ~~strikethrough~~ and additions shown in underline.

The following sections have been proposed for amendment:

- 10-3.201 DEFINITIONS.
- 10-3.301 ESTABLISHMENT.
- 10-3.302 ZONING MAPS.
    - Subsection(s): (B)
- 10-3.304 ZONE BOUNDARIES.
- 10-3.401 INTERPRETATION.
- 10-3.405 USES.

    - Subsection(s): (I), (J), (L)
- 10-3.406 NONCONFORMING BUILDINGS AND USES.
    - Subsection(s): (H)
- 10-3.412 FENCES, WALLS, AND HEDGES.
    - Subsection(s): (C)
- 10-3.415 DWELLING ON FRONT OF LOTS
- 10-3.416 OUTDOOR RETAIL SALES.
    - Subsection(s): (B)
- 10-3.4.0101 PURPOSES.
- 10-3.4.0105 REVIEW AND ACTION.
    - Subsection(s): (A), (B), (C)
- 10-3.40106 APPROVAL DETERMINATIONS.
- 10-3.4.017 CONDITIONS OF APPROVAL.
- 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS.
    - Subsection(s): (A), (B), (D), (E)
- 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES.
- 10-3.4.0113 BUILDING PERMIT.
- 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL.
- 10-3.4.0115. OCCUPANCY.
    - Subsection(s): (A)
- 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION.
- 10-3.4.0117 APPEAL TO THE CITY COUNCIL.
    - Subsection(s): (B), (D), (E)
- 10-3.501 R ZONES; PURPOSE AND APPLICATION.
- 10-3.504 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.505 CONDITIONAL USES; COMMISSION APPROVAL.
- 10-3.506 FENCES, WALLS, AND HEDGES.
- 10-3.507 MINIMUM SITE AREA AND DIMENSIONS.
- 10-3.508 YARD REQUIREMENTS.
- 10-3.509 MINIMUM OPEN SPACE.
- 10-3.510 BUILDING HEIGHT.
- 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS.

- 10-3.513 ACCESSORY DWELLING UNITS.
- 10-3-5.101 PURPOSE.
- 10-3-5.201 PURPOSE.
- 10-3-5.202 APPLICABILITY.
    - Subsection(s): (A)
- 10-3-5.203 PROCEDURE.
    - Subsection(s): (A), (C), (D), (E)
- 10-3-5.204 APPROVAL FINDINGS.
- 10-3-5.205 CONDITIONS OF APPROVAL.
- 10-3-5.206 APPEALS.
    - Subsection(s): (A), (B), (F)
- 10-3.752 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.802 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3.902 USES PERMITTED.
    - Subsection(s): (A), (B), (C)
- 10-3-9.102 PERMITTED USES.
    - Subsection(s): (A), (C)
- 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.202 PERMITTED USES.
- 10-3-9.202.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3-9.203 CONDITIONAL USES.
- 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL.
- 10-3.1002 USES PERMITTED.
    - Subsection: (A), (B), (D)
- 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL
- 10-3.1202 PARKING SPACES REQUIRED.
- 10-3.1306 PUBLIC HEARINGS.
    - Subsection(s): (A)
- 10-3.1307 ACTION BY COMMISSION.
    - Subsection(s): (B)

- 10-3.1309 APPEALS.
- 10-3.1310 ACTION ON APPEALS BY COUNCIL.
    - Subsection(s): (D)
- 10-3.1502 INITIATION OF PRODECURE.
    - Subsection(s): (B)
- 10-3.1506 NOTICES.
    - Subsection(s): (A), (B)
- 10-3.1508 FINDINGS OF THE COMMISSION.
- 10-3.1601 INTERPRETATION
    - Subsection(s): (B)
- 10-3.1605 COMMENCEMENT OF PROCEEDINGS.

The following section would be added:

- 10-3.402 APPLICABILITY.
- 10-3.417 AMENDMENTS TO PREVIOUSLY APPROVED PERMITS
- 10-3.423 SINGLE ROOM OCCUPANCY
- 10-3.4.0111 AMENDMENT OF APPROVED PLANS.
- 10-3-4.201 PURPOSE
- 10-3-4.202 APPLICABILITY
- 10-3-4.203 APPLICATION REQUIREMENTS
- 10-3-4.204 REVIEW AND ACTION
- 10-3-4.205 APPROVAL FINDINGS
- 10-3-4.206 NOTICE OF DECISION
- 10-3-4.207 APPEALS
- 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS
- 10-3-4.209 AMENDMENTS
- 10-3.502 DENSITY.
- 10-3.503 PERMITTED USES.
- 10-3-5.102 APPLICABILITY
- 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS.
- 10-3-5.104 APPLICATION
- 10-3-5.105 DENSITY BONUS ALLOWENCES FOR QUALIFIED HOUSING DEVELOPMENTS
- 10-3-5.106 DENISTY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING

- 10-3-5.107 DENISTY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.108 INCENTIVES AND CONCESSIONS
- 10-3-5.109 WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS
- 10-3-5.110 PARKING STANDARD MODIFACTIONS
- 10-3-5.111 AFFORDABLE HOUSING AGREEMENT
- 10-3-5.207 AMENDMENTS
- 10-3-5.208 CONSIDERATION FACTORS
- 10-3.603 (RESERVED).
- 10-3.604 (RESERVED).
- 10-3.1801 NECESSITY
- 10-3.1802 APPLICABILITY
- 10-3.1803 APPLICATION AND FEES
- 10-3.1804 APPROVAL AUTHORITY
- 10-3.1805 PUBLIC HEARING AND NOTICING
- 10-3.1806 CONDITIONS OF APPROVAL
- 10-3.1807 FINDINGS FOR APPROVAL
- 10-3.1808 APPEALS
- 10-3.1809 AMENDMENTS
- 10-3.1901 NECESSITY
- 10-3.1903 APPLICATION AND FEES
- 10-3.1904 APPROVING AUTHORITY
- 10-3.1905 PUBLIC HEARING AND NOTICE
- 10-3.1906 FINDINGS OF APPROVAL
- 10-3.1907 NOTICE OF DECISION
- 10-3.1908 APPEALS
- 10-3.1909 EXPIRATION AND TIME EXTENSION
- 10-3.1910 AMENDMENTS
- 10-3.1911 FREQUENCY OF AMENDMENTS
- 10-3.1912 ADDITIONAL NOTICE REQUIRED

The following sections would be deleted:

- 10-3.402 LESS RESTRICTIVE LESS PROHIBITED.
- 10-3.415.1 (Reserved).

- 10-3.417 ZONING ADMINISTRATOR
- 10-3.419 TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES (REPEALED)
- 10-3.4.0111 REVISIONS OF APPROVED PLANS.
- 10-3-4.301 ENVIRONMENTAL REVIEW
- 10-3.502 R; PERMITTED USES
- 10-3.503 R; DENSITY
- 10-3.504.1 R; USES ALLOWED WITH ZONING ADMINISTATOR'S PERMIT.
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.1056 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING
- 10-3-5.106 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS
- 10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.
- 10-3-5.106 PARKING REQUIREMENTS IN DENSITY BONUS PROJECTS.
- 10-3-5.106 BONUS AND INCENTIVES FOR DEVELOPMENTS WITH CHILD CARE FACILITIES.
- 10-3-5.107 CONTINUED AVAILABILITY.
- 10-3-5.108 LOCATION AND TYPE OF DESIGNATED UNITS.
- 10-3-5.109 DENSITY BONUS AGREEMENT.
- 10-3-5.110 CONTROL OF RESALE.
- 10-3-5.111 JUDICIAL RELIEF, WAIVER OF STANDARDS.
- 10-3.603 RCO PERMITTED USES; ADMINISTRATIVE APPROVAL (REPEALED)
- 10-3.604 RCO CONDITIONAL USES; COMMISSION APPROVAL (REPEALED)
- 10-3.1601 INTERPRETATION
    - Subsection(s): (E)

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

SECTION 6. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT “A”

OTA 2024-02

CHAPTER 3: ZONING

Table of Contents

CHAPTER 3: ZONING 1
PURPOSE AND TITLE 9
§ 10-3.101 PURPOSE. 9
§ 10-3.102 SHORT TITLE. 9
DEFINITIONS 9
§ 10-3.201 DEFINITIONS. 9
ZONES 14
§ 10-3.301 ESTABLISHMENT. 14
§ 10-3.302 ZONING MAPS. 14
§ 10-3.303 ANNEXATION POLICY. 15
§ 10-3.304 ZONE BOUNDARIES. 15
§ 10-3.305 CONFORMANCE TO ZONE REGULATIONS. 16
GENERAL PROVISIONS 16
§ 10-3.401 INTERPRETATION. 16
§ 10-3.402 APPLICABILITY. 17
§ 10-3.403 ADDITIONAL PERMITTED USES. 17
§ 10-3.404 ADDITIONAL EXCLUDED USES. 17
§ 10-3.405 USES. 17
§ 10-3.406 NONCONFORMING BUILDINGS AND USES. 21
§ 10-3.407 LOCATION OF DWELLINGS. 22
§ 10-3.408 HEIGHT OF BUILDINGS. 22
§ 10-3.409 BUILDING SITE AREA. 22
§ 10-3.410 THROUGH LOTS. 22
§ 10-3.411 YARD ENCROACHMENTS. 22
§ 10-3.412 FENCES, WALLS, AND HEDGES. 23
§ 10-3.413 STORAGE OF COMMERCIAL VEHICLES. 24
§ 10-3.414 AUTOMOTIVE STORAGE OR PARKING SPACE. 24
§ 10-3.415 DWELLING ON FRONTS OF LOTS. 24
§ 10-3.416 OUTDOOR RETAIL SALES. 24
§ 10-3.417 AMENDMENTS TO PREVIOUSLY APPROVED PERMITS 29
§ 10-3.418 RIGHT TO FARM. 32
10-3.419 34
§ (RESERVED). 34
§ 10-3.420 DESIGN AND DEVELOPMENT GUIDELINES. 34
§ 10-3.421 INTERIM AGRICULTURAL. 34
§ 10-3.422 EMERGENCY SHELTERS 35
§ 10-3.423 SINGLE ROOM OCCUPANCY 36
SITE PLAN REVIEW 37
§ 10-3.4.0101 PURPOSES. 37
§ 10-3.4.0102 APPLICABILITY. 37
§ 10-3.4.0103 APPLICATION REQUIREMENTS. 37
§ 10-3.4.0104 DRAWINGS TO BE SUBMITTED. 38
§ 10-3.4.0105 REVIEW AND ACTION. 39
§ 10-3.4.0106 APPROVAL DETERMINATIONS. 39
§ 10-3.4.0107 CONDITIONS OF APPROVAL. 40

§ 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS. 40
§ 10-3.4.0109 REIMBURSEMENT PROVISIONS. 42
§ 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES. 42
§ 10-3.4.0111 AMENDMENT OF APPROVED PLANS. 42
§ 10-3.4.0112 ACKNOWLEDGMENT AND ACCEPTANCE OF CONDITIONS. 43
§ 10-3.4.0113 BUILDING PERMIT. 43
§ 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL. 43
§ 10-3.4.0115. OCCUPANCY. 43
§ 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION. 44
§ 10-3.4.0117 APPEAL TO THE CITY COUNCIL. 44
PLANNED DEVELOPMENT ZONES 45

§ 10-3-4.101 P-D ZONES. 45
§ 10-3-4.102 DENSITY. 45
§ 10-3-4.103 PLANNING COMMISSION APPROVAL. 46
§ 10-3-4.104 PRECISE PLAN APPLICATION. 46
§ 10-3-4.105 (RESERVED) 46
§ 10-3-4.106 OPEN SPACE. 46
§ 10-3-4.107 YARD ENCROACHMENTS. 46
ADMINISTRATIVE PLAN REVIEW 47

§ 10-3-4.201 PURPOSE 47
§ 10-3-4.202 APPLICABILITY 47
§ 10-3-4.203 APPLICATION REQUIREMENTS 47
§ 10-3-4.204 REVIEW AND ACTION 47
§ 10-3-4.205 APPROVAL FINDINGS 47
§ 10-3-4.206 NOTICE OF DECISION 47
§ 10-3-4.207 APPEALS 48
§ 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS 48
§ 10-3-4.209 AMENDMENTS 48
RESIDENTIAL ZONES..... 48

§ 10-3.501 R ZONES; PURPOSE AND APPLICATION. 48
§ 10-3.502 DENSITY. 48
§ 10-3.503 PERMITTED USES. 49
§ 10-3.504 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 49
§ 10-3.505 CONDITIONAL USES; COMMISSION APPROVAL. 50
§ 10-3.506 FENCES, WALLS, AND HEDGES. 50
§ 10-3.507 MINIMUM SITE AREA AND DIMENSIONS. 51
§ 10-3.508 YARD REQUIREMENTS. 51
§ 10-3.509 MINIMUM OPEN SPACE. 52
§ 10-3.510 BUILDING HEIGHT. 53
§ 10-3.511 PARKING ON UNPAVED SURFACES PROHIBITED. 53
§ 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS. 53
§ 10-3.513 ACCESSORY DWELLING UNITS. 54
AFFORDABLE HOUSING DENSITY BONUS..... 65

§ 10-3-5.101 PURPOSE. 65
§ 10-3-5.102 APPLICABILITY 65
§ 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS. 65
§ 10-3-5.104 APPLICATION 66
§ 10-3-5.105 DENSITY BONUS ALLOWENCES FOR QUALIFIED HOUSING DEVELOPMENTS 67
§ 10-3-5.106 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING 77

§ 10-3-5.107 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS 77
10-3-5.108 INCENTIVES AND CONCESSIONS 80
§ 10-3-5.109 WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS 82
§ 10-3-5.110 PARKING STANDARD MODIFICATIONS 83
§ 10-3-5.111 AFFORDABLE HOUSING AGREEMENT 85
REASONABLE ACCOMMODATION 86

§ 10-3-5.201 PURPOSE. 87
§ 10-3-5.202 APPLICABILITY. 87
§ 10-3-5.203 PROCEDURE. 87
§ 10-3-5.204 APPROVAL FINDINGS. 88
§ 10-3-5.205 CONDITIONS OF APPROVAL. 89
§ 10-3-5.206 APPEALS. 89
§ 10-3-5.207 AMENDMENTS 89
§ 10-3-5.208 CONSIDERATION FACTORS 89
RCO; RESOURCE CONSERVATION AND OPEN SPACE ZONING 90

§ 10-3.601 RCO; PURPOSES AND APPLICATION. 90
§ 10-3.602 RCO; PERMITTED USES. 90
§ 10-3.603 (RESERVED). 92
§ 10-3.604 (RESERVED). 92
§ 10-3.605 RCO; DISTANCES BETWEEN STRUCTURES. 92
§ 10-3.606 RCO; BUILDING HEIGHT. 92
PF; PUBLIC FACILITIES ZONE 92

§ 10-3-6.501 PF; PURPOSE AND APPLICATION. 92
§ 10-3-6.502 PF; PERMITTED USES. 92
§ 10-3-6.503 PF; CONDITIONAL USES; COMMISSION APPROVAL. 92
§ 10-3-6.504 PF; REQUIRED CONDITIONS. 93
§ 10-3-6.505 PF; BUILDING HEIGHT. 93
PROFESSIONAL OFFICE ZONES 93

§ 10-3.751 PROFESSIONAL OFFICE ZONES. 93
§ 10-3.752 USES PERMITTED. 93
§ 10-3.753 SITE AREA. 94
§ 10-3.754 HEIGHT OF STRUCTURES. 94
§ 10-3.755 LOT COVERAGE. 94
§ 10-3.756 YARD REQUIREMENTS. 94
LIGHT COMMERCIAL ZONES 95

§ 10-3.801 C-1 ZONES. 95
§ 10-3.802 USES PERMITTED. 95
§ 10-3.803 SITE AREA. 97
§ 10-3.804 HEIGHT OF STRUCTURES. 97
§ 10-3.805 YARD REQUIREMENTS. 97
HEAVY COMMERCIAL ZONES 97

§ 10-3.901 C-2 ZONES. 97
§ 10-3.902 USES PERMITTED. 97
§ 10-3.903 SITE AREA. 98
§ 10-3.904 HEIGHT OF STRUCTURES. 98
§ 10-3.905 YARD REQUIREMENTS. 99
§ 10-3.906 TRAILER CAMP SITE REQUIREMENTS. 99

RESTRICTED COMMERCIAL ZONE 99

§ 10-3-9.101 C-R ZONE; PURPOSE AND APPLICATION. 99
§ 10-3-9.102 PERMITTED USES. 99
§ 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 100
§ 10-3-9.103 CONDITIONAL USES. 100
§ 10-3-9.104 SITE AREA. 100
§ 10-3-9.105 BUILDING HEIGHT. 100
§ 10-3-9.106 YARD REQUIREMENTS. 100
§ 10-3-9.107 OUTSIDE EQUIPMENT. 101
§ 10-3-9.108 ENCLOSURE OF TRASH AND STORAGE AREAS. 101
§ 10-3-9.109 TIME FOR PICK-UP AND DELIVERY. 101
§ 10-3-9.110 LANDSCAPING. 101

NEIGHBORHOOD COMMERCIAL ZONES 101

§ 10-3-9.201 C-N ZONES; PURPOSE AND APPLICATION. 101
§ 10-3-9.202 PERMITTED USES. 102
§ 10-3-9.202.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 103
§ 10-3-9.203 CONDITIONAL USES. 103
§ 10-3-9.204 LIMITATIONS ON USE. 103
§ 10-3-9.205 SITE AREA. 103
§ 10-3-9.206 BUILDING HEIGHT. 104
§ 10-3-9.207 YARD REQUIREMENTS. 104
§ 10-3-9.208 OUTSIDE EQUIPMENT. 104
§ 10-3-9.209 LANDSCAPING AND FENCING. 104

HIGHWAY COMMERCIAL ZONES 104

§ 10-3-9.301 C-H ZONES; PURPOSE AND APPLICATION. 105
§ 10-3-9.302 PERMITTED USES. 105
§ 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL. 105
§ 10-3-9.303 CONDITIONAL USES. 105
§ 10-3-9.304 ACCESSORY USES. 106
§ 10-3-9.305 LIMITATIONS ON USE. 106
§ 10-3-9.306 SITE AREA. 106
§ 10-3-9.307 BUILDING HEIGHT. 106
§ 10-3-9.308 YARD REQUIREMENTS. 106
§ 10-3-9.309 OUTSIDE EQUIPMENT. 107
§ 10-3-9.310 LANDSCAPING AND FENCING. 107

WEST YOSEMITE AVENUE OVERLAY ZONE (WY) 107

§ 10-3-9.401 PURPOSE. 107
§ 10-3-9.402 APPLICABILITY. 107
§ 10-3-9.403 USE PERMITS REQUIRED. 108
§ 10-3-9.404 DEVELOPMENT STANDARDS. 108

INDUSTRIAL ZONES 110

§ 10-3.1001 I ZONES. 110
§ 10-3.1002 USES PERMITTED. 110
§ 10-3.1003 HEIGHT OF STRUCTURES. 111
§ 10-3.1004 YARD REQUIREMENTS. 111

URBAN RESERVE ZONES (UR) 111

§ 10-3.10.501 UR ZONES. 111

§ 10-3.10.502 USES PERMITTED. 111
§ 10-3.10.503 SPECIAL CONDITIONS. 112
§ 10-3.10.504 SITE AREA. 112
§ 10-3.10.505 YARD REQUIREMENTS. 113
§ 10-3.10.506 HEIGHT OF STRUCTURES. 113
§ 10-3.10.507 DISTANCE BETWEEN BUILDINGS. 113
UNCLASSIFIED ZONES (U) 113

§ 10-3.1101 U ZONES. 113
§ 10-3.1102 USES PERMITTED. 113
§ 10-3.1103 SITE AREA; HEIGHT OF STRUCTURES; YARD REQUIREMENTS. 113
INDUSTRIAL PARK ZONES (IP) 113

§ 10-3.11.501 IP ZONES. 114
§ 10-3.11.502 PURPOSE. 114
§ 10-3.11.503 PERMITTED USES. 114
§ 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL. 114
§ 10-3.11.504 ACCESSORY USES. 114
§ 10-3.11.505 USES REQUIRING USE PERMITS. 115
§ 10-3.11.506 PERFORMANCE STANDARDS. 115
§ 10-3.11.507 HEIGHT REGULATIONS. 117
§ 10-3.11.508 LOT AREA. 117
§ 10-3.11.509 LOT WIDTH. 117
§ 10-3.11.510 LOT DEPTH. 117
§ 10-3.11.511 LOT COVERAGE. 117
§ 10-3.11.512 YARD REQUIREMENTS. 117
§ 10-3.11.513 USES IN BUILDINGS. 117
§ 10-3.11.514 DISPOSAL FACILITIES. 117
§ 10-3.11.515 OFF-STREET PARKING. 118
§ 10-3.11.516 STORAGE. 118
§ 10-3.11.517 FENCES. 118
§ 10-3.11.518 OFF-STREET LOADING. 118
§ 10-3.11.519 LANDSCAPING. 118
§ 10-3.11.520 TYPE OF FUEL. 118
§ 10-3.11.521 BUILDINGS. 118
§ 10-3.11.522 SIGNS. 119
SPECIFIC PLAN ZONES (SP) 119

§ 10-3.11.601 PURPOSE AND APPLICATION. 119
§ 10-3.11.602 APPLICABILITY. 119
§ 10-3.11.603 SPECIFIC PLAN REQUIRED ELEMENTS. 119
§ 10-3.11.604 ALLOWED LAND USES. 121
OFF-STREET PARKING REGULATIONS 121

§ 10-3.1201 GENERAL REQUIREMENTS. 121
§ 10-3.1202 PARKING SPACES REQUIRED. 122
§ 10-3.1203 PARKING REQUIREMENTS FOR USES NOT SPECIFIED. 127
§ 10-3.1204 IN LIEU PAYMENTS. 127
§ 10-3.1205 EXEMPTIONS FROM PARKING SPACE REQUIREMENTS. 129
§ 10-3.1206 REQUIRED IMPROVEMENT AND MAINTENANCE OF PARKING AREA. 130
§ 10-3.1207 GENERAL REGULATIONS AND CONDITIONS. 130
§ 10-3.1208 PARKING IN THE R ZONES. 132
USE PERMITS 132

§ 10-3.1301 USE PERMIT PREREQUISITE TO BUILDING PERMIT. 132
§ 10-3.1302 APPLICATION. 133
§ 10-3.1303 FILING FEE. 133
§ 10-3.1304 INFORMATION REQUIRED WITH APPLICATION. 133
§ 10-3.1305 INVESTIGATION OF APPLICATION. 133
§ 10-3.1306 PUBLIC HEARINGS. 133
§ 10-3.1307 ACTION BY COMMISSION. 134
§ 10-3.1308 EFFECTIVE DATE. 134
§ 10-3.1309 APPEALS. 134
§ 10-3.1310 ACTION ON APPEALS BY COUNCIL. 135
§ 10-3.1311 TERMINATION AND REVOCATION. 135
§ 10-3.1312 USE PERMIT - LARGE FAMILY DAY CARE HOMES. 137
VARIANCES 139

§ 10-3.1401 NECESSITY. 139
§ 10-3.1402 NECESSARY CONDITIONS. 139
§ 10-3.1403 APPLICATIONS. 139
§ 10-3.1404 FILING FEE. 139
§ 10-3.1405 INFORMATION REQUIRED WITH APPLICATION. 139
§ 10-3.1406 INVESTIGATION OF APPLICATIONS. 140
§ 10-3.1407 NOTICE OF PUBLIC HEARING. 140
§ 10-3.1408 PUBLIC HEARING. 140
§ 10-3.1409 ACTION BY THE COMMISSION. 140
§ 10-3.1410 APPEALS TO THE COUNCIL. 141
§ 10-3.1411 TERMINATION. 141
ZONING TEXT AND MAP AMENDMENTS 141

§ 10-3.1501 NECESSITY. 141
§ 10-3.1502 INITIATION OF PROCEDURE. 141
§ 10-3.1503 APPLICATION FOR CHANGE. 141
§ 10-3.1504 FILING FEE. 141
§ 10-3.1505 INVESTIGATION. 141
§ 10-3.1506 NOTICES. 142
§ 10-3.1507 PUBLIC HEARING. 142
§ 10-3.1508 FINDINGS OF THE COMMISSION. 142
§ 10-3.1509 ACTION BY COUNCIL. 143
§ 10-3.1510 USE PERMITS REQUIRED. 143
§ 10-3.1511 SPECIAL ZONING EXCEPTIONS. 143
§ 10-3.1512 EXCEPTIONS PROCEDURE. 144
§ 10-3.1513 CONDITIONS. 144
§ 10-3.1514 BUILDING PERMITS. 144
§ 10-3.1515 REZONING UPON COMPLETION OF WORK. 144
INTERPRETATION, ENFORCEMENT, VIOLATIONS, AND PENALTIES 145

§ 10-3.1601 INTERPRETATION 145
§ 10-3.1602 ENFORCEMENT. 145
§ 10-3.1603 VIOLATIONS OF CHAPTER; DECLARATION OF NUISANCE. 145
§ 10-3.1604 ABATEMENT. 148
§ 10-3.1605 COMMENCEMENT OF PROCEEDINGS. 148
§ 10-3.1606 HEARING; NOTICE. 148
§ 10-3.1607 HEARING CONDUCT. 148
§ 10-3.1608 ORDER OF ABATEMENT. 149

§ 10-3.1609 APPEAL. 149
§ 10-3.1610 COUNCIL ACTION. 149
§ 10-3.1611 NOTICE OF COUNCIL DECISION. 149
§ 10-3.1612 COST OF ABATEMENT. 150
§ 10-3.1613 REPORT; HEARING AND PROCEEDINGS. 150
§ 10-3.1614 ASSESSMENT OF COSTS AGAINST PROPERTY. 150
§ 10-3.1615 ALTERNATIVES. 150
§ 10-3.1616 EMERGENCY ABATEMENT. 150
§ 10-3.1617 VIOLATION; PENALTY. 151
DEVELOPMENT AGREEMENTS 151
§ 10-3.1701 AUTHORITY FOR ADOPTION. 151
§ 10-3.1702 FORMS AND INFORMATION. 151
§ 10-3.1703 QUALIFICATION AS AN APPLICANT. 152
§ 10-3.1704 PROPOSED FORM OF AGREEMENT. 152
§ 10-3.1705 FEES. 153
§ 10-3.1706 REVIEW OF APPLICATION. 153
§ 10-3.1707 COORDINATION OF APPLICATIONS. 153
§ 10-3.1708 HEARING NOTICE. 153
§ 10-3.1709 RULES GOVERNING CONDUCT OF HEARING. 154
§ 10-3.1710 IRREGULARITY IN PROCEEDINGS. 154
§ 10-3.1711 DETERMINATION BY PLANNING COMMISSION. 154
§ 10-3.1712 DECISION BY CITY COUNCIL. 155
§ 10-3.1713 RECORDATION OF DEVELOPMENT AGREEMENT. 155
§ 10-3.1714 AMENDMENT AND CANCELLATION OF AGREEMENT. 155
§ 10-3.1715 PERIODIC REVIEW. 155
§ 10-3.1716 STATEMENT OF COMPLIANCE APPEALS. 156
§ 10-3.1717 PROCEDURES FOR MODIFICATION OR TERMINATION. 156
§ 10-3.1718 CERTAINTY OF DEVELOPMENT AGREEMENTS. 157
MINOR DEVIATIONS 157
§ 10-3.1801 NECESSITY 157
§ 10-3.1802 APPLICABILITY 157
§ 10-3.1803 APPLICATION AND FEES 158
§ 10-3.1804 APPROVAL AUTHORITY 158
§ 10-3.1805 PUBLIC HEARING AND NOTICING 158
§ 10-3.1806 CONDITIONS OF APPROVAL 158
§ 10-3.1807 FINDINGS FOR APPROVAL 158
§ 10-3.1808 APPEALS 158
§ 10-3.1809 AMENDMENTS 159
GENERAL PLAN AMENDMENTS 159
§ 10-3.1901 NECESSITY 159
§ 10-3.1902 APPLICABILITY 159
§ 10-3.1903 APPLICATION AND FEES 159
§ 10-3.1904 APPROVING AUTHORITY 159
§ 10-3.1905 PUBLIC HEARING AND NOTICE 159
§ 10-3.1906 FINDINGS OF APPROVAL 160
§ 10-3.1907 NOTICE OF DECISION 160
§ 10-3.1908 APPEALS 160
§ 10-3.1909 EXPIRATION AND TIME EXTENSION 160
§ 10-3.1910 AMENDMENTS 160

§ 10-3.1911 FREQUENCY OF AMENDMENTS 160
§ 10-3.1912 ADDITIONAL NOTICE REQUIRED 161

PURPOSE AND TITLE

§ 10-3.101 PURPOSE.

An official land use plan for the city is adopted and established to promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort, and general welfare, and to provide the economic and social advantages resulting from an orderly planned use of land resources.

§ 10-3.102 SHORT TITLE.

This chapter shall be known as the "Zoning Regulations."

DEFINITIONS

§ 10-3.201 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ACCESSORY BUILDING. Part of the main building or a detached subordinate building located on the same lot or building site, the use of which is customarily incidental to that of the main building or to the main use of the land. Where a substantial part of the wall of an accessory building is a part of the main building, or where an accessory building is attached to the main building in a substantial manner by a roof, such accessory building shall be counted as part of the main building.

ACCESSORY DWELLING UNIT. An attached or a detached dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the primary dwelling unit is situated. An accessory dwelling unit also includes an efficiency unit, as defined in California Health and Safety Code Section 17958.1, and a manufactured home, as defined in California Health and Safety Code Section 18007.

ACCESSORY USE. A use naturally and normally incidental to, subordinate to, and devoted exclusively to the principal use of the premises.

ALLEY. A public thoroughfare or way not less than ten feet nor more than 20 feet in width, serving as a secondary means of access to abutting property, and which has been deeded or dedicated to the city.

APARTMENT. A room or suite of two or more rooms in a multiple dwelling occupied or suitable for occupancy as a residence for one family.

APARTMENT HOUSE. See definition in this subchapter, DWELLING, MULTIPLE.

AUTOMOBILE COURT. A group of two or more attached, detached, or semi-detached buildings containing individual sleeping or living units designed for or used primarily for the accommodation of transient automobile travelers, with garage attached or parking space conveniently located to each unit, including tourist courts, motels, or motor lodges.

BOARDING HOUSE. A dwelling other than a hotel where lodging and/or meals for three or more persons are provided for compensation. COMPENSATION shall include compensation in money, services, or other things of value.

BILLBOARD. Any sign containing advertising, not appurtenant to any permitted use, over six square feet in area.

BUILDING. Any structure having a roof supported by columns or by walls and designed for the housing or enclosure of any person, animal, or chattel.

BUILDING, HEIGHT OF. The vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building to the topmost point of the roof.

BUILDING, MAIN. A building in which is conducted the principal use of the lot on which it is situated. In any R zone, any dwelling shall be deemed to be a main building on the lot on which the same is situated.

BUILDING SITE. See definition in this subchapter, LOT.

CAMP, TRAILER. Any area or tract of land used or designed to accommodate ten or more automobile trailers or ten or more camping parties, including cabins, tents, or other camping outfits.

COMMISSION. The Planning Commission of the city.

DUPLEX. A building containing not more than two kitchens, designed and/or used to house not more than two families, living independently of each other, including all necessary employees of each family.

DWELLING. A building or portion thereof designed exclusively for residential occupancy, including one-family, two-family, and multiple dwellings, but not including hotels, clubs, or boarding houses or any institution such as an asylum, hospital, or jail where human beings are housed by reason of illness or under legal restraint.

DWELLING GROUPS. One or more buildings containing dwelling units occupying a parcel of land, in one ownership, and arranged around a yard or court, including one-family, two-family, and multiple dwellings, but not including automobile courts.

DWELLING, MULTIPLE. A building, or portion thereof, used, designed, or intended as a residence for three or more families living independently of each other, and doing their own cooking in the building, including apartment houses, apartment hotels and flats, but not including automobile courts.

DWELLING, ONE-FAMILY. A building designed and/or used exclusively for occupancy by one family, living independently of any other family.

DWELLING, TWO-FAMILY. A building designed and/or used exclusively for occupancy by two families, living independently of each other (see definition in this subchapter, DUPLEX).

DWELLING UNIT. Two or more rooms in a dwelling or an apartment hotel designed for occupancy by one family for living and sleeping purposes and having only one kitchen.

EMERGENCY SHELTER. Housing, as defined in California Health and Safety Code Section 50801, with minimal supportive services for families or individuals experiencing homelessness, where occupancy is limited to sixth months or less. Medical assistance, counseling, and meals may be provided~~Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay~~.

EMPLOYEE HOUSING. Living quarters including dwellings, railroad maintenance cars, trailer coaches, or other housing accommodations maintained in connection with any work or place where work is being performed and the site on which they are located, excepting farm employee housing as defined in this section.

ERECTED. Shall include built, built upon, added to, altered, constructed, reconstructed, moved upon, or any physical operation upon the land required for a building.

FAMILY. One or more persons living ~~as a single housekeeping unit~~ in a dwelling unit~~, including necessary domestic servants. FAMILY shall not include such groups as customarily occupy a hotel, club, fraternity, or sorority house.~~

FARMWORKER HOUSING. Living accommodations for employees and their immediate families employed for the exclusive purpose of agricultural pursuits either on the premises or off-site. It includes single- or multi-unit dwellings, including mobile homes.

GARAGE, PUBLIC. A building used for the care, repair, or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire, or sale.

GARAGE, PRIVATE. A detached accessory building or portion of a main building for the parking or temporary storage of automobiles of the occupants of the premises.

GARAGE SPACE. Permanently maintained space of not less than 8½ × 19 feet for the parking of automobiles off the street. Such space shall be located and arranged for an accessory building and with adequate ingress and egress.

GROUP RESIDENTIAL FACILITY. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. Facilities are typically licensed by the State of California. This classification includes clean and sober living facilities, other types of organizational housing, private residential clubs, and farmworker housing, but excludes bed and breakfasts, dormitories, fraternity and sorority houses, boarding homes, rest homes, hotels, motels, and residential care facilities.

Small. A facility that houses six or fewer persons.

Large. A facility that houses seven or more persons

HOME OCCUPATION. The conduct of an art or profession, the offering of a service, or the conduct of a business, or the handcraft manufacture of products within a house or garage in a residential district, which use is clearly incidental and secondary to the use of a structure for dwelling purposes and which use does not change the character thereof.

HOTEL. Any building, or portion thereof, containing six or more guest rooms used, designed, or intended to be used, let, or hired out to be occupied or which are occupied as the more or less temporary abiding place of six or more individuals who are lodged with or without meals for compensation, whether the compensation for hire is paid directly or indirectly, and in which no provision is made for cooking in any individual room or suite.

HOUSING FIRST. Unconditional housing provided as quickly as possible to homeless people, with supportive services offered.

JUNK YARD. The use of more than 200 square feet of the area of any lot or the use of any portion of that half of any lot, which half adjoins any street for the storage of junk, including scrap metals or other scrap materials, or for the dismantling or wrecking of automobiles, other vehicles, or machinery, whether for sale or storage.

LOADING SPACE. A permanently maintained space of not less than 8 × 18 feet located off the street with access for the parking of vehicles. Whenever the provisions of this chapter shall require loading space, such space shall be in addition to any required parking space and/or garage space.

LOT. Any area or parcel of land held under separate ownership and occupied, or to be occupied, by a main building or by a dwelling group, together with such yards, open spaces, lot width, and lot area as are required by this chapter and having its principal frontage on a public street, road, or highway.

LOT, CORNER. A lot situated at the intersection of two or more intersecting streets.

LOT DEPTH. The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

LOT LINE, FRONT. The property line dividing a lot from a street. On a corner lot the shorter street frontage shall be considered the front lot line.

LOT, INTERIOR. A lot other than a corner lot.

LOT, KEY. The first lot to the rear of a reversed corner lot, whether or not separated by an alley.

LOT LINE. The lines bounding a lot.

LOT LINE, REAR. The line opposite the front lot line.

LOT, REVERSED CORNER. A corner lot which rears upon the side of another lot, whether separated by an alley or not.

LOT LINE, SIDE. Lot lines other than front lot lines or rear lot lines.

LOT, THROUGH. A lot having frontage on two parallel or approximately parallel streets.

LOT WIDTH. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

LOW BARRIER NAVIGATION CENTER. A Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

MANUFACTURED HOME. A factory-built structure that is manufactured or constructed under authority of 42 U.S.C. Sec. 5403, National Manufactured Housing Construction and Safety Standards Act of 1974, and/or California law and is to be used as a place for human habitation. The structure is manufactured either in whole or in substantial part at an off-site location, transported to the site, assembled on-site, and placed on a permanent foundation. For the purpose of this Development Code, a manufactured home shall be considered the same as any site-built, single-family detached dwelling. Manufactured home is not inclusive of a mobile home unless the mobile home has been converted to real property and is taxed as a site-built dwelling.

MOBILEHOME. A structure, transportable in one or more sections, designed to be used with or without a permanent foundation, which contains not more than one dwelling unit, and which is not a recreational vehicle, commercial coach or factory-built house.

MOBILE HOME PARK. Any area or tract of land where two or more lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for human habitation.

NONCONFORMING BUILDING. A building or structure or portion thereof lawfully existing on September 15, 1954, which was designed, erected, or structurally altered for a use that does not conform to the use regulations of the zone in which it is located, or a building or structure that does not conform to all the height or area regulations of the zone in which it is located.

NONCONFORMING USE. A use which lawfully occupied a building or land on September 15, 1954, and which does not conform with the use regulations of the zone in which it is located.

OPEN SPACE. As required in the R and PD zones shall mean area available and accessible to residents for active and passive recreation including landscaped areas, walkways, patios, yards, and recreation facilities. To qualify as open space, an area must have a minimum dimension of 10 feet except that balconies may qualify as open space when the minimum dimension is five feet. Parking areas (spaces and driveways) may not be included in open space calculations.

PARKING SPACE. Permanently maintained space at least 8½ × 19 feet located off the street with access for the parking of automobiles.

PROFESSIONAL OFFICES. An office for the conduct of any one of the following uses: accountant, architect, attorney, chiropractor, civil engineer or surveyor's drafting office, collection agency, cosmetologist, dentist, doctor, funeral parlor, insurance, private detective, real estate, social worker or similar use; but shall not include the following uses: advertiser, barber shop, contractor, pest control, pharmacy, or veterinary.

ROOMING HOUSE. See definition subsection in this subchapter, BOARDING HOUSE.

RESIDENTIAL CARE FACILITY. Facilities that are licensed by the State of California to provide permanent living accommodations and 24-hour primarily nonmedical care and supervision for persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices, nursing homes, convalescent facilities, assisted living facilities, and group homes for minors, persons with disabilities and people in recovery from alcohol or drug addictions. This use classification excludes transitional housing and social service facilities. Residential Care Facilities are further divided into three class types as follows:

Small. A facility providing care for six or fewer persons.

Large. A facility providing care for more than six persons.

Elderly. A housing arrangement chosen voluntarily by the resident or by the resident's guardian, conservator, or other responsible person; where residents are 60 years of age or older; and where varying levels of care and supervision are provided as agreed to at the time of admission or as determined necessary at subsequent times of reappraisal. This classification includes continuing care retirement communities and life care communities licensed for residential care by the State of California."

SINGLE ROOM OCCUPANCY. A residential facility containing housing units that may have individual or shared kitchen and/or bathroom facilities and are guest rooms or efficiency units as defined by the California Health and Safety Code. Each housing unit is offered on a monthly rental basis or longer.

STREET. A public thoroughfare or road easement not less than 20 feet in width, which affords principal means of access to abutting property, but not including an alley.

STREET LINE. The boundary between a street and property.

STRUCTURE. Anything constructed or erected, the use of which requires more or less permanent location on or in the ground or attachment to something having a permanent location on or in the ground, including site built swimming pools. This definition does not include walls and fences less than three feet in height when located in front yards, or less than six feet in height when located in side or rear yards, nor other improvements of a minor character.

STRUCTURAL ALTERATIONS. Any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists, or roof joists, for which a building permit is required.

SUPPORTIVE HOUSING. Housing with no limit on length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. ~~Housing with no limit on length of stay, that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing units are residential uses subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone~~.

TARGET POPULATION. Persons with low incomes who have one or more disabilities, including mental illness, HIV and AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Development Disabilities Services Act (Division 4.5 (commencing with ~~§~~ Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

TRANSIT CORRIDOR. An area within one-quarter mile of a route on which the level of service is at or above the average for the transit system as a whole, according to the transit operator serving the area, and on which regularly scheduled public mass transit service stops are located, or within one-quarter mile of an existing or planned public mass transit guideway or busway station, or within one-quarter mile of a multimodal transportation terminal serving public mass transit operations. “Level of service,” unless otherwise defined by the transit operator, means the frequency of headways and the number of vehicles per day.

TRANSIT STOP. A site containing an existing rail or fixed route bus station, a rail terminal, or an intersection of two or more fixed route bus routes.

TRANSITIONAL HOUSING. Buildings configured as rental housing, but operating under program requirements that require the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months from the beginning of the assistance. Transitional housing units are residential uses subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone.

USE. The purpose for which land or premises or a building thereon is designed, arranged, or intended, or for which it is or may be occupied or maintained.

YARD. An open space, other than a court, on the same lot with a building, which open space is unoccupied and unobstructed from the ground upward, except as otherwise permitted in this chapter.

YARD, FRONT. A yard extending across the front of the lot between the inner side yard lines and measured between the front lot line and the nearest line of the main building.

YARD, REAR. A yard extending across the full width of the lot and measured between the rear line of the lot and the nearest line or point of the main building nearest the rear line of the lot.

YARD, SIDE. A yard on each side of a building between the building and the side line of the lot and extending from the front line to the rear yard.

ZONE. A portion of the city within which certain uses of land and buildings are permitted or prohibited and within which certain yards and other open spaces are required and certain height limited are established for buildings, all as set forth and specified in this chapter. ~~ZONE~~ Zone shall mean and include a "zone district," "zoning district," "land use district," or "district," any of which may be used interchangeably in this chapter as warranted by the context. ~~the word DISTRICT.~~

ZONES

§ 10-3.301 ESTABLISHMENT.

(A) In order to classify, regulate, restrict, and segregate the uses of land and buildings, to regulate and restrict the height and bulk of buildings, and to regulate the area of yards and other open spaces about buildings, and to promote the public health, safety, peace, comfort and general welfare, 16~~3~~ classes of land use zones are established to be known as follows:

(1) PD. Planned Development Zones
(2) R. Residential Zones
(3) RCO. Resource Conservation and Open Space Zone
(4) PF. Public Facilities Zone
(5) PO. Public Office Zone
(6) C-1. Light Commercial Zone
(7) C-2 Heavy Commercial Zone
(8) C-R. Restricted Commercial Zone
(9) WY. West Yosemite Avenue Overlay Zone
(10) I. Industrial Zone
(11) UR. Urban Reserve Zone
(12) U. Unclassified Zone
(13) IP. Industrial Park Zone
(14) N-C. Neighborhood Commercial Zones
(15) H-C. Highway Commercial Zones
(16) SP. Specific Plan Zone

(B) An "S" subdesignation may be added to a zone classification applied to a parcel or parcels of land when deemed appropriate by the City Council, upon recommendation of the Planning Commission, for the purpose of setting forth special provisions for the use of such land on an interim or transitional basis. Such use may be one that would otherwise not be permitted by the regular zoning classification. The "S" subdesignation shall be established by ordinance, after due public hearing processes, and the ordinance shall set forth the circumstances of the subdesignation, including but not limited to the purpose and time period for the special provisions. Upon the termination of the specified time period the special provisions shall automatically become null and void and the subdesignation shall be duly deleted from the zoning map of the city without further hearing.

§ 10-3.302 ZONING MAPS.

(A) Adoption. The boundaries of the various land use districts within the City of Madera are shown upon the map designated as the "City of Madera Zoning Map", sometimes referred to in this chapter as

"zoning map," signed and on file in the office of the City Clerk, which map is hereby adopted and made a part of this chapter, and said map and all of the notations, references, and other information shown thereon shall be as much a part of this chapter as if the matters and information set forth by said map were all duly described in this chapter.

(B) Amendments. If amendments are made in district boundaries or other matter portrayed on the official zoning map, such changes shall be made on the official zoning map promptly after the amendment has been approved by the City Council. The revised zoning map, reflecting all amendments and changes, shall then be refiled with the City Clerk within ~~ten~~ 10 days after City Council approval. No amendment to this title which involves matter portrayed on the official zoning map shall become effective until after such change and entry has been made on the zoning map.

(C) Format. The official zoning map shall be the printed and signed copy on file in the office of the City Clerk, including any adopted amendments. Electronic files used to create the map are not the official map. The official zoning map shall be printed for viewing and interpretation at a scale of at least one to twenty thousand (1:20,000).

§ 10-3.303 ANNEXATION POLICY.

(A) All territory to be annexed to the city shall, prior to being considered by the Madera Local Agency Formation Commission, be prezoned by amendment of the official zoning map and shall be automatically in effect upon the certificate of completion for annexation of the area into the city being recorded by the County Clerk.

(B) Prezoned land shall carry a "PZ" prefix before the zone classification(s) and shall be so designated on the official zoning map. The zone(s) established by prezoning shall become effective and the "PZ" prefix shall be automatically removed when the property is annexed. Failure to complete the annexation process for any reason shall render any prezoning zone classification(s) on the official zoning map to be null and void, and the zoning designation(s) shall be removed for the official zoning map. The subject property will be considered to be not prezoned, not within the city limits of the City of Madera, and instead subject to the zoning ordinance of the County of Madera.

§ 10-3.304 ZONE BOUNDARIES.

The designations, locations, and boundaries of the land use zones established by Section~~s~~ 10-3.301 of this subchapter are as set forth and indicated on City of Madera Zoning Map which is on file in the office of the City Clerk. The zoning map designations are intended to generally follow parcel lines. Interpretation may be needed to determine the exact boundaries of a land use classification where parcel lines are unclear, have been moved, have been deleted, or do not correspond with a zone district boundary.

Where uncertainty exists as to the boundaries of any zone shown on the zoning map, the following rules shall apply:

(A) Street, alley, or lot lines. Where zone boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be such boundaries.

(B) Unsubdivided land. In unsubdivided property or where the zone boundary line divides a lot, the location of such boundary, unless the same is indicated by specific dimensions, shall be determined by use of the scale appearing on the zoning map.

(C) Vacated street or alley. Where any public street or alley or other public right-of-way is officially vacated or abandoned, the land formerly in such street, alley, or right-of-way shall be included within the zone of adjoining property on either side thereof. In the event such street, alley, or right-of-way was a zone boundary line between two or more different zones, the new zone boundary line shall be the former center line of such vacated or abandoned street, alley, or right-of-way.

(D) Determination. When a determination is requested due to an uncertainty as to the location of a zone district boundary, the Planning Director shall utilize the official zoning map to make a determination. Where a determination of the Planning Director is contested, the contestant may make application for a determination by the Planning Commission.

§ 10-3.305 CONFORMANCE TO ZONE REGULATIONS.

(A) Except as provided in this chapter:

(1) Use. No building shall be erected, reconstructed, or structurally altered in any manner, nor shall any land, building, or premises be used, designed, or intended to be used for any purpose or in any manner other than a use listed in this chapter as permitted in the specific zone in which such land, building, or premises are located, and then only after applying for, and securing, all permits and licenses required by law.

(2) Height. No building shall be erected, reconstructed, or structurally altered in any manner to exceed in height the limit established by this chapter for the zone in which such building is located.

(3) Area. No building shall be erected, reconstructed, or structurally altered in any manner, nor shall any open spaces surrounding any building be encroached upon or reduced in any manner except in conformity with the building site requirements and the area and yard regulations established by this chapter for the zone in which such building is located.

(B) No required yard or other open space provided around any building for the purpose of complying with the provisions of this chapter shall be considered as providing a yard or open space for any other building or structure; nor shall any required yard or other open space on an adjoining lot be considered as providing a yard or open space on a lot whereon a building is to be erected.

GENERAL PROVISIONS

§ 10-3.401 INTERPRETATION.

(A) —When interpreting and applying the provisions of this chapter, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience, and general welfare. Except as specifically herein provided, it is not intended by the adoption of this chapter to repeal, abrogate, annul, or in any way to impair or interfere with any existing provision of any law or ordinance, or any rules, regulations, or permits previously adopted or issued, or which shall be adopted or issued pursuant to law relating to the erection, construction, establishment, moving, alteration, or enlargement of any building or improvement; nor is it intended by this chapter to interfere with, abrogate, or annul any easement, covenant, or other agreement between parties; provided, however, that in cases in which this chapter imposes more stringent requirements, regulations, restrictions, or limitations on the erection, construction, establishment, moving, alteration, or enlargement of buildings or the use of any such buildings or premises in the several zones or any of them than is imposed by or required by existing provisions of law or ordinance or by such rules, regulations, or permits or by such easements, covenants, or agreements, the provisions of this chapter shall control.

(B) Authority to Interpret. Where uncertainty exists regarding the interpretation of any provision of this chapter or its application to a specific site, the Planning Director shall have the authority and responsibility to interpret such terms, provisions, and requirements.

(C) Record of Interpretation. Code interpretations shall be made in writing and shall state the facts upon which the Planning Director relied to make the determination. The Planning Department shall keep a record of interpretations made pursuant to this section on file for future reference.

(D) Applicability of Interpretation. Code interpretations shall be applied in all future cases, provided that any interpretation may be superseded by a later interpretation when the Planning Director determines that the earlier interpretation was in error or no longer applicable under the current circumstances.

~~(A)~~(E) Right to Appeal. A Code interpretation by the Planning Director may be appealed to the Planning Commission as provided in Section § 10-3.1601 (Interpretation).

§ 10-3.402 APPLICABILITY.

Should any standard or provision of this title conflict with the allowances or requirements of State law, such allowances or requirements shall prevail.

~~**§ 10-3.402 LESS RESTRICTIVE USES PROHIBITED.**~~

~~The express enumeration and authorization in this chapter of a particular class of building, structure, premises, or use in a designated zone shall be deemed a prohibition of such building, structure, premises, or use in all zones of a more restrictive classification~~

§ 10-3.403 ADDITIONAL PERMITTED USES.

Uses other than those specifically mentioned in this chapter as uses permitted in each of the zones also may be allowed therein, provided such additional uses are similar to those mentioned and are, in the opinion of the Commission as evidenced by resolution of record, not more obnoxious or detrimental to the welfare of the community than the permitted uses specifically mentioned for the respective zones.

§ 10-3.404 ADDITIONAL EXCLUDED USES.

Uses other than those specifically mentioned in this chapter as uses excluded from any zone also may be excluded therefrom, provided such additional uses are, in the opinion of the Commission as evidenced by resolution of record, equally or more obnoxious or detrimental to the welfare of the community than the excluded uses specifically mentioned for the respective zones.

§ 10-3.405 USES.

(A) No circus, carnival, amusement park, open air theater, race track, private recreation center, or similar establishment shall be established in any zone unless and until a use permit is first secured for the establishment, maintenance, and operation of such use.

(B) No dance hall, road house, nightclub, commercial club, or establishment where liquor is served or sold for consumption on or off the premises, or commercial place of amusement or recreation, or any such place or any other place where entertainers are provided, whether as social companions or otherwise, shall be established in any zone where such uses may be otherwise allowed unless a use permit shall first have been secured for the establishment, maintenance, and operation of such use.

(C) Accessory uses and buildings in any C or I zone may be permitted where such uses or buildings are incidental to, and do not alter the character of, the premises in respect to their use for purposes permitted in the zone. Such accessory buildings shall be allowed only when constructed concurrent with or subsequent to the main building.

(D) Public or private parking lots for automobiles may be permitted in any R zone adjacent to any C or I zone provided a use permit shall first be obtained in each case.

(E) Churches, schools, hospitals, parks, playgrounds, and public utility and public and quasi-public buildings, except cemeteries and their appurtenant uses, may be permitted in any R zone provided a use permit shall first be obtained in each case.

(F) The removal of minerals, earth, and other natural materials may be permitted in any zone provided a use permit shall first be obtained in each case.

(G) The provisions of this chapter shall not be construed to limit or interfere with the installation, maintenance, and operation of public utility pipelines and electric or telephone transmission lines or railroads when located in accordance with the applicable rules and regulations of the Public Utilities Commission of the state within rights-of-way, easements, franchises, or ownerships of such public utilities.

(H) Home occupations shall be permitted in all R zones subject to the determination by the Commission of what activities are within the definition of home occupations as set forth in § 10-3.201 of this chapter. The determination of the Commission of what conduct may be allowed under the definition of home occupation shall be set forth in a resolution of the Commission on file in the office of the Planning Director. In the event of a dispute regarding the issue of whether or not the use of any property is or is not a home occupation, the Planning Director shall set the matter for hearing by the Commission, and the Commission's determination of such issue shall be final and conclusive. In conjunction with any such hearing, the Commission may attach such conditions to the use of the property which may be necessary to insure that the limitations set forth in this chapter and any resolutions adopted by the Commission concerning the conduct of home occupations are met. All home occupations shall be registered with the Planning Director.

(I) Recycling facilities.

(1) Recycling facilities as hereinafter described are permitted as set forth in this subsection. Recycling facilities are either collection facilities or processing facilities. A COLLECTION FACILITY shall not complete any processing except limited bailing, batching, and the sorting of materials and shall be classified as either SMALL, which occupies an area of not more than 100 square feet and includes bins, boxes, cans, kiosk-type units, bulk reverse vending machines, and/or other containers or receptacles, or LARGE, which occupies an area of more than 100 square feet and includes bins, boxes, cans, kiosktype units, bulk reverse vending machines, and/or other containers or receptacles. Any and all motorized vehicles and trailers except those used to transfer recyclable materials to a collection or processing facility are deemed to be large collection facilities. A processing facility is a building or space used for the collection and processing of recyclable materials and processed by such means as flattening, sorting, settling, compacting, bailing, shredding, grinding, and crushing. Recyclable materials are reusable material including aluminum, glass, plastic, paper, and used motor oil.

(2) Recycling facilities are permitted as follows:

(a) A small collection facility may be permitted in any C, I, IP, or RCO zone and in an R zone when the site is the location of an appropriate non-profit agency. In each case, approval must first be secured from the Planning Director.

(b) A large collection facility may be permitted in any zone after first securing a use permit.

(c) A processing facility may be permitted in a C-2, I, or IP use zone after first securing a use permit.

(3) Applications for recycling facilities shall be evaluated for propriety of location and consideration shall be given to the need for facility screening, landscaping, circulation/parking, noise, odor, and sanitation control to assure compatibility with surrounding land uses.

(J) Cardrooms.

(1) Cardrooms as hereinafter described and regulated are permitted as set forth in this subsection. A cardroom is any room open to the public for the lawful playing of cards, regardless of whether the tables, chairs and other furniture and fixtures are temporary or permanent or at times used for other purposes.

(a) It is the stated purpose of this division (J) to regulate cardrooms in the city concurrently with the state, and to impose local controls and regulations upon cardrooms as permitted in the "Gambling Control Act".

(b) Cardrooms, subject to the licensing requirements and limitation in number cited at § 6-~~140~~ 301 et. seq. of this code are permitted in any C-1, C-2, CH, or I zone except as otherwise prohibited. In each case, a Use Permit must be approved by the Planning Commission. Application for a Use Permit shall be made in accordance with §§ 10-3.1301 et seq. of this code.

(c) Applications for establishment of cardrooms shall be evaluated for propriety of location and consideration shall be given to the need for landscaping, circulation/parking, noise, intrusive lighting and health and safety considerations to ensure compatibility with surrounding land uses.

(d) The exterior wall structure of each business or premises lawfully occupied by a cardroom shall be located not less than:

1. 1,000 feet from the exterior property limits of any public or private elementary school, junior high school or high school; and

2. 1,000 feet from the exterior property limits of any church or place of worship; and

3. 1,000 feet from the exterior property limits of any zoning district where residential use is the principal permitted use; and

4. 1,000 feet from the exterior wall structure of each business or premises lawfully occupied by another cardroom, a massage establishment, adult entertainment establishment, or any other adult oriented business establishment.

5. All distances referred to in division (J)(1)(d) of this section shall be measured in a straight line without regard to intervening structures, from the closest exterior structural wall of the cardroom. Said distance standards shall be applied regardless of jurisdictional boundaries.

(e) Exempt organizations.

1. Exempt organizations may provide card tables and card games for the exclusive use of their members and shall be exempted from obtaining a cardroom license pursuant to this section, whether or not a fee or any other charge is made to the players, as long as the exempt organization is not required to register under the Gaming Registration Act, and providing that such exempt organization complies with all of the subsections of this section.

2. An authorized representative of the exempt organization shall file a Declaration of Exemption executed under penalty of perjury with the Chief of Police that sets forth the name and address of the exempt organization, the number of tables to be operated, and a declaration that the exempt organization and its members qualify for exemption from the Gaming Registration Act and from licensing hereunder; the Declaration of Exemption shall be accompanied by proof of the valid and unrevoked tax exempt status of the exempt organization granted by the Franchise Tax Board and/or the Internal Revenue Service. No registration fees shall be required.

3. No exempt organization shall operate, conduct, or carry on legal gaming as defined in this chapter more than one day of any calendar week.

4. No exempt organization shall operate, conduct, or carry on legal gaming as defined in § 6-~~140~~ 301 et. seq. of this code within any building, structure, lot, or premises within any calendar week, if any other exempt organization has conducted, carried on, or operated legal gaming within such building, structure, lot or premises during the same calendar week.

(K) Garage and yard sales.

(1) Purpose and intent. The purpose of this subsection is to establish land use standards that will protect the character of single-family residential neighborhoods in order to preserve public safety and welfare. The intent is to regulate those activities which in the most technical sense have business or commercial characteristics, but which, because of the manner in which they are conducted or the purposes for which they are being operated, are truly non-commercial in nature. These regulations are intended to prevent the expansion of such non-commercial operations into truly commercial operations and to regulate the method of conducting the activity so that it will be confined to a non-commercial type of operation. It is the purpose of this subsection to prevent such activities from unfairly competing with

permitted revenue-producing commercial and business enterprises; to prevent the conduct of commercial enterprises upon other than commercially zoned property; and to curb the evasion of business permit fees and sales taxes.

(2) Definitions. For the purpose of this subsection, a GARAGE SALE or YARD SALE is a sale conducted by an individual homeowner or occupant of a home, or apartment owner, occupant of an apartment unit, or owner or occupant of any other residential or dwelling unit. These sales are for the purpose of selling, trading, bargaining, exchanging or otherwise disposing of unwanted or surplus household furnishings or goods, or other tangible items. They are usually conducted in a garage, on a patio or porch, upon a driveway or in a yard, and are sales for which no inventory or permanent or detailed records are kept on the transactions thus carried out. They may at times be conducted by a combination of residential dwellers at a single location. All sales designated "lawn sale", "attic sale", "rummage sale ", "moving sale", "estate sale" or other terms of similar or like intent and having the foregoing characteristics and purposes are hereby declared GARAGE or YARD SALES for the purpose of regulation by this subsection.

(3) Time limits of sales. Sales events conducted at any residential dwelling unit, apartment complex, or residentially zoned property may only be held on the first Saturday and/or Sunday of each month. No event may be held for more than two consecutive days. The time limit for conducting the sale shall be between the hours of 8:00 a.m. and 4:00 p.m., including the time for set-up and takedown. The driveway, yard area, or other space used for the purposes of the sale shall be restored to its normal residential character at the conclusion of the sale.

(4) Limitations on items for sale. Goods offered for sale shall be the personal property of the person conducting the sale, as well as persons participating in the sale. All of the goods must be used or secondhand. Selling goods which have been acquired specifically for the purpose of resale is prohibited. The sale of the goods shall not violate any federal, state, or local laws.

(5) Display of property. Except where a special events or encroachment permit has been issued, the display of personal property offered for sale shall not be displayed on any public right-of- way, including, but not limited to, sidewalks, parkways, streets and/or alleys, or on any other residentially zoned property other than that owned or rented by the person conducting the sale.

(6) Sign displays. A sign no larger than six square feet in area may be displayed on the premises announcing the sale during the time period allowed for such events. No sign shall be displayed at any location outside of, or off the premises without the expressed written permission of the owner. Placing signs in the public right-of-way is prohibited. No sign shall be placed any earlier than 12:00 p.m. on the day before the sale starts and shall be removed by 4:00 p.m. on the termination day of the sale.

(7) Violation - penalty. Violations of any provisions of this subsection shall subject the violator to suit for civil remedy, criminal penalty, administrative enforcement, or any combination thereof. The criminal penalty for a first or second offense shall be punishable as an infraction. The criminal penalty for a third offense or more shall be punishable as a misdemeanor.

(8) Non-profit organizations shall be permitted to hold no more than two garage or yard sales on non-residential property within a 12 month period. Non-profits holding such garage or yard sales must obtain a permit from the Neighborhood Revitalization Department prior to holding the event.

(L) No treatment center, counseling center, psychiatric facility, or other clinic or business which primarily serves or treats sex offenders, including those persons who are required to register pursuant to California- Penal Code § 290, or any similar establishment shall be established in any zone unless and until a use permit is first secured for the establishment, maintenance, and operation of such use. Under no circumstances shall a permit issue or, any such facility shall be permitted to locate or operate within 2,000 feet of any public or private school or park, or any facility where children gather.

§ 10-3.406 NONCONFORMING BUILDINGS AND USES.

The following regulations shall apply to all nonconforming buildings and structures, or parts thereof, and uses existing on September 15, 1954:

(A) Land only. The lawful use of land only, existing on September 15, 1954, although such does not conform to the regulations specified in this chapter for the zone in which such land is located, may be continued provided no such use shall be enlarged or increased nor be extended to occupy a greater area than that occupied by such use on September 15, 1954, and if any use ceases, the subsequent use of such land shall be in conformity to the regulations specified by this chapter for the zone in which such land is located.

(B) Buildings or structures. A building or structure in existence, or a use lawfully occupying a building or structure on September 15, 1954, or on the effective date of an applicable amendment to this chapter, which building or use does not conform to the regulations for the district in which the building or use is located, shall be deemed to be a nonconforming building or use, and may be continued as provided in this section:

(1) The lawful use of buildings or structures may be continued although such building or use does not conform to the regulations specified for the zone in which such building or structure is located.

(2) The nonconforming use of a portion of a building or structure may be extended throughout the building provided in each case a use permit shall be first approved by the Planning Commission.

(3) The nonconforming use of a building or structure may be changed to a use of the same or more restricted nature provided in each case a use permit shall first be approved by the Planning Commission.

(4) If the nonconforming use of a building or structure ceases for a continuous period of six months, it shall be considered abandoned and shall thereafter be used only in accordance with the regulations for the zone in which such building or structure is located and the nonconforming right shall be lost. Provided, however, that if a use permit is approved by the Planning Commission within an additional six months from the date of termination, the use may be reestablished.

(C) Maintenance or repairs. Ordinary maintenance and repairs may be made to any non- conforming building providing no structural alterations are made and providing such work does not exceed 15% of the appraised value of the building or structure in any one-year period. Other repairs or alterations may be permitted provided a use permit shall first be secured in each case.

(D) Reconstruction of damaged nonconforming building. Nothing in this chapter shall prevent the reconstruction, repair, or rebuilding and continued use of any nonconforming building or structure partially damaged by fire, collapse, explosion, or act of God, wherein the expense of such reconstruction, repair, or rebuilding does not exceed 75% of the appraised value of the building or structure according to an independent appraisal completed by an appraiser certified by the state at the time such damage occurred. All such reconstruction shall be performed under one building permit and started within a period of one year from the date of damage and be diligently prosecuted to completion. In the event the aforementioned damage is in excess of 75% of the appraised value, the building or structure may be restored only if made to conform to all the regulations of the zone in which it is located, or through approval of a use permit by the Planning Commission.

(E) Changes to conforming use to be permanent. Any part of a building, structure, or land occupied by such a nonconforming use which is changed to, or replaced by, a use conforming to the provisions of this chapter, as they apply to the particular zone, shall not thereafter be used or occupied by a nonconforming use.

(F) Nonconforming uses resulting from amendments. The foregoing provisions of this section shall apply also to buildings, structures, land, or uses which hereafter become nonconforming by reason of any reclassifications of zones or any subsequent changes to the provisions of this chapter as of the effective date of such amendment.

(G) Exceptions; powers of eminent domain. No parcel of land in single ownership on September 15, 1954, shall be considered non-conforming solely as the result of the taking of a part of such land for street widening or public utility purposes under the power of eminent domain.

(H) Billboards. All ~~BILLBOARDS~~ billboards defined in § 10-3.201 of this chapter are declared to be non- conforming uses in any zone and shall be prohibited, and such billboards shall be removed from the premises where located on or before January 15, 1975, or within three calendar years after the effective date of any ordinance annexing the territory upon which any such sign is located, whichever is the latter; provided, however, the provisions of this section shall not apply to official notices issued by any court, public body, or officer in the performance of a public duty, or by any person in giving any legal notice, or to any directional, warning, or informational sign required by or authorized by law or by federal, state, or local authority.

§ 10-3.407 LOCATION OF DWELLINGS.

Except in multiple dwelling developments or where otherwise provided for in this chapter, every dwelling shall face or front upon a street or permanent means of access to a street.

§ 10-3.408 HEIGHT OF BUILDINGS.

Chimneys, cupolas, water tanks, ventilating fans, towers, steeples, smokestacks, and similar structures and mechanical appurtenances may be permitted in excess of height limits specified in the individual zones provided a use permit is first obtained in each case. In order to encourage shared use of telecommunication towers and the use of alternative tower structures or stealth antennas, the Community Development Director/City Engineer and may approve an exception to the height restrictions specified in the individual zones by an amount not to exceed 20 feet.

§ 10-3.409 BUILDING SITE AREA.

Any lot or parcel of land under one ownership and of record on September 15, 1954, where no adjoining land is owned by the same person may be used as a building site even when of less area or width than that required by the regulations for the zone in which it is located.

§ 10-3.410 THROUGH LOTS.

On through lots, either lot line separating such lot from a public thoroughfare may be designated by the owner as the front line. In such cases, the minimum rear yard shall be the average of the yards on lots next adjoining. If such lots next adjoining are undeveloped, the minimum rear yard shall conform to the front yard setback for the zone in which the property is located.

§ 10-3.411 YARD ENCROACHMENTS.

Where yards are required by this chapter, they shall be not less in depth or width than the minimum dimension specified for any yard, and they shall be at every point open and unobstructed from the ground upward, except as follows:

(A) Architectural features. Fireplaces, bay windows, balconies, cornices, canopies, and eaves, not providing additional floor space within the building, may extend into a required front, side, or rear yards not to exceed two feet.

(B) Porches.

(1) Covered porches, landing spaces, or outside stairways, which do not extend above the level of the entrance floor of the building may project into any required side yard not more than three feet and not

exceeding six feet into any required front yard. An open work railing, not more than 30 inches in height, may be installed or constructed on any such porch or landing space.

(2) Open porches, landing spaces, or outside stairways, if unroofed and unenclosed, which do not extend above the level of the entrance floor of the building to a maximum of 30 inches, is not limited as to its projection into front and side yards, provided it is not more than 120 square feet in area. Projections into a required rear yard are subject to the same limitations as a deck.

(C) Decks. When larger than 120 square feet or when the deck is constructed higher than 30 inches above finish grade, a wood deck may occupy up to 30% of a required rear yard area, but may not extend any closer than three feet to the rear or side property lines. Except as provided under open porches above, such a deck may not be located in the front setback area.

(D) Accessory buildings and structures. Except as provided elsewhere in this title, the following regulations shall apply to the location of accessory buildings:

(1) Attached accessory building. Where an accessory building is attached to and made a part of the main building, it shall be made structurally an integral part of, and have a common wall with, the main building and shall comply in all respects with the requirements of this chapter applicable to the main building.

(2) Detached accessory buildings. A detached accessory building or structure to be constructed in an R-1, R-2, R-3, or PD zone (unless otherwise provided by an approved precise plan) shall be subject to the following standards:

(a) Buildings designed for residential occupancy, or detached accessory structures larger than 1,000 square feet in size or higher than 12 feet shall be located at least ten feet from any dwelling building existing or under construction on the same lot or any adjacent lot. Such accessory building shall conform to the setback requirements for the primary dwelling unit on the lot.

(b) Structures not designed for residential occupancy, such as patio covers, gazebos, cabanas, and pool shelters, less than 1,000 square feet in area and less than 12 feet in height, shall be located as follows:

1. For structures with walls, at least a three-foot separation from the walled side to any building on the same lot is required. A three-foot separation from any side or rear lot line must be maintained.

2. For structures with wall surfaces of less than 10%, no separation is required from other buildings on the same lot, except at windows where three feet must be maintained. A three-foot separation from any side or rear lot line must also be maintained.

3. In the case of a corner lot, such structure shall meet the street side yard setback requirements for the primary dwelling unit on the lot.

§ 10-3.412 FENCES, WALLS, AND HEDGES.

(A) No fence, wall, or screen planting of any kind shall be constructed or grown to exceed a maximum of six feet in height between the rear property line of a lot and the front line of the main building or along any rear property line, nor to exceed three feet in height in any required front or street side yard or within 25 feet of any street corner except as may otherwise be permitted under this chapter.

(B) In R-1, R-2, and R-3 zones, or any Planned Development zone, no barbed wire shall be used or maintained in or about the construction of a fence, wall, hedge, or screen planting along the front, side or rear lines of any lot, or within three feet of the lines, and no sharp wire or point shall project at the top of any fence or wall.

(C) A fence may only be constructed of permanent building materials, such as wood, chain link, stone, rock, concrete block, masonry brick, brick, decorative wrought iron or other similar building materials approved by the Planning Department. A fence may not be constructed of cast-off, secondhand, or other material not originally intended to be used for constructing or maintaining a fence, including, but not limited to plywood less than five-eighths inches thick, particle board, cardboard, paper, visqueen plastic, plastic tarp, scrap wood, scrap metal, or similar material.

(D) All fences shall be properly maintained so as not to create a hazard, public nuisance or blight in the surrounding neighborhood.

(E) Any fence that is constructed, replaced or repaired in a manner that is inconsistent with the provisions of this section as of the effective date of Ordinance No. 809 C.S. shall constitute a violation of this section.

§ 10-3.413 STORAGE OF COMMERCIAL VEHICLES.

The storage or parking of commercial vehicles in the R-1, R-2, and R-3 zones, except for loading and unloading purposes, or the storage of materials, supplies, or equipment used for commercial purposes is prohibited.

§ 10-3.414 AUTOMOTIVE STORAGE OR PARKING SPACE.

For each main building erected or structurally altered in any R-1, R-2 or R-3 zone there shall be provided and maintained minimum off-street parking accommodations with adequate provisions for ingress and egress by standard size automobiles as provided in the Off-Street Parking Regulations subchapter of this chapter.

§ 10-3.415 DWELLING ON FRONTS OF LOTS.

Except as may otherwise be permitted within the applicable base zone district, ~~Any~~ any lot upon which a legal non-conforming dwelling has been constructed ~~on the rear half thereof prior to September 15, 1954~~, may have a second dwelling constructed ~~on the front half of the lot~~ upon the issuance of a use permit.

~~§ 10-3.415.1 (RESERVED).~~

§ 10-3.416 OUTDOOR RETAIL SALES.

This section sets standards for the conduct of outdoor retail sales activities, including but not limited to: farmer's market, home sales, pushcarts or peddle carts, sales from vehicles, seasonal sales, and sidewalk sales. The regulations provide for the pleasure and convenience of the community while protecting the public health and safety. A needed service is allowed through these provisions, as well as ensuring land use compatibility and attractive facilities.

(A) Definitions. The following definitions shall apply to this section:

LUNCH WAGON. A motor vehicle from which beverages and/or ready-to-eat food items are sold.

MOBILE FOOD PREPARATION UNIT. Any vehicle or portable food service unit upon which food is prepared for service, sale and distribution at retail, other than a lunch wagon or unprepared food vending vehicle, bakery truck, or ice cream product truck.

MOBILE VENDOR. Any person not having an established location who is engaged in transient business for the purpose of selling any type of merchandise or for the purpose of taking orders, or providing a service.

OPERATOR'S PERMIT. The permit issued to a mobile vendor, under the provisions of § 6-1.53 of the Municipal Code, who sells products, provides services, operates a lunch wagon, mobile food preparation unit, or pushcart on any sidewalk, street, alley, or highway, or on public or private property for the purpose of vending a product to the public.

OUTDOOR RETAIL. The conducting of activities including but not limited to sales, merchandising, display, exhibition, vending, demonstration or distribution of any product or service outside of a fully enclosed structure built in accordance with the provisions of the Madera Municipal Code.

PUSHCART. Any wagon, cart, or similar wheeled container, which is not a vehicle as defined in the State Vehicle Code, from which a product is offered for sale to the public.

SEMI-PERMANENT. The selling, giving away, displaying or offering for sale any product or service from any location for a period of time in excess of 30 minutes.

STAND. Any newsstand, table, bench, booth, rack or any other fixture or device which is used for the display or storage of articles offered for sale by a vendor.

TEMPORARY USE PERMIT. The land use permit issued by the Planning Director to a vendor authorizing the holder to engage in the business of vending a product from a lunch wagon, stand, mobile food preparation unit, pushcart, or any other business at a fixed location on any sidewalk, street, alley, or highway, or on public or private property, on a seasonal or temporary basis.

USE PERMIT. The land use permit issued to a vendor by the Planning Commission authorizing the holder to engage in the business of vending a product from a lunch wagon, stand, mobile food preparation unit, pushcart, or any other business at a fixed location on any sidewalk, street, alley, or highway, or on public or private property, on a long term or permanent basis.

VENDOR. A person who sells any type of merchandise at any fixed location other than within a permanent building or structure.

(B) Exceptions. All merchandise or displays and all storage or sales areas shall be within a permanent and completely enclosed building or structure, except that the following may be conducted outdoors:

(1) Newspaper vending from coin operated machines.

(2) Flower stands, plants and floral displays, subject to the requirements for a temporary use permit specified at division (F) (5) below and the standards specified in division (C) (6) below.

(3) Those outdoor land uses and activities specifically allowed by other sections of this code.

(4) Vehicular fuel sales in conjunction with approved service stations and mini-market operations.

(5) Vending machines, subject to the standards specified in division (F) (6) (a) below.

(6) Sales of Christmas trees and fireworks as further regulated by division (C) (6) below.

(7) Garage or yard sales at single or multiple family residences.

(8) Special events and sales activities conducted at city-owned facilities as may be authorized by the appropriate city department director.

(9) Outdoor fund-raising sales and activities conducted by schools, charitable or non-profit organizations if the sale is carried on wholly by the organization and it will derive, both directly and indirectly, any and all profits from the sale, except that events held on private property shall be subject to ~~administrative approval by the~~ Planning Director Approval.

(10) Mobile vendors as authorized in this section.

(C) General provisions. The following regulations shall apply generally to all outdoor retail sales activities authorized in this section.

(1) The sale of raw or processed foodstuffs is subject to applicable regulations of the County Health Department, State Health Codes, and California Food and Agriculture Codes, including but not limited to obtaining and displaying a current proof of health inspection sticker.

(2) All food preparation and vending units shall be inspected at least annually by the County Health Officer or designated representative and shall display a current sticker issued by and as directed by that agency.

(3) Sale of food products or beverages from any portable box, bag or similar container, other than a County Health Department approved container shall be prohibited, except that food previously inspected by a duly appointed government inspector, prepackaged in sealed containers may be displayed or offered for sale if otherwise in compliance with all applicable health and safety regulations.

(4) No vendor shall operate within 300 feet of any school ground prior to 4:00 p.m. on any day school is in session.

(5) No more than two vendors shall assemble, gather, collect or otherwise join for any purpose at any location except as otherwise authorized by approved conditional use permit.

(6) In no case shall a vendor operate in the following described areas except as permitted in writing by the City Council or it's authorized representative:

(a) Within 15 feet of any crosswalk or fire hydrant:

(b) In marked diagonal parking spaces:

(c) On any sidewalk or street adjacent to a curb which has been designated as a white, yellow, blue, green or red zone:

(d) Within 12 feet of the outer edge of any entrance way to any building or facility used by the public measured in each direction parallel to the building;

(e) At a location where pedestrian passage will be reduced to less than six feet:

(f) At any location where such operation may create a traffic hazard. For the purpose of this section, the judgment of a Madera police officer shall be deemed conclusive as to whether the operation is creating a hazard.

(g) Vendors shall not be permitted to operate at any publicly-owned off-street location in the Downtown Business District, including but not limited to parking lots and pocket parks. This section shall not be construed to prohibit vendors from operating on privately-owned property in the Downtown Business District pursuant to a valid use permit.

(7) Vendors shall be restricted from parking and or conducting business at any location within the public right-of-way designated by the City Engineer that represents a public peace, safety, health or welfare concern.

(D) The following additional regulations shall apply to pushcart, lunch wagon and mobile food preparation units.

(1) Each unit shall have affixed to it in plain view or available for immediate inspection a Madera City Business License, Health Certificate and any other permit required by this or any other applicable code.

(2) The maximum dimensions of any pushcart shall be six feet in length and four feet in width.

(3) The only signs used in conjunction with any unit shall be signs affixed to or painted on the unit or its canopy, with a maximum area of eight square feet.

(4) The operator of any unit, if such a person is an employee, contractee, or lessee of an owner, shall carry his operator's permit upon his person.

(5) No artificial lighting of any pushcart is permitted except as required by the California Vehicle Code.

(6) A refuse bin of at least one cubic foot shall be provided in or on the unit and shall be accessible by customers.

(7) No shouts, calls, horns or other noise nor amplified sound which can be heard 50 or more feet from the unit shall be permitted.

(8) No person shall stop, park or cause any lunchwagon or mobile food preparation unit or motor vehicle from which is offered food beverages, goods or merchandise to remain stopped in any public right-of-way within 75 feet of any street intersection.

(9) No person shall stop, park or cause any unit from which is offered food, beverages, goods or merchandise to remain stopped in any public right-of-way for more than 30 minutes except pursuant to the order of a lawful authority or for the purpose of making emergency repairs to the vehicle. In no event shall any person sell or give away any food or beverage product from a lunchwagon, pushcart or mobile food preparation unit vehicle while on any other public property including parking lots or pocket parks except as otherwise allowed in this code.

(10) No person shall stop, park or cause a lunchwagon, pushcart or mobile food preparation unit to remain on any private property for the purpose of selling, giving away, displaying or offering for sale any food or beverage product to any person other than the owner, his agents or employees without first securing a use permit for such activity. Permission for sales only to the owner, his agents or employees

must be granted by the owner of such property and must be in writing and shall be carried by the vendor and/or exhibited in the unit and shall not exceed the time limits established by § 10-3.416(D)(17).

(11) All mobile food preparation units, lunchwagons or pushcarts shall comply with all applicable regulations set forth in Articles 10 and 10.1 of Title 17 of the California Administrative Code.

(12) Each mobile food preparation unit shall be equipped with a fully charged fire extinguisher in good operating condition and with a current inspection tag. The driver shall be advised of the location of the type of extinguisher used and instructed in its operation.

(13) No cooking or food preparation shall be done while the mobile food preparation unit is in motion.

(14) Waste water shall not be discharged from a unit except at an approved disposal site.

(15) All units shall clearly exhibit the name of the owner of the unit, business address and business phone number of the person, firm, association, organization, company or corporation.

(16) Removal of trash. The operator of each unit shall be responsible for collection and proper disposal of all trash and debris accumulated by reason of any vending operation.

(17) Units may stop at sites or businesses (on-site) for no more than 30 minutes without moving to a new business location or site and may not return to that location for a period of one hour.

(E) The following requirements and standards shall apply only to mobile food preparation units, catering trucks and lunchwagons seeking to apply for a conditional use permit to operate on private property on a semi-permanent basis.

(1) Units proposing to operate on private property on a semi-permanent basis in the city shall not be allowed in the Residential or Professional Office Zones.

(2) No unit will be authorized to operate on private property on a semi-permanent basis in any established shopping center in the city.

(3) A unit may be authorized to operate on a property occupied by another land use, with the authorization of both the land-owner and the operator of the primary business, and as accessory to the primary land use.

(4) Except for restroom facilities, a unit on private property must operate as a separate and independent land use. The primary land use must continue to function without infringement on its access, circulation and parking requirements.

(5) The unit must comply with standard yard area and open space requirements as required by the zone for the primary business operation.

(6) Minimum site area for a unit shall be based on the setback requirements and on-site parking requirements for the operation and in no case shall be less than 1,000 square feet.

(7) A minimum of three standard on-site parking spaces in conformance with city standards shall be required in conjunction with the location of a unit on private property on a semi-permanent basis.

(8) The site on which the unit shall be located must be paved with asphalt concrete in accordance with city standards.

(9) A unit operating on private property on a semi-permanent basis shall be limited in its operation to daylight hours only, except as otherwise allowed by approved use permit.

(F) Permit requirements. The following permit procedures shall apply generally to outdoor retail sales activities as specified:

(1) Business license. Every vendor shall obtain a business license in accordance with the provisions of Title 6 of this Code.

(2) Use permit. No vendor may stop, stand or park at a fixed location for the purpose of vending or exhibiting merchandise at or on any publicly or privately-owned property or conduct sales activity outside a building or structure without first securing a use permit in accordance with Article 13 of this Code.

(3) Operators permit. No itinerant vendor shall operate without first obtaining a license under the provisions of § 6-1.53 of this Code.

(4) No person except the holder of a business license pursuant to § 6-1.53 of this code may be issued a use permit. No person may be issued such use permit unless he or she has obtained any required approvals from the County Health Department.

(5) Temporary use permits. The temporary use of land for those activities permitted in this section may be authorized for a limited and specified period of time not to exceed one year in duration as set by the Planning Director within the terms and conditions of each particular temporary use of land permit. The Planning Director may consider and take appropriate action on a request for extension of a temporary use of land permit for one additional one-year period upon review of a written request to be submitted no later than 30 days prior to the expiration of the approved temporary use of land permit. Outside sales of seasonal merchandise (Christmas trees, fireworks, pumpkins, produce stands, flower stands and the like) in one location may be permitted up to a maximum cumulative total of 90 days within a calendar year on a single property, with a limitation of no more than three non-consecutive separate events of a maximum of 30 days per each event.

(6) For applications for temporary use of land permits which allow for a vendor, the following minimum provisions and conditions shall also be applicable:

(a) A vendor sales stand and/or use shall not be located upon the paved or any unpaved portion of a public right-of-way nor impede the free and unobstructed use of any sidewalk or right-of-way. Push carts may use the public sidewalk as long as the cart does not impede the movement of pedestrians.

(b) The vendor sales activity, including the display of all related merchandise or products for sale, shall be limited to the immediate confines of the temporary street side stand, trailer, vehicle or other enclosure approved as part of the permit.

(c) All uses shall be located in such a manner that will not impede the normal use of driveways serving the property where the use is proposed nor in such a manner that encourages customers to stop in the street or driveway to obtain vendor service.

(d) Uses providing for temporary street side stands, trailers, or vehicles shall comply with the setback/yard provisions of the specific commercial or industrial zone the use is proposed to be located in. Temporary outdoor promotional/sales event for a commercial business may be allowed by conditional use permit.

(7) In authorizing an application for a temporary use of land permit, the Planning Director shall include as conditions of approval the following minimum provisions:

(a) The use will be limited to the dates and times (or period of time), nature and extent prescribed by the Planning Director.

(b) All works including building, electrical, and plumbing will conform to all requirements of applicable codes and regulations:

(c) Provisions for fire protection and fire vehicle access will be made as prescribed by the Fire Chief:

(d) Signage will be limited to that approved by the Planning Director;

(e) The site will be continuously maintained free of weeds, litter and debris:

(f) Within three days after removal of the temporary use the site will be completely cleaned: all trash debris signs and sign supports, and temporary electrical service and other equipment will be removed:

(g) Any additional limitations or conditions as required by the Planning Director as conditions of approval.

(G) Enforcement. Any person or business operating contrary to the provisions of this section shall be, and the same is hereby declared to be, unlawful and a public nuisance, and the city attorney may, in addition to or in lieu of prosecuting a criminal action thereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal or enjoinment thereof in the manner provided by law, and may take such other steps and may apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such establishment and restrain and enjoin any person from selling products, providing services or operating a lunch wagon, mobile food preparation unit or pushcart contrary to the provisions of this article.

(H) Application fees. Application fees for any permit required by any provision of this section shall be as established by separate City Council Resolution.

§ 10-3.417 ~~ZONING ADMINISTRATOR~~AMENDMENTS TO PREVIOUSLY APPROVED PERMITS

(A) **Applicability.** Any person holding a permit granted under this chapter may request an amendment to that permit. For the purpose of this section, the amendment of a previously approved permit may include amendment of the terms of the permit itself, amendment to project design, or the waiver or alteration of conditions imposed in the granting of the permit.

(B) **Request for Amendment.** An applicant may request an amendment to a permit after the effective date of the permit. An application shall be made on forms provided by the City and shall be accompanied by the applicable fee.

(C) **Review Process.** An amendment to a permit may be granted only when the designated approving authority makes all findings required for the original approval. The designated approving authority for an amendment to a previously approved permit shall be determined as follows:

(1) Minor amendment.

(a) **Applicability.** A minor amendment is a non-substantive change of a previously approved permit, including:

1. Structural additions to non-residential projects of more than 200 square feet and less than 2,500 square feet or 10 percent of existing square footage, whichever is less. Square footage shall be the aggregate of all proposed structures. Successive projects of the same type in the same place over time may be referred to the Major Amendment process, as determined by the Director.

2. Structural additions or alterations to existing residential projects that add no more than four units or 10% of the existing units, whichever is less.

3. Expansion of existing parking lots that add fewer than 25 parking spaces on an existing site.

4. Changes to parking areas or circulation patterns or reduction of the number of parking spaces.

5. Landscape modifications which do not alter the general concept or reduce the effective amount of landscaping.

6. Architectural, exterior material, or color changes which do not alter or conflict with the basic architectural form and theme of an existing building or change the location of windows or doors.

7. Other requests like the above-listed minor amendments, as determined by the Director.

(b) **Review process.** The Director is the designated approval authority for minor amendments. No public hearing shall be required. A written notice of decision shall be issued to the applicant in the same manner as the original permit. Minor amendments to discretionary permits may be appealed.

(2) **Major amendments.** Major amendments to a previously approved permit shall be processed as follows:

(a) **Applicability.** A major amendment is a substantive change of a previously approved permit, including:

1. Structural additions to non-residential projects of equal to or greater than 2,500 square feet or 10 percent of existing square footage, whichever is less. Square footage shall be the aggregate of all proposed structures.

2. Structural additions or alterations to existing residential projects that add more than four units or 10% of the existing units, whichever is less.

3. Expansion of existing parking lots that add 25 parking spaces or more on any existing site.

4. A modification in the approved access to the project site.

5. Changes in the allowed uses established for an approved Planned Development.

6. Expansion of use over 50 percent of square footage.

7. Other requests that cannot be classified as a minor amendment.

(b) Review process. The original approving authority shall be the designated approving authority for major amendments. A major amendment shall be processed in the same manner and subject to the same standards, as either may be updated by these zoning regulations, as the original application. Major amendments of discretionary permits may be appealed as authorized by this chapter for the specific permit type.

(3) Substantial Conformance. The Director may approve minor changes to a previously approved permit at the administrative level if the proposed changes are in substantial conformance with the existing permit and would not require any additional environmental analysis. Such proposed changes shall not significantly affect the design, intensity, or intent of the approved project or reduce any requirement intended to mitigate an environmental effect; alter any public improvement or facility or conditions for which other properties or developments may rely; nor have an adverse effect upon public health, safety, or welfare.

(a) A substantial conformance determination may include:

1. Structural additions to non-residential projects of less than 200 square feet. Square footage shall be the aggregate of all proposed structures.

2. Structural additions or alterations to existing residential projects that add no additional units.

3. Changes to off-street parking and circulation configurations which do not reduce the number of required parking spaces.

4. Landscape modifications which do not reduce the number of trees or reduce the amount of plantings.

5. Architectural or exterior material or color changes which do not change the basic form and theme of an existing building, do not change the location of windows or doors, or conflict with the original approved architectural form and theme of an existing building.

6. Other requests similar to the above-listed changes, as determined by the Director.

7. No notice of decision is required for determinations of substantial conformance.

(D) **Permit Expiration.** Granting of an amendment to a previously approved permit does not extend the permit expiration date. A permit extension must be reviewed and approved by the corresponding approval authority prior to expiration of the previously approved permit.

~~(A) Zoning Administrator created; authority.~~

~~(1) There is hereby created a Zoning Administrator for the city.~~

~~(2) The Zoning Administrator shall be the Community Development Director/City Engineer or his~~

designated appointee.

(3) Any matter considered by the Zoning Administrator shall be subject to such conditions as will assure that the adjustments or modifications thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and Zone District in which subject property is situated, and such other conditions as deemed necessary to carry out the purposes of this section.

(B) Matters considered by Zoning Administrator.

(1) The Zoning Administrator shall have and decide the following matters:

(a) Applications for modifications pursuant to the provisions of this section;

(b) Land use approvals as specified by this section and the provisions of this Code pertaining to the various zoning districts;

(c) Minor modifications of lawfully issued and effective Use Permits when no change in development conditions are necessary, i.e., adequate parking, loading zone and landscaping conditions exist per this chapter;

(d) Appeal from administrative acts of Planning Division personnel where it is alleged by the appellant that there is error in any order, requirement, permit, decision or determination made by an administrative official in the administration or enforcement of this chapter, in which matters the Zoning Administrator shall have the authority.

(2) The Zoning Administrator may grant modifications to certain requirements specified in this chapter to the following extent, if the Zoning Administrator's findings are as provided in this section.

(a) Front and rear yard setback modifications not exceeding five feet.

(b) Side yard setback modifications not exceeding two feet.

(c) Building site coverage modifications not exceeding 10% of the minimum open space requirements specified by the Municipal Code.

(d) Open space modifications not exceeding 10% of the minimum open space requirements specified by the Municipal Code.

(e) Excessive building height adjustments not exceeding two feet.

(3) The Zoning Administrator may grant land use approvals as specified by the provisions of this Code pertaining to various zoning districts.

(C) Appeals from the Zoning Administrator's decision.

(1) The Zoning Administrator shall render the decision in writing on any matter properly presented, within 30 days following the date of application. The granting of any matter when conforming to the provisions of this division (C) is hereby declared to be an administrative function, the authority and responsibility for performing such is imposed upon the Zoning Administrator and the action thereon by the Administrator shall be deemed to be final and conclusive except in the event of appeal that is herein provided.

(2) In case the applicant, or other interested parties are not satisfied with the action of the Zoning Administrator, they may within ten days appeal in writing to the Planning Commission for further action.

(3) The Planning Commission shall consider such appeal at the next regular meeting for which proper notification may be provided in accordance with the provisions of this section.

(4) In case the applicant, or other interested parties are not satisfied with the action of the Planning Commission, they may within ten days, appeal in writing to the City Clerk for further action.

(5) The City Council shall consider such appeal at the next regular meeting for which proper notification may be provided in accordance with the provisions of this section.

(D) Rules and procedures.

(1) The general rules and procedures necessary or convenient for the conduct of business of said Zoning Administrator shall be adopted by the City Council.

(E) Application for and initiation of hearings.

(1) Hearings on minor Use Permit modifications or adjustments shall be initiated in any of the following manners:

~~(a) By verified application of any interested person or persons;~~

~~(b) By resolution of the City Council or Planning Commission requesting the Zoning Administrator to hear the same.~~

~~(2) Hearings on minor Use Permit modifications or adjustments shall be noticed in the following manner:~~

~~(a) Not less than ten days before such public hearing, one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the hearing.~~

~~(b) Direct mailing to the owners and occupants of the property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.~~

~~(c) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.~~

~~(d) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this section.~~

~~(F) Term of permit; expiration.~~

~~(1) The Zoning Administrator may in the granting of any permit modification or adjustment impose upon the permit a term of such period of time as is found to be consistent with the proposed use and necessary to safeguard the public safety, health and welfare.~~

~~(2) The Zoning Administrator may in the granting of any permit modification or adjustment specify the time within which the proposed use must be undertaken and actively and continuously pursued.~~

~~(3) Any permit modification or adjustment shall become null and void at the expiration of the term thereof, or if not undertaken and actively and continuously pursued within the time specified in the permit or within one year if no time be specified therein.~~

~~(G) When Zoning Administrator action is final.~~

~~(1) Upon expiration of the time within which an appeal therefrom may be filed, and no appeal being filed within such time, the decision of the Zoning Administrator shall be deemed final; but if an appeal is filed within such time, the decision of the Zoning Administrator shall be stayed pending determination of the appeal or its withdrawal by the appellant.~~

~~(2) Until the decision of the Zoning Administrator, Planning Commission, or City Council has become final, as herein provided, no permit or license shall be issued for any city dependent upon the granting of adjustment.~~

~~(Ord. 689 C.S., passed 8-5-98)~~

§ 10-3.418 RIGHT TO FARM.

(A) The City Council hereby finds that where nonagricultural land uses extend into agricultural areas or exist side-by-side, agricultural operations often become the subject of nuisance complaints. As a result, some agricultural operations are forced to cease or curtail operations, others are discouraged from making investments in farm improvements, and efficient agricultural production is generally discouraged due to burdensome litigation against farmers.

(B) It is the intent of the city to conserve, protect and encourage the development, improvement and continued viability of its agricultural land and industries for the long-term production of food and other agricultural products, and for the economic well-being of the city's and county's residents. It is also the intent of the city to balance the rights of farmers to produce food and other agricultural products with the rights of non-farmers who own, occupy or use land within or adjacent to agricultural areas. It is the intent of this chapter to reduce the loss to the city's and county's agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance. Nothing in this chapter shall be construed to limit the right of any owner of real property to request that the city

consider a change in the zoning classification of his property in accordance with the procedures set forth in the Municipal Code.

(C) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGRICULTURAL ACTIVITY, OPERATION OR FACILITY, OR APPURTENANCES THERETO. Includes, but is not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of an agricultural commodity, including timber, viticulture, apiculture or horticulture, the raising of livestock, fur-bearing animals, fish or poultry, and dairy practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

(D) Consistent with Cal. Civ. Code § 3482.5 (agricultural activity not a nuisance), no agricultural activity, operation or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and allowed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than one year if it was not a nuisance at the time it began.

(E) This section shall not invalidate any provision contained in the Health and Safety Code, Fish and Game Code, Food and Agricultural Code, or Division 7 (commencing with Section 13000) of the Water Code of the State of California, if the agricultural activity, operation or facility, or appurtenances thereof, constitutes a nuisance, public or private, as specifically defined or described in any such provision.

(F) This section is not to be construed so as to modify or abridge the state law set out in the California Civil Code relative to nuisances, but rather it is only to be utilized in the interpretation, enforcement, and implementation of the provisions of the Municipal Code.

(G) The Planning Director shall cause the following notice to be recorded in the Office of the County Recorder for any prezoning application process under § 10-3.1501 of this code, and may require such notice to be recorded for any subdivision proposed under § 10-2.101 of this code for land within 300 feet of land zoned for agricultural uses or in agricultural operation:

"The undersigned in consideration of the approval of a land use development application by the City of Madera, do hereby covenant and agree with the City of Madera's declared policy to preserve, protect, and encourage development and continued operation of its agricultural lands consistent with California Civil Code Section 3482.5 (agricultural activity not a nuisance). Said policy provides that no agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes in the City or the unincorporated area of the County, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than one (1) year, if it was not a nuisance at the time it began. The term "agricultural activity, operation, or facility, or appurtenance thereof" includes, but is not limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity, including timber, viticulture, apiculture, or horticulture, the raising of livestock, fur-bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market. Residents of property in or near agricultural districts should be prepared to accept the inconveniences and discomfort associated with normal farm activities. This covenant shall run with the land and be binding upon all future owners, heirs, successors, and assigns to such property."

(H) The city may cause to be mailed to all property owners of real property within the city with the annual tax bill the following notice: "The City of Madera has declared it a policy to protect and encourage agricultural operations. If your property is located near an agricultural operation, you may at some times be subject to inconvenience or discomfort arising from agricultural operations. If conducted in a manner consistent with proper and accepted standards, said inconveniences and discomforts are hereby deemed not to constitute a nuisance for purposes of the Municipal Code."

(I) If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this chapter which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are declared severable.

~~§~~ 10-3.419 ~~TELECOMMUNICATION TOWERS, ANTENNAS AND STRUCTURES. (REPEALED)~~

~~(Ord. 698 C.S., passed 3-17-99)~~
~~Editor's note:~~

~~§ This section, containing provisions regarding telecommunication towers, antennas and structures, was repealed by Ord. 998 C.S., passed 4-19-23~~(RESERVED).

§ 10-3.420 DESIGN AND DEVELOPMENT GUIDELINES.

The city shall adopt, and amend as needed, by resolution of the Planning Commission, Design and Development Guidelines consistent with the General Plan and the stated purpose of this chapter.

§ 10-3.421 INTERIM AGRICULTURAL.

(A) In all residential, commercial, and industrial zone districts in the city, when various factors combine to make the development of a property infeasible for a period of time anticipated to be in excess of five years, a use permit may be granted by the Planning Commission to allow for agricultural activities on an interim basis, until such time as development consistent with the underlying zone district becomes viable.

(B) INTERIM AGRICULTURE shall be defined as the tilling of the soil for the raising of grains, crops, orchards, horticulture and/or viticulture. Interim agriculture shall not include small livestock farming, dairying and/or animal husbandry, nor any other uses customarily incidental thereto such as slaughter houses, fertilizer yards, or rendering plants.

(C) In order to approve a conditional use permit for interim agricultural activities, the Planning Commission must make the following findings:

(1) The establishment, maintenance, or operation of the interim agricultural use will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.

(2) The interim agricultural use will not be detrimental or injurious to the infrastructure of the city. Interim agriculture shall use techniques to maximize water efficiency and minimize erosion. All grading and/or excavation shall be compatible with the city's Storm Drain Master Plan.

(D) Applications for a conditional use permit for interim agricultural uses of land shall include the following information:

(1) A justification of necessity for interim agricultural use;
(2) A total acreage calculation;
(3) A description of what crops will be grown and what their water usage will be;
(4) A description of irrigation technique(s) to be implemented on the subject property; and
(5) A plan for eventual conversion of the property to its planned use.

(E) The Planning Commission may apply conditions of approval whenever necessary to ensure compatibility with surrounding land uses and compliance with § 10-3.421(C).

(F) Approval of a conditional use permit for interim agricultural uses of land shall be approved for an initial period of no more than five years. Extension of interim agricultural uses after the initial approval period shall require the approval of an application for amendment to the conditional use permit from the Planning Commission. Each approved extension shall not exceed a period of five years.

§ 10-3.422 EMERGENCY SHELTERS

~~§ 10-3.422 STANDARDS.~~

~~—~~In additional to the development standards in the underlying zoning district, the following standards apply to emergency shelters and each emergency shelter shall comply with the standards set forth in this section. In the event of conflict between these standards and the underlying zoning district regulations, the provisions of this section shall apply. Nothing in this section modifies the requirements for approval of a religious facility as otherwise provided in this Code.

(A) Facility compliance with applicable state and local standards and requirements.

(1) Federal, state and local licensing as required for any program incidental to the emergency shelter.

(B) ~~–~~Physical characteristics.

(1) Compliance with applicable state and local uniform housing and building code requirements.

(2) The facility shall have on-site security during all hours when the shelter is open.

(3) Facilities shall provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall reflect away from residential areas and public streets.

(4) Facilities shall provide secure areas for personal property.

(C) Limited number of beds per facility. Emergency shelters shall not exceed 50 beds.

(D) Limited terms of stay. The maximum term of staying at an emergency shelter is six months in a consecutive 12-month period.

(E) Parking. The emergency shelter shall provide on-site parking at a rate of two spaces per facility for staff plus one space per six occupants allowed at the maximum capacity.

(F) Emergency shelter management. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approval by the planning, inspections, and permitting department prior to operation of the emergency shelter. The plan shall include a floor plan that demonstrate compliance with the physical standards of this chapter. The operator of each emergency shelter shall annually submit the management plan to the planning, inspections and permitting department with updated information for review of the required management plan. The City Council may establish a fee by resolution, to cover the administrative cost of review of the required management plan.

§ 10-3.423 SINGLE ROOM OCCUPANCY

Single Room Occupancy (SRO) facilities shall be developed and operated in compliance with the following standards:

(A) Living Unit Standards

(1) **Maximum Occupancy.** Each SRO living unit shall be designed to accommodate a maximum of two (2) persons.

(2) **Unit Floor Area.** An SRO living unit shall have at least one hundred fifty (150) square feet of floor area, excluding closet and bathroom. No individual unit may exceed four hundred (400) square feet.

(3) **Minimum Width.** An SRO of one (1) room shall not be less than twelve (12) feet in width.

(4) **Bathrooms.** SRO units shall have individual bathrooms containing a sink, a toilet, and a shower or bath per Housing and Building Code requirements. Units may have only one (1) sink by the cooking area and may omit the bathroom sink. Each unit shall provide a minimum of one sink within the unit.

(B) Community Facility Standards

(1) **Entrances.** All SRO units shall be independently accessible from a single main entry, excluding emergency and other service support exits.

(2) **Lobby/Meeting Area.** Each SRO facility shall provide ample ground floor entry area that provides a central focus for tenant social interaction and meetings. The lobby/meeting area shall be designed to accommodate at least twenty-five (25) percent of the tenants at one (1) time using an average of fifteen (15) square feet per person and a minimum four hundred (400) square feet for up to fifty (50) SRO units, excluding janitorial storage, laundry facilities, and hallways.

(3) **Ground Floor Use.** Ground floor area next to public rights-of-way shall be dedicated for public use such as lobby/meeting areas or resident-serving commercial uses. No SRO units shall be on the street level adjacent to public rights-of-way. If any SRO units are at ground level, they shall face into a private open area such as an interior courtyard.

(C) **Cooking Facilities.** Cooking facilities shall be provided either in individual units or in a community kitchen. Where cooking is in individual SRO units, SRO units shall have a sink with hot and cold water; a counter with dedicated electrical outlets and a microwave oven or properly engineered cook top unit pursuant to Building Code requirements; a refrigerator; and cabinets for storage. Where cooking facilities are in a community kitchen, the community kitchen shall be a minimum of one hundred fifty (150) square feet and designed to provide a minimum of two (2) linear feet of counter space for fifty (50) percent of the maximum number of tenants.

(D) **Management Plan.** A management plan shall be submitted with the permit application for all SRO projects. At minimum, the management plan shall include the following:

(1) **Security/Safety.** Proposed security and safety features such as lighting, security cameras, defensible space, central access, and user surveillance;

(2) **Management Policies.** Management policies including desk service, visitation rights, occupancy restrictions, and use of cooking appliance;

(3) Rental Procedures.

(4) **Staffing and Services.** Information regarding all support services, such as job referral and social programs;

(5) **Maintenance.** Maintenance provisions, including sidewalk cleaning and litter control, recycling programs, general upkeep, and the use of durable materials; and

(6) Facility Management.

(a) **Ten or More Guests.** The facility shall provide on-site management. The manager shall live on-site however the manager's unit shall not count as one of the 10 guests.

(b) **Less Than ten Guests.** There shall be an on-site manager's office. The office shall be staffed for a minimum of six hours per day between the hours of 7 a.m. and 8 p.m., six days a week. The manager's hours shall be posted in a conspicuous location.

SITE PLAN REVIEW

§ 10-3.4.0101 PURPOSES.

The City Council declares that in order to insure that use and development of property in the city is in conformity with the intent and provisions of the zoning regulations of the city and other applicable provisions of the City Municipal Code and ordinances codified therein, review of proposed site plan developments by the Community Development Director or, as may be applicable, the Planning Commission, is necessary and desirable. More specifically, site plan review is necessary to insure that new, expanded, or changed uses of property are regulated to insure that structures, parking areas, walks, landscaping, street improvements, and other forms of development are properly related to the proposed sites and surrounding sites and structures, to prevent excessive grading of land and creation of drainage hazards, to prevent indiscriminate clearing of property and destruction of trees and shrubs of ornamental value, to avoid unsightly or hazardous site development and to encourage originality in site design and development in a manner which will enhance the physical appearance and attractiveness of the community. ~~The site plan review process is intended to provide for expeditious review of environmental impact assessments as may be required by official policy of the city.~~ The Community Development Director will be responsible for the coordination of the site plan review process with input from city department heads. It is the intent that the site plan review process be implemented with a cooperative spirit between project proponents and the city. Further, it is recognized that the size or nature of a project may necessitate a meeting of the project proponent, affected city department heads, and applicable review agencies to review the proposal. Where such a meeting would aid in the implementation of the process, the Community Development Director shall schedule the meeting and inform the affected parties at the earliest possible time. A project proponent may request such a meeting when it can be shown to benefit the expeditious processing of the project.

§ 10-3.4.0102 APPLICABILITY.

~~—~~The provisions of this subchapter shall apply to all new, expanded, or changed uses of property which involve the construction or placement of new structures or buildings on the site, new uses which necessitate on-site improvements to comply with the provisions of the City Municipal Code, uses subject to a use permit, precise plans, variance, or any other particular zoning permits applicable to the proposed development.

§ 10-3.4.0103 APPLICATION REQUIREMENTS.

~~—~~Site plan review shall be required of all new, expanded, or changed uses of property which involve construction or placement of new structures or building additions on the site or new uses which

necessitate on-site improvements, including uses subject to a use permit, precise plan, or application for variances. Single-family and duplex structures and additions thereto not exceeding two units per parcel in R zones, minor accessory additions and structures and other uses for which administrative approval is authorized under the provisions of the City Municipal Code, provided the structures and uses meet all of the requirements of the City Municipal Code, are specifically exempt from site plan review. However, issuance of a building permit for single-family and duplex structures in residential and planned development zones, including, but not limited to additions which expand or intensify the residential use, such as secondary or second dwelling units, shall be subject to the standard street dedication and improvement requirements specified herein.

§ 10-3.4.0104 DRAWINGS TO BE SUBMITTED.

(A) The applicant shall submit sets of prints to the Planning Division of the Community Development Department as prescribed below. The applicant is encouraged to submit two sets of preliminary site plans for Planning Division review for completeness and accuracy prior to making formal application. For purposes of this chapter, site plan shall mean all plans pertinent to the development as prescribed below including but not limited to site plan, generalized landscape plan, and building elevations. Applicants will be notified of the status of the application at the earliest possible time to facilitate timely processing.

(B) A submittal shall consist of the application form, filing fee, and eight complete sets of plans. Two additional sets of plans are required for projects which require review by the Planning Commission. A complete application shall consist of plans with all information required in this section, a completed application form and the filing fee. Incomplete applications will be returned to the applicant and will not be acted upon.

(C) Plans shall be drawn to scale and shall indicate clearly and with full dimensions, the following information:

(1) Project information.

(a) Project name; street address; Assessor's parcel number;

(b) Name, address, phone number of applicant, property owner, and contact person;

(c) Vicinity map;

(d) North arrow and scale;

(2) Lot or site dimensions;

(3) All existing and proposed buildings and structures, including location, size, lot coverage, height, proposed use;

(4) Location of all existing facilities, including pavement, curbs, gutters, sidewalks, utility lines, and existing street lights and fire hydrants within 100 feet of site;

(5) Yards and space between buildings;

(6) Walls and fences, including location, height, and materials;

(7) Trash receptacles and enclosures, including location, height, and materials;

(8) Off-street parking and off-street loading, including location, dimensions of parking and loading areas, internal circulation pattern, plus a notation of the number of required and proposed spaces, including compact and handicapped parking spaces;

(9) Pedestrian, vehicular, and service ingress and egress to site and structures;

(10) Generalized indication of size, height, and location of all signs;

(11) Location and general nature and hooding devices of on-site lighting;

(12) Street dedications and improvements on adjacent streets and alleys (detailed improvement plans shall be required at the building permit stage);

(13) Proposed on-site fire protection requirements, including stand pipes, hydrants, turnarounds, and the like;

(14) Location and size of landscaping areas with notations on use of mounds, berms, retention walls, and general type of plant materials to be used (a detailed landscape and irrigation plan shall be required at the building permit stage of the project);

(15) General indication of grades, direction of drainage flow, and drainage facilities (a detailed site grading and drainage plan shall be required at the building permit safe of the project);

(16) Elevations of all sides of structure(s), notation of building and roofing materials, building heights;

(17) Such other data pertaining to site development as may be required by the Community Development Director to make the required findings.

§ 10-3.4.0105 REVIEW AND ACTION.

(A) Applications for site plan review which do not require action by the Planning Commission will be processed on a weekly basis. Complete applications received by 10:00 a.m. on Mondays will be processed and acted upon within eight working days. When the Monday is a holiday, submittals received by 10:00 a.m. on the preceding Friday will be processed in the stated time frame. The Community Development Director shall disperse plans to affected city departments and review agencies and coordinate the review process. On the eighth working day the Community Development Director shall notify the applicant in writing of approval, conditional approval, or disapproval of the application. The action of the Community Development Director ~~Director~~ shall be final unless appealed to the Planning Commission. The approved site plan, with any conditions shown thereon, or attached thereto, shall be dated and signed by the Community Development Director~~Director~~, with one copy mailed to the applicant and one copy filed with the Buildings Official.

(B) Applications for which Planning Commission approval is required ~~or for which a negative declaration is mandatory,~~ shall be submitted no later than 10:00 a.m. 29 calendar days prior to a regularly scheduled meeting. Applicants must be present at the Planning Commission meeting unless other arrangements are made. Written notification of the action of the Planning Commission will be mailed to the applicant within three working days following the meeting.

(C) Whenever required by the provisions of this chapter, or whenever deemed advisable by the Planning Commission or Community Development Director, a public hearing shall be held on an application. Public notice procedures shall be as follows:

(1) By one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(2) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(3) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during, the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

~~(4) The public review period for the environmental determination (negative declaration) shall not be less than 21 calendar days (30 days if State Clearinghouse review is required).~~

(~~5~~4) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

(D) While coordination of the review process is the responsibility of the Community Development Director, there may be circumstances, in the interest of expeditious review, where another department head may be requested to contact the project proponent regarding details of the site plan.

§ 10-3.4.0106 APPROVAL DETERMINATIONS.

Before approving a proposed site plan, ~~the Director~~the Community Development Director shall determine that the proposed action is in compliance with all applicable provisions of the City Municipal Code, City General Plan, any applicable specific plans, all rules and regulations applicable to the proposed development, that facilities and improvements, vehicular and pedestrian ingress, egress, and internal circulation, location of structures, services, walls, landscaping, and drainage of the site are so arranged that traffic congestion is avoided, that pedestrian and vehicular safety and welfare are protected, that there will not be adverse effects on surrounding property, that proposed lighting is so arranged as to deflect the light away from adjoining properties or public streets and that adequate provision is made to reduce adverse or potentially adverse environmental impacts to acceptable levels. In making such determination the Community Development Director ~~Director~~ shall establish that approvals are consistent with established legislative policies relating to traffic safety, street dedications, street improvements, and environmental quality. In situations where a project could have adverse impacts on traffic or circulation outside the immediate project area, the Community Development Director ~~Director~~, with input from City Department Heads, may find that additional improvements are required.

§ 10-3.4.0107 CONDITIONS OF APPROVAL.

In approving a site plan, the Community Development Director ~~Director~~ or Planning Commission shall state those conditions of approval necessary to protect the public health, safety, and general welfare. Such conditions may include, but are not limited to, consideration of the following:

(A) Special yards, spaces, and buffers;

(B) Fences and walls;

(C) Surfacing of parking areas and provisions for water drainage subject to city specifications;

(D) Street dedications and improvements, subject to the provisions of § 10-3.4.0108 including service roads or alleys where applicable;

(E) Regulation of points of vehicular ingress and egress;

(F) Regulation of signs, in accordance with the standards prescribed under Chapter 6 of this title;

(G) Maintenance of grounds;

(H) Landscaping and maintenance thereof;

(I) Regulation of noise, vibration, odors, and other similar characteristics;

(J) Measures necessary to eliminate or to effect mitigation to acceptable levels of adverse environmental impacts;

(K) Regulation of time for certain activities to be conducted on the site;

(L) Time period within which the proposed use and/or improvement shall be completed;

(M) A bond, deposit of money, recorded lien secured by deed of trust, or letter of credit for the completion of street improvements and other facilities, or for the removal of such use within a specified period of time, to assure conformance with the intent and purposes set forth in this title;

(N) Periodic formal review of the project.

§ 10-3.4.0108 STREET DEDICATIONS AND IMPROVEMENTS.

Because of changes which may occur in the local neighborhood as the result of development requiring a site plan review and/or issuance of a building permit for single-family and duplex structures and additions not exceeding two units per parcel in residential and planned development zones, including, but not limited to additions which expand or intensify the residential use, such secondary or second dwelling units authorized under the provisions of the municipal code, including but not necessarily limited to increases in vehicular or pedestrian traffic generated by the development, changes in drainage conditions, utility service requirements, and other impacts that are determined by the Community Development Director ~~Director~~ to be the result of the project under consideration, the following dedications and

improvements may be deemed necessary by the Community Development Director ~~Director~~ and may be required as a condition to the approval of any site plan and the issuance of any building permit for any building projects subject to site plan review and/or issuance of a building permit for single-family and duplex structures and additions not exceeding two units per parcel in residential and planned development zones, including, but not limited to additions which expand or intensify the residential use, such as secondary or second dwelling units authorized under the provisions of the municipal code.

(A) No building permit shall be issued for any building or structure to be erected, altered, expanded, or enlarged on any lot to the extent that the cost of such work exceeds 50% of the estimated current cost as determined by the Community Development Director ~~Director~~ to replace the present building or structure in kind, unless half of any right-of-way contiguous thereto has been dedicated and improvements to city standard specifications thereon have been provided for as provided in subsection § 10-3.4.0108(D) below.

(B) Plan lines.

(1) Right-of-way dedications shall be made of all land necessary to widen an existing street or alley or create a new street made necessary by a development and shall be granted in accordance with adopted general, specific, or precise plans, plan lines, and the city's standard specifications for rights- of-way. If a conflict exists among plans, the adopted specific plan or plan line shall take precedence.

(2) In the event official plan lines have not been established, the Community Development Director ~~Director~~ shall determine all street widths for dedication to protect the public interest, safety, and general welfare, provided, however, the applicant for the permit may appeal the determination of the Community Development Director ~~Director~~ in the manner provided in this subchapter.

(C) Improvements.

(1) Street and alley right-of-way improvements adjacent to, or traversing, a development shall be improved to city standards including but not limited to pavement, curb, gutter, parkstrip, street trees and landscaping, sidewalk, street lights, fire hydrants, street signs, water, sewer, storm drainage and other utility lines and related appurtenances, driveway approaches, and handicap ramps. Such improvements are required on the principle that they are necessary because of the traffic, utility and other demands generated by the proposed development and the orderly development of the area.

(2) Where it is found to be essential to the accommodation of storm drainage runoff and/or traffic generated by the project, improvement of all or part of rights-of-way abutting adjacent properties may be required in conjunction with the subject project with reimbursement provisions incorporated in conditions imposed.

(D) Improvement criteria.

(1) Projects which abut on an existing or new street where development is anticipated to occur on both sides of the street shall be required to provide all improvements for a ½ right-of-way width on the project's respective frontages. In the event that it is found by the Community Development Director ~~Director~~ or Planning Commission that the standard improvements do not provide sufficient pavement width for two travel lanes and a parking lane, the review body may require additional pavement width or posting for no on-street parking. This determination shall be based on the adequacy of on-site parking and adjacent land uses both existing and planned.

(2) Projects which encompass an existing or new street shall be required to provide all right- of-way improvements.

(3) Projects abutting a frontage street shall be required to provide all right-of-way improvements provided that some adjustment from standard improvements may be permitted when such improvements will compliment the overall development of the area and provide for safe vehicular and pedestrian circulation. Where median or parkstrips are required, the property owner shall be responsible for the maintenance thereof subject to provisions of a maintenance agreement.

(4) Projects which abut upon or encompass major arterial streets shall be required to provide pavement improvements equivalent to a collector street as specified in subsections § 10-3.4.0108(D)(1), (D)(2), and (D)(3) above.

(5) Projects which abut upon or encompass an alley shall be required to provide all alley improvements to full width adjacent to the project site.

(E) All improvements shall be constructed to city standards existing at the time of the approval of the development plan and shall be installed at the time of the proposed development based upon improvement plans approved and encroachments permits obtained in connection with the issuance of a building permit. Where it is determined by the Community Development Director ~~Director~~ that it is impractical to put in any or all improvements at the time of the development, an agreement to defer such improvements may be entered into in lieu thereof where it is found that the improvements are not immediately essential to the circulation pattern of the area, safe movement of vehicular and pedestrian traffic, drainage area runoff or other factors. When the deferral is granted the applicant shall enter into an agreement with the city which shall become a matter of record in a form approved by the City Attorney and which agreement shall constitute a lien on the property for the cost of the improvements. A deposit in the form of cash or letter of credit or performance bond in an amount equal to 100% of the estimated cost of improvements, as determined by the City Engineer may be required as a guarantee to the making of such improvements when necessary.

§ 10-3.4.0109 REIMBURSEMENT PROVISIONS.

(A) Each developer of property has the responsibility for improvement of not less than ½ of the right-of-way including city utility lines that abut a parcel. In the event the development necessitates extension of service lines or other right-of-way improvements beyond those immediately abutting the developing parcel, the cost of such improvements shall be reimbursable at the time of development of benefitting parcels which abut such improvements. An agreement for reimbursement must have been entered into with the city prior to occupancy of the structure(s) or use of the property unless written exception is given by the City Engineer.

(B) Property owners whose properties benefit from extension of city utility lines and other right-of-way improvements by other developers will be required to reimburse the cost of the improvements that have been installed along their right-of-way frontages at time of development of their property as determined by the City Engineer.

§ 10-3.4.0110 RELATIONSHIP TO ENVIRONMENTAL ASSESSMENT PROCEDURES.

(A) A site plan approved pursuant to the provisions of this chapter shall be considered in relation to requirements of city policy governing the preparation of environmental impact assessments. It is the intent of this subchapter that an Environmental Impact Assessment (EIA) be made concurrently with, and as part of, the site plan review process, and that a site plan may be approved with conditions that will permit the applicable review body to find that the proposed project will not have a significant effect on the environment and that a negative declaration should be prepared.

(B) Where it is determined that an Environmental Impact Report (EIR), if required by law, is required for a proposed project, action on a proposed site plan shall be deferred until such time as the EIR has been prepared and reviewed pursuant to provisions of the city's guidelines and state law. The Planning Commission and City Council shall, at the completion of the EIR review, attach such conditions to the approval of the site plan as in their judgment will mitigate or reduce to acceptable levels any of the environmental impacts identified during review of the EIR. The Planning Commission or City Council may deny a plan if it is found that such mitigation or reduction of environmental impacts is not feasible.

§ 10-3.4.0111 ~~REVISIONS~~ AMENDMENT OF APPROVED PLANS.

An applicant may request an amendment to an approved Site Plan Review after the final written decision is issued and the permit becomes effective. Amendments to an approved Site Plan Review shall be processed in accordance with section 10-3.417 (Amendments to Previously Approved Permits)
~~Revisions by the applicant of an approved plan shall be presented to the Director in the manner required for drawings first submitted. Resubmittals shall be accompanied by the prescribed filing fee unless the revisions are determined by the Director to be of a minor nature.~~
~~('61 Code, § 10-3.4.0111) (Ord. 507 C.S., passed 10-19-88)~~

§ 10-3.4.0112 ACKNOWLEDGMENT AND ACCEPTANCE OF CONDITIONS.

Upon receipt of the approved copy of a site plan and prior to applications for a building permit, the applicant/owner shall execute an acknowledgment and acceptance of the terms and conditions of the site plan and an agreement with the city certifying such acceptance and agreement to be bound thereby.

§ 10-3.4.0113 BUILDING PERMIT.

In addition to such other matters required by law, applications for a building permit shall include three sets of plans including building, site, landscaping, irrigation, right-of-way improvements, grading, and drainage, as applicable, along with other information as may be required by the Building Official. Plans must reflect the conditions of site plan approval. Before a building permit shall be issued for any building, structure, or sign proposed as part of an approved site plan, the Community Development Director ~~Director~~ shall determine that the proposed building location, facilities, and improvements are in conformity with the approved site plan and all required dedications and agreements have been recorded.

§ 10-3.4.0114 LAPSE OF SITE PLAN APPROVAL.

A site plan approval shall be void one year following the date on which approval by the Community Development Director, Planning Commission, or City Council became effective unless, prior to the expiration of one year, a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion of the site or structures which were the subject of the site plan. Approval may be extended for one year periods of time, upon written application to the Community Development Director ~~Director~~ before expiration of the approval.

§ 10-3.4.0115. OCCUPANCY.

Before any building, structure, or use that is subject to site plan review may be occupied, both the Building Official (for on-site improvements) and the City Engineer (for off-site improvements) shall have certified that all required improvements have been completed. Under special circumstances of hardship or conditions beyond the control of the applicant/developer, additional time may be granted by the applicable official for completion of required improvements provided that the following provisions are met:

(A) The total time extension does not exceed six months.

(B) The site, use, and circulation system, both on and off-site are functional, and the temporary lack of such improvements is not detrimental to the health and safety of occupants, the general public, or the surrounding area.

(C) An agreement is entered into with the city and if deemed necessary, recorded.

(D) The agreement is secured by either cash deposited with the city, cash deposited in irrevocable escrow approved by the City Attorney, or other financial security approved by the City Attorney as the

equivalent thereof. Such security shall be in the amount of 100% of the estimated cost of completion as determined by the Building Official in the case of on-site improvements and the City Engineer in the case of off-site improvements. In the event such work is not completed within the period provided, the city shall be authorized to take all necessary action to enforce the agreement, including the use of the security to cause the completion of all required improvements. Monies deposited with the city or in escrow may be partially released to the depositor by the Building Official in the case of on-site improvements and the City Engineer in the case of off-site improvements during the progress of the work, so long as the same ratio of security is maintained on the deposit to secure all uncompleted work.

§ 10-3.4.0116 APPEAL TO THE PLANNING COMMISSION.

(A) Within ten calendar days following the date of a decision by the Community Development Director, the decision may be appealed in writing to the Planning Commission by the applicant or any other interested party. Such an appeal shall be filed with the Community Development Director ~~Director~~ and shall state specifically wherein it is claimed that there was an error or abuse of discretion by the Community Development Director ~~Director~~ or wherein the decision is not supported by evidence in the record. Appeals shall be accompanied by an appeal fee as prescribed by Resolution of the City Council. The appeal fee shall be refunded if the appeal is granted by the Planning Commission. Additional copies of the plans may be required by the Community Development Director ~~Director~~.

(B) The Community Development Director shall give notice to the applicant and to the appellant (if the appellant is not the applicant) of the date, time, and place the appeal will be considered by the Planning Commission.

(C) The Planning Commission shall hear the appeal at its next regular meeting to be held not earlier than 14 calendar days after the filing of the appeal. The Commission may affirm, modify, or reverse a decision of the Community Development Director ~~Director~~, provided that if the decision is modified or reversed, the Commission shall, on the basis of the record and such additional evidence as may be submitted, make the applicable findings prerequisite to the approval of a site plan as prescribed in § 10-3.4.0106 of this subchapter. The decision of the Commission shall be final unless appealed to the City Council.

§ 10-3.4.0117 APPEAL TO THE CITY COUNCIL.

(A) Within ten calendar days following the date of a decision of the Planning Commission on a site plan application, the decision may be appealed to the City Council by the applicant or any other interested party. Such an appeal shall be filed with the City Clerk and shall state specifically wherein it is claimed that there was an error or abuse of discretion by the Commission or wherein its decision is not supported by evidence in the record and shall be accompanied by the appeal fee as prescribed by Resolution of the City Council.

(B) Within five days of the filing of an appeal, the Community Development Director ~~Director~~ shall transmit to the City Clerk the drawings of the site plan and all other data filed therewith, the findings of the Planning Commission, and its decision on the application for review and action. The Community Development Director ~~Director~~ may require submittal of additional copies of the plans by the applicant.

(C) The City Clerk shall give notice to the applicant and to the appellant (if the applicant is not the appellant) of the time, date, and place when the appeal will be considered by the City Council.

(D The City Council shall hear the appeal and consider the matter de novo based on the requirements for a site plan prescribed in § 10-3.4.0106 of this subchapter~~) The City Council shall hear the appeal at its next regular meeting held not less than seven calendar days after the filing of the appeal. The City Council may affirm, reverse, or modify a decision of the Planning Commission, provided that if a decision is modified or reversed, the City Council shall, on the basis of the record transmitted and such~~

~~additional evidence as may be submitted, make the applicable findings prerequisite to the approval of a site plan as prescribed in § 10-3.4.0106 of this subchapter~~.

(E) The decision of the City Council on the site plan shall become effective immediately and shall be final~~A site plan which has been the subject of an appeal to the City Council shall become effective immediately following the date on which the site plan is affirmed or modified by the City Council~~.

PLANNED DEVELOPMENT ZONES

§ 10-3-4.101 P-D ZONES.

(A) The purpose of the P-D zones is to authorize and regulate density of condominiums, cooperatives, planned developments, and other residential subdivisions. The district is intended to allow use of special design criteria for maximum utility of the site and to allow maximum design flexibility within the density limitations provided in § 10-3-4.102 of the subchapter.

(B) Special residential developments such as clustering and density transfers are encouraged, and variations from normal zoning standards may be considered, such as zero side yard and common wall developments. Through the Planned Development process, special residential design standards may be established which regulate the subdivision rather than the typical residential standards of the Municipal Code.

(C) All developments in P-D zones are subject to the provisions of Chapters 2 and 3 of Title 10 of the City Municipal Code. As such, any subdivision in the P-D zone requiring public maintenance shall also be subject to the City's Standard Specifications, with modifications to be approved only by action of the City Council.

§ 10-3-4.102 DENSITY.

The maximum density shall be determined by a sub-designation permitting one residential unit per square footage of site area exclusive of streets and public and private rights-of-way as determined by the Planning Director as follows:

Density
Density
P-D (1500)
One unit for each 1,500 square feet of site area.
P-D (2000)
One unit for each 2,000 square feet of site area.
P-D (3000)
One unit for each 3,000 square feet of site area.
P-D (4500)
One unit for each 4,500 square feet of site area.
P-D (6000)
One unit for each 6,000 square feet of site area.
P-D (8000)
One unit for each 8,000 square feet of site area.
P-D(12000)
One unit for each 12,000 square feet of site area.

§ 10-3-4.103 PLANNING COMMISSION APPROVAL.

(A) No construction, grading, or new development activity shall commence in any P-D Zone prior to the approval of a precise plan of the development by the Planning Commission. The precise plan shall be processed under the provisions for use permits as set forth in MMC § 10-3.13.

(B) Any precise plan approved in conjunction with a residential subdivision shall remain valid only while the approved tentative map remains valid. Once the subdivision map is recorded, the precise plan shall remain valid until such time that it is amended or repealed.

(C) All other precise plans approved by the Planning Commission as provided herein shall be utilized within 12 months after the effective date of its approval. Failure to utilize such approval within such 12-month period shall render the permit null and void unless a written request for extension is submitted to the Planning Commission prior to the expiration of the permit. The Planning Commission shall review the request, and may grant or conditionally grant an extension as it deems appropriate.

§ 10-3-4.104 PRECISE PLAN APPLICATION.

A precise plan application for development in a P-D district shall include:

(A) A boundary map and complete legal description of the property.

(B) The gross land area of the development and the location of all existing easements, structures, and improvements on the property.

(C) A plot plan showing to scale the following details:

(1) Location and use proposed for each existing and proposed structure in the development, the number of stories, gross building area, and approximate location of entrances.

(2) All existing and proposed driveway approaches, driving lanes, parking areas, and loading and service areas.

(3) All pedestrian walks and open areas for the use of the occupants of the proposed development.

(4) A detailed plan for the landscaping of the development including the location and height of all proposed walls, fences, and screen planting and a statement setting forth the method by which they will be preserved and maintained.

(5) The location of hydrants, utilities, drainage facilities, and recreation facilities.

(6) All existing and proposed easements.

(7) Elevations or architectural renderings of the project to indicate architecture and materials of construction.

(D) Such additional data as may be required by the Director of Planning.

§ 10-3-4.105 (RESERVED)

§ 10-3-4.106 OPEN SPACE.

For each residential unit in a planned residential development there shall be provided a minimum 750 square feet of open space exclusive of drives and off-street parking areas.

§ 10-3-4.107 YARD ENCROACHMENTS.

Unless special standards are established through approval of the Precise Plan, the provision of § 10-3.411, Yard Encroachments, shall apply to all residential projects containing single family dwellings on individual lots.

ADMINISTRATIVE PLAN REVIEW

§ 10-3-4.201 PURPOSE

The purpose of this section is to define the procedures for review and approval of permitted uses and associated site development. This section establishes a ministerial review process to facilitate permitted uses considered minor in nature and those uses required to be approved through a ministerial permit process while allowing the City to ensure conformance with all applicable local standards, ordinances, and other applicable plans and policies.

§ 10-3-4.202 APPLICABILITY

An Administrative Plan Review is required prior to establishment of any permitted use indicated as approved under an Administrative Plan Review within the zone districts established in this chapter.

§ 10-3-4.203 APPLICATION REQUIREMENTS

(A) Application Filing and Processing. Applications for a Administrative Plan Review shall be filed and processed in accordance with the applicable procedures:

(1) Applications for Administrative Plan Review must be submitted in writing to the Planning Director along with any applicable fees**.**

§ 10-3-4.204 REVIEW AND ACTION

(A) Applications for a Administrative Plan Review shall be reviewed and approved by the Planning Director. As the approving authority, the Director is authorized to approve, alter, or deny an application for a Administrative Plan Review.

(B) In approving an application for a Administrative Plan Review, the approving authority may impose reasonable and appropriate standards to achieve the purposes of this title, ensure consistency with the goals and policies of the adopted General Plan and any applicable specific plan, and justify making the necessary findings.

§ 10-3-4.205 APPROVAL FINDINGS

Prior to approving an application for a Administrative Plan Review, the Director shall make all the following findings:

(A) The proposed project is consistent with the adopted General Plan and any applicable specific plan.

(B) The proposed project meets all applicable standards for development and provisions of this t~~T~~itle.

§ 10-3-4.206 NOTICE OF DECISION

A written notice of decision on the Administrative Plan Review shall be provided within three business days of the date of decision to the applicant and any interested party having specifically requested such

notices of the specific action in writing. The notice of decision shall include:

(A) The application request as acted upon by the approving authority.

(B) The action taken by the approving authority.

(C) Findings for the permit

§ 10-3-4.207 APPEALS

The Director's decision on Administrative Plan Reviews are not subject to appeal and shall immediately be final.

§ 10-3-4.208 LAPSE OF APPROVAL & EXTENSIONS

Approval of an Administrative Plan Review shall be void within two years following the date on which approval by the Planning Director became effective unless, prior to the expiration, a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion of the site or structures which were the subject of the site plan. Approval may be extended for one year periods of time, upon written application to the Director before expiration of the approval.

§ 10-3-4.209 AMENDMENTS

An applicant may request an amendment to an approved Administrative Plan Review after the final written decision is issued and the permit becomes effective. Amendments to an approved Administrative Plan Review shall be processed in accordance with section 10-3.417 (Amendments to Previously Approved Permits)~~ENVIRONMENTAL REVIEW~~
~~§ 10-3-4.301~~

RESIDENTIAL ZONES

§ **10-3.501 R ZONES; PURPOSE AND APPLICATION.**

To provide specific areas in the city where residential developments of varying densities may be developed as specified in the land use element of the General Plan. To promote and encourage a suitable living environment; to provide space for community facilities needed to complement urban residential areas and for institutions compatible with a residential environment; to promote the orderly flow of residential traffic and restrict commercial and industrial traffic in residential areas; to provide the opportunity for suitable housing at affordable prices for all segments of the community. The standards contained within this article shall apply except as otherwise explicitly required by State law.

§ **10-3.502 ~~R; PERMITTED USES~~DENSITY.**

The maximum density shall be fixed by a sub-designation as follows:
(A) R(A). One unit for each 12,000 square feet of site area.
(B) R(1). One unit for each 6,000 square feet of site area.

(C) R(2). One unit for each 2,178square feet of site area.
(D) R(3). One unit for each 871 square feet of site area.

§ **10-3.503 ~~R; DENSITY~~PERMITTED USES.**

(A) The following uses shall be permitted in the Residential Zone.
(1) Residential uses together with the accessory buildings customary to such use, including garages, carports, and storage sheds, except that single family dwellings shall not be allowed in the R-3 zone district.
(2) Flower and vegetable gardens, orchards, the raising of tree crops, berry, or bush crops for the purpose of prolongation and culture, including wholesaling crops raised on the premises; provided, no signs, displays, or stands are used in conjunction therewith.
(3) Swimming pools for either individual, family, or communal use on an exclusive non- commercial basis.
~~The maximum density shall be fixed by a sub-designation as follows:~~

~~(A) R(A). One unit for each 12,000 square feet of site area.~~
~~(B) R(1). One unit for each 6,000 square feet of site area.~~
~~(C) R(2). One unit for each 3,000 square feet of site area.~~
~~(D) R(3). One unit for each 1,800 square feet of site area.~~
~~('61 Code, § 10-3.503) (Ord. 380 C.S., passed 9-21-81; Am. Ord. 607 C.S., passed 12-15-93)~~

§ **10-3.504 ~~R; PERMITTED USES;~~USES ALLOWED WITH ADMINISTRATIVE APPROVAL.**

(A) Subject to obtaining ~~an administrative~~an Administrative Plan Review approval thereof, the following uses shall also be permitted:
(1) Enclosed, temporary construction materials storage yards required in connection with the development of a subdivision, and temporary subdivision sales offices and signs and model home display areas.
(2) Accessory dwelling units and junior accessory dwelling units subject to the standards contained in § 10-3.513.

(3) Manufactured housing.
(4) Multiple single family dwelling units on the same R-1 zoned lot subject to the standards contained in § 10-3.512.
(5) One level Duplexes, triplexes, townhomes not exceeding four units, cottage housing not exceeding four units, fourplexes, and sixplexes.
(6) Stacked duplexes (4 units), stacked triplexes (6 units), stacked townhomes not exceeding 8 units, and stacked fourplexes (8 units).
(7) Home occupations.
(8) Foster homes, rehabilitation facilities, day care centers, and other related facilities which provide housing for six or fewer unrelated persons.
(9) Accessory uses and buildings normally incidental to any of the permitted or conditionally permitted uses. This provision shall not be construed as permitting any commercial use or occupation other than those specifically listed.
(10) Supportive Housing.
(11) Transitional Housing.
(12) Mobile homes.

~~§ 10-3.504.1 R; USES ALLOWED WITH ZONING ADMINISTRATOR'S PERMIT.~~

~~(A) The following uses shall be permitted subject to the approval by the Zoning Administrator:~~
~~(1) Accessory dwelling units and junior accessory dwelling units subject to the standards contained in § 10-3.513.~~
~~(2) Manufactured housing.~~
~~(3) Home occupations (appealed).~~
~~(4) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.~~
~~(B) Other approvals as per Zoning Administrative Code Section.~~
~~(Ord. 690 C.S., passed 8-5-98; Am. Ord. 949 C.S., passed 12-6-17)~~

§ **10-3.505 ~~R;~~ CONDITIONAL USES; COMMISSION APPROVAL.**

(A) The following uses are allowed subject to obtaining approval of a Use Permit from the Planning Commission:

(1) Private non-profit schools and colleges; churches, parsonages, and other religious institutions.

(2) Foster homes, rehabilitation facilities, and other related facilities which provide housing for more than six unrelated persons.

(3) Private clubs and lodges.

(4) On-site parking for commercial vehicles exceeding two-ton capacity.~~.~~

~~(5) Multiple single family dwelling units on the same R-1 zoned lot subject to the standards contained in § 10-3.512.~~

(5~~6~~) Large family day care homes as defined in and subject to the standards contained in § 10-3.1312.

(B) The following uses are permitted only in the R-3 zone and are subject to first securing a use permit in each case:

(1) Hotels, motels, rooming or boarding houses, bungalow courts, and dwelling groups.

(2) Professional offices.

(3) Community centers, social halls, lodges, clubs, cemeteries, and their appurtenant uses.

(4) Rest homes and convalescent hospitals.

§ **10-3.506 ~~R;~~ FENCES, WALLS, AND HEDGES.**

Fences, walls, and continuous hedges will be limited as follows:

(A) A maximum height of six (6') feet in any rear or interior side yard exclusive of the front setback area.

(B) A maximum height of three (3') feet in any front or street side yard setback area, except that, subject to the approval of the Community Development Director/City Engineer, a six (6') foot fence may be erected on the street side yard property line of any fifty (50') foot wide corner lot located in the R. Residential Zone, which is situated adjacent to an eighty (80') foot City right-of-way designated as a Local Street on the General Plan. These approvals shall take into consideration site distance requirements adjacent to alleys and where driveways cross the street side yard property line.

(C) A maximum height of six (6') feet to within ten (10') feet of any exterior side property line, exclusive of the front setback. The Community Development Director/City Engineer may grant approval of an encroachment permit for construction of a fence higher than three (3') feet within the required street side yard setback area subject to the following standards:

(1) The maximum height shall not exceed six (6') feet in any street side yard area to within twenty-five (25) feet of the front property line, or projection thereof.

(2) No encroachment permit shall be approved for corner lots with an alley along the rear property line (ten (10') foot setback required).

(3) No encroachment permit shall be approved for corner lots adjacent to a street along the rear property line (ten (10') foot setback required).

(4) Encroachment permits shall take into account sight distance requirements in reverse corner lot situations, where driveway approaches on adjacent lots may be near the rear property line.

(5) Fences along a residential access street (fifty (50') foot right-of-way) shall be set back a minimum of five (5') feet from the exterior side property line.

(6) Design criteria for fences constructed along street side yard property lines shall be as follows (not applicable for fences constructed in accordance with building setback standards except as required in § 10-3.506(C)(5)(d)):

(a) All fences shall be masonry, wrought iron, solid wood, or a combination thereof.

(b) Wood shall be of cedar quality or better and all wood surfaces are to be treated with waterproofing. All posts shall be set in concrete.

(c) Unless the standard setback of ten (10') feet is utilized, all fences along collector streets shall be masonry.

(d) All fences constructed along arterial streets, regardless of setbacks, shall be masonry.

(e) Fence construction along any rear property line adjacent to a Collector or Arterial Street shall be masonry.

(f) Construction of fencing along all designated Collector and Arterial Streets is mandatory. Installation shall be required in conjunction with building permits issued for adjoining lots, and completion required prior to the granting of final occupancy on the permit.

(g) The design criteria for construction of fences along Collector and Arterial Streets shall not apply to any subdivision recorded prior to December 18, 1991, the effective date of Ordinance 580 C.S.

(h) The Planning Commission may grant exceptions on a subdivision-wide basis to the masonry wall requirements along Collector and Arterial Streets specified in this section.

(D) The Planning Commission may approve encroachments into the ten foot (10') street side yard setback not authorized by the Community Development Director/City Engineer, subject to the provisions of the Building Code and City Standards. The Planning Commission may permit a greater height not to exceed a maximum height of eight feet (8') for that portion of a yard to the rear of the front forty feet (40') upon a determination that a greater height will not be detrimental to the public welfare or to abutting property. The Planning Commission may also require the installation of masonry block walls higher than eight feet (8') for the purpose of mitigating noise impacts in conjunction with new residential development. The requirements shall be established as a condition of approval for Tentative Subdivision Maps in conjunction with an acoustical analysis prepared by a qualified independent consultant.

§ 10-3.507 ~~R;~~ MINIMUM SITE AREA AND DIMENSIONS.

Each lot shall be no less than 80 feet in depth. Each interior lot shall have a minimum width of 50 feet. Each corner lot shall have a minimum width of 60 feet. The width of any lot fronting on a cul-de-sac on the radius of a curve shall be measured at the building setback line. The minimum site area for creation of new lots in a Residential Zone shall be ~~6~~5,000 square feet for interior lots, and 5~~6~~,500 square feet for corner lots.

§ 10-3.508 ~~R;~~ YARD REQUIREMENTS.

Except as provided for in subsection § 10-3.508(E) below, the following yard requirements shall be met:

(A) Front yards. No building shall be constructed nearer than 15 feet to the front property line, however in no case shall garages with doors facing the street or carports be set back less than 20 feet.

(B) Interior side yards. The minimum setback for any required interior side yard shall be not less than five feet provided the Planning Commission may approve encroachment into the five foot setback subject to the provisions of the Building Code.

(C) Exterior side yards. The required exterior side yard shall be not less than ten feet. Garages or carports facing an exterior side yard shall be not less than 20 feet from the property line.

(D) Rear yards. Rear yards shall be provided as follows:

(1) Fifteen feet where windows face the rear property line plus five feet per story for each story over two stories.

(2) Ten feet where no windows face the rear property line.

(3) In R-3 zones, the rear yard need not exceed ten feet except where the rear property line abuts an R or PD zone, in which case subsections § 10-3.508(D)(1) and (2) above shall apply.

(4) Where the rear property line abuts an alley, the setback shall be measured to the centerline of the alley. Parking spaces which utilize the alley for access must be set back seven feet to provide a 27-foot backup distance.

(E) Within multiple family projects of three or more units, the setback for any two-story building or structure from any property line immediately adjacent to an existing or planned single-family dwelling or low density project or any R-1 zone shall be 15 feet. The setback for any three-story structure shall be 25 feet plus five feet for each additional story over three. The Site Plan Review process shall also take the following factors into consideration:

(1) The relationship of second-story windows, doors, exterior stairways, exterior balconies, sun decks, and the like, with the privacy of the adjoining property.

(2) The relationship of building mass with the neighbors use and enjoyment of their yard areas.

(3) The relationship of building mass with the neighbor's accessories such as solar collectors and satellite antennas.

(F) Units on the same lot.

(1) Distances between dwelling units on the same lot shall be as follows:

(a) Units side to side shall be 10 feet.

(b) Units front to back shall be 25 feet.

(c) Units back to back shall be 20 feet.

(d) Units front to side shall be 20 feet.

(2) Exceptions to this setback requirement may be granted through a use permit approved by the Planning Commission.

§ 10-3.509 ~~R;~~ MINIMUM OPEN SPACE.

(A) R; minimum open space.

(1) Minimum useable open space for each individual unit shall be provided for each dwelling unit as follows:

R-Minimum Open Space
R(A)
2,000 square feet
R(1)
1,000 square feet
R(2)
750 square feet
R(3)
500 square feet

(2) To qualify as useable private open space the minimum dimension must be ten feet, provided, however, that balconies can qualify when the minimum dimension is five feet. Required off- street parking areas (spaces and driveways) may not be used in calculating required open space, and only a maximum of 50% of required yard areas under § 10-3.508 (A), (B), (C), and (D) may be used in calculating required open space.

(B) Projects of 50 or more units shall provide one or more amenities as a part of the main recreation area, including, but not limited to, the following: swimming pool, tennis court, putting green, lawn bowling, tot lot, or outdoor cooking facilities or barbecues.

(C) All outdoor common recreational areas, except community gardens, shall be landscaped with lawn, trees, shrubs, or other plant materials and shall be permanently maintained in a neat and orderly manner.

(D) Floor area.

(1) In addition to the minimum open space requirements above, buildings located on a lot in an R-1 Zone shall not exceed a cumulative floor area of 1,400 square feet plus 20% of the site area on which those building are located.

(2) For the purpose of the section, ~~FLOOR AREA~~floor area shall mean the area of all floors and levels enclosed by exterior walls by more than 50% and that part of any upper level separated from the lower level by a floor/ceiling assemble, but shall not include basements, and up to 400 square feet of garage area.

§ 10-3.510 ~~R;~~ BUILDING HEIGHT.

(A) Maximum height of buildings shall be as follows:

R(A), R(1), R(2)	35 feet
R(3)	50 feet
Accessory buildings	15 feet

(B) To conform zoning with General Plan policies a zoning designation a (HL) may be placed on any R designated district indicating a height limitation of 20 feet.

§ 10-3.511 PARKING ON UNPAVED SURFACES PROHIBITED.

(A) No person shall keep, store or park any trailer, boat, motorcycle or motor vehicle on any portion of a front yard or corner lot side yard of a property designed or used as a residence, except on an area that is paved with either asphalt, concrete, gravel or similar substance.

(B) No owner, tenant, manager, or occupant of property designed or used as a residence shall allow or suffer another person to keep, store or park any trailer, boat or motor vehicle on any portion of a front yard or corner lot side yard of a property, except on an area that is paved with either asphalt, concrete, gravel, or similar substance.

(C) Parking upon the lawn area or area intended for landscaping is prohibited.

(D) The first violation of any provision of this section is an infraction and is punishable by a fine not exceeding $75. A second violation within one calendar year of the first shall be punishable by a fine not exceeding $200. A third and each subsequent violation within one calendar year of the first, shall be punishable by a fine not to exceed $500.

§ 10-3.512 MULTIPLE SINGLE-FAMILY DWELLING UNITS.

Multiple single family dwelling units on the same R-1 zoned lot may be allowed through approval of a ~~use permit~~Administrative Plan Review subject to the following standards:

(A) All dwelling units shall conform to the parking, height, open space, lot coverage, and setback requirements of the R-1 zone, along with other requirements of the zoning code and other applicable city codes.

~~(B) In addition to the 6,000 square foot minimum site area for the primary residence, an extra 8,000 square feet shall be required for each subsequent single-family residence.~~

~~(C) Multiple single-family dwelling units shall be subject to the additional setback/height restriction of five extra feet of rear and side yard area for each story over one.~~

(~~D~~B) The remaining single-family unit(s) may be for rental purposes, but no unit may be sold separately.

(C~~E~~) The single-family dwelling units shall provide separate, independent living quarters for only one family.

(D~~F~~) Utilities.

(1) All units shall have completely separate utilities, such as sewer, water, gas, and garbage.

(2) All utilities shall be adequate to serve all residential units.

(3) No unit shall be located over underground utilities serving any other unit.

§ 10-3.513 ACCESSORY DWELLING UNITS.

Accessory dwelling units shall comply with the requirements of this section.

(A) ~~(A)~~ For the purposes of this chapter, the following definitions shall apply:

ACCESSORY DWELLING UNIT. An attached or detached dwelling unit that provides complete independent living facilities on ~~the same~~a parcel ~~was a legal single family residence~~ith a proposed or existing primary residence, including permanent provisions for living, sleeping, eating, cooking and sanitation. An accessory dwelling unit may be located within the living space of an existing primary ~~single family~~ residence, may be an efficiency dwelling as defined in § 17958.1 of the Cal. Health and Safety Code, and may be a manufactured home, as defined in § 18007 of the Cal. Health and Safety Code. Accessory dwelling units are not accessory uses as defined in this section.

JUNIOR ACCESSORY DWELLING UNIT. A unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure, ~~and utilizing an existing bedroom,~~ and containing an efficiency kitchen. A JUNIOR ACCESSORY DWELLING UNIT may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(B) ~~(B)~~ Purpose

~~.~~The provisions of this section are intended to set standards, in compliance with Cal. Gov't Code §§ 66310-66342~~65582.1, 65852.2, and 65852.22~~, for the development of accessory dwelling units so as to increase the supply of smaller and affordable housing while ensuring that such housing remains compatible with the existing neighborhood. It is not the intent of this chapter to override lawful use restrictions as set forth in Conditions, Covenants and Restrictions.

(C) ~~(C)~~ Applicability

Any construction, establishment, alteration, enlargement, or modification of an accessory dwelling unit shall comply with the requirements of this chapter and the City's Building and Fire Codes. For purposes of this chapter, accessory dwelling units include detached, attached, conversion, and junior accessory dwelling units.

(D) General ~~requirements. An accessory dwelling unit~~Development and Operational Standards:

The following standards shall apply to detached accessory dwelling units, attached accessory dwelling units, conversion accessory dwelling units, and junior accessory dwelling units

(1) ~~(1) May be located on any R (Residential) Zone District lot that allows single-family or multifamily dwellings and that contains only one single-family detached dwelling~~Development standards~~;~~

(a) **Foundation.** A permanent foundation shall be required for all accessory dwelling units.

(b) **Passageway.** No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(c) **Access.** Every accessory dwelling unit shall have direct exterior access independent of the exterior access of the primary dwelling.

(d) **Design.** Accessory dwelling units shall be compatible with the architectural style of the primary dwelling. No bare metal, unpainted or unfinished structures are allowed. To determine architectural compatibility, the accessory dwelling unit structure must possess at least three of the following traits in common with the primary dwelling on-site:

1. Wall covering materials.
2. Roofing material.
3. Roofing pitch.
4. Structural eaves.
5. Mass and scale of structure relative to structural height.
6. Window characteristics.
7. Decorative treatments.

(e) **Manufactured and Tiny Homes.** A manufactured home or a structure licensed and registered with the California Department of Motor Vehicles, meeting ANSI 119.2 or 119.5 requirements, is towable by a bumper hitch, frame-towing hitch, or fifth-wheel connection and which is a detached self-contained unit which includes basic functional areas that support normal daily routines such as cooking, sleeping, and toiletry; and is designed and built to look like a conventional building structure may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units in this section.

(f) **Fire Sprinklers.** Fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary dwelling(s). The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing single-family or multifamily dwelling.

(g) **Utility Connection.** All accessory dwelling units shall be connected to public utilities or their equivalent, including water, electric, and sewer services.

1. Except as noted in subsection (g)(ii) below, the City may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Government Code Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

2. No separate connection between the accessory dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the accessory dwelling unit is being constructed in connection with a new single-family dwelling

(2) Occupancy and Conveyance Requirements

(a) **Long-Term Rentals Only.** Rental of the accessory dwelling unit created pursuant to this section shall be for a term longer than 30 days.

(b) **Sale and Conveyance.** An accessory dwelling unit may be sold or conveyed separately from the primary residence to a qualified buyer if all the requirements of Government Code Section 66341 are met.

~~(2) May be located on any PD (Planned Development) Zone District lot wherein a Precise Plan allowing for the construction of accessory dwelling units has been approved. In all cases, the Precise Plan shall provide that only one accessory dwelling unit shall be permitted per parcel;~~

~~(3) Is not subject to the density requirements of the General Plan, but shall otherwise be consistent with the General Plan's principles, goals and policies.~~

~~(4) Shall not be allowed on, or adjacent to, real property that is listed in the California Register of Historic Places.~~

~~(5) Shall not be used for rentals with terms of less than 30 days.~~

~~(6) Shall not be sold separate from the primary residence.~~

~~(D) Permit requirements. An application for an accessory dwelling unit that complies with all applicable requirements of this section shall be approved ministerially.~~

(E) ~~(E)~~ DETACHED ACCESSORY DWELLING UNITS

(1) **Location.** Detached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling. Detached accessory dwelling units may be located in an existing accessory structure.

(2) Maximum Number of Detached Accessory Dwelling Units

(a) When accompanied by a proposed or existing single-family dwelling, the maximum number of detached accessory dwelling units shall be one. The detached accessory dwelling unit may be in addition to an existing or proposed attached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.

(b) Multi-family developments may have one detached accessory dwelling unit for each primary dwelling unit provided within an existing or proposed multifamily development, up to a maximum of eight detached accessory dwelling units. Primary dwelling units within an existing multifamily development shall exclude any unit created as a conversion accessory dwelling unit.

(c) Bonus accessory dwelling units may be allowed for lots zoned for single family residential uses pursuant to the requirements of Section 10-3.513(I).

(3) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) When accompanied by an existing or proposed single-family dwelling, the maximum floor area shall be no more than 1,200 square feet.

(c) When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum square feet may exceed 1,200 square feet to an amount equal to the square footage of the existing accessory structure to be converted.

(4) **Minimum Setbacks.** The minimum side, street side, and rear yard setback shall be 4 feet, except when converting or replacing an existing accessory structure that is less than 4 feet from the side, street side, or rear yard.

(5) **Maximum Height.** The maximum height of detached accessory dwelling units shall be as follows:

(a) For one story detached accessory dwelling units, the maximum height shall be 16 feet. Where the detached accessory dwelling unit is located within one-half mile walking distance of a transit stop or a transit corridor or with an existing or proposed multifamily dwelling of more than one story, the maximum height shall be 18 feet.

(b) For two story detached accessory dwelling units, the maximum height shall be 25 feet.

(c) Height Exceptions.

1. An additional two feet in height shall be allowed to accommodate a roof pitch on an accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

2. When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum height may exceed the limits of Section 10-3.513(E)(5) to an amount equal to the height of the existing accessory structure to be converted.

(6) **Parking.** One parking space shall be required for use by the detached accessory dwelling unit in addition to the minimum parking required for the primary single-family or multifamily dwelling(s). The surface of the parking space shall be improved and may be covered or uncovered. No parking shall be required in any of the following circumstances:

(a) The detached accessory dwelling unit is located within one-half mile walking distance of public transit.

(b) The detached accessory dwelling unit is located within an architecturally and historically significant historic district.

(c) The detached accessory dwelling unit is converting an existing accessory structure.

(d) On-street parking permits are required but not offered to the occupant of the detached accessory dwelling unit.

(e) There is a car share vehicle located within one quarter mile of the detached accessory dwelling unit.

(7) **Development Standards.** Detached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot detached accessory dwelling unit.

(F) ATTACHED ACCESSORY DWELLING UNITS

(1) **Location.** Attached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling.

(2) Maximum Number of Attached Accessory Dwelling Units

(a) When accompanied by a proposed or existing single-family dwelling, the maximum number of attached accessory dwelling units shall be one. The attached accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.

(b) Bonus accessory dwelling units may be allowed for lots zoned for single family residential uses pursuant to the requirements of Section 10-3.513(I).

(3) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) The maximum floor area shall be 50% of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.

(4) **Minimum Setbacks.** The minimum side, street side, and rear yard setback shall be 4 feet, except when converting or replacing an existing accessory structure that is less than 4 feet from the side, street side, or rear yard.

(5) **Maximum Height.** The maximum height of attached accessory dwelling units shall be two stories and 25 feet or the maximum height specified by the base zone district, whichever is lower.

(6) **Parking.** No parking shall be required for the attached accessory dwelling unit.

(7) **Development Standards.** Attached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot attached accessory dwelling unit.

(G) CONVERSION ACCESSORY DWELLING UNITS

(1) **Location.** Conversion accessory dwelling units are permitted within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

~~(1)~~ **Maximum Number of Conversion Accessory Dwelling Units.** The maximum number of conversion accessory dwelling units allowed shall be no more than 25% of the number of existing or proposed multifamily units. However, in no case shall less than one conversion accessory dwelling unit be allowed.

(2) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) The maximum floor area shall be 50% of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.

(3) **Minimum Setbacks**. The minimum side, street side, and rear yard setback shall be 4 feet, except when converting or replacing an existing accessory structure that is less than 4 feet from the side, street side, or rear yard.

(4) **Parking**. No additional parking shall be required.

(H) JUNIOR ACCESSORY DWELLING UNITS

(1) **Location.** Junior accessory dwelling units must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single-family use. A junior accessory dwelling unit must be located within the walls of the primary single-family dwelling, including but not limited to, an attached garage.

(2) Maximum Number of Junior Accessory Dwelling Units

(a) When accompanied by a proposed or existing single-family dwelling, the maximum number of junior accessory dwelling units shall be one. The junior accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed attached accessory dwelling unit.

(b) Bonus accessory dwelling units may be allowed for lots zoned for single family residential uses pursuant to the requirements of Section 10-3.513(I).

(3) Floor Area

(a) The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

(b) The maximum floor area shall be 500 square feet.

(4) **Parking.** No parking shall be required for the junior accessory dwelling unit.

(5) **Exterior Access.** Access shall be provided to the junior accessory dwelling unit independent from the primary dwelling.

(6) **Sanitation Facilities.** Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the junior accessory dwelling unit shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the junior accessory dwelling unit.

(7) **Kitchen Features.** An efficiency kitchen shall be provided, including the following minimum features:

(a) A cooktop, refrigerator, and compact sink. A removable hot plate may be considered a cooktop for purposes of this requirement. Appliances shall require no more than a 120-volt electrical connection.

(b) Food preparation counter space of a minimum 24 inches in width and a minimum of one food storage cabinet of a minimum 24 inches in width.

(8) **Occupancy.** Owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(9) **Deed Restriction.** A deed restriction shall be recorded on the property which shall run with the land, and a copy of which shall be provided to the planning department. The deed restriction shall include both of the following:

(a) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family dwelling, including a statement that the deed restriction may be enforced against future purchasers.

(b) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(I) BONUS ACCESSORY DWELLING UNITS

(1) Accessory Dwelling Unit Bonus for Affordable Accessory Dwelling Units.

(a) One additional accessory dwelling unit shall be permitted for every accessory dwelling unit on a lot zoned for single family residential that is set aside as affordable to

very low income and low income households for a period of not less than 10 years, or as affordable to moderate income households for a period of not less than 15 years, guaranteed through a written agreement and a deed of trust securing the agreement, entered into by the applicant and the Director.

1. In no case shall the total number of primary dwelling and accessory dwelling units (including attached, detached, and junior accessory dwelling units) exceed eight on any given lot zoned for single-family residential uses.

2. Very low income shall mean 30 percent to 50 percent of the Area Median Income.

3. Low income shall mean 50 percent to 80 percent of the Area Median Income.

4. Moderate income shall mean 80 percent to 120 percent of the Area Median Income.

(2) Accessory Dwelling Unit Bonus for Accessible Accessory Dwelling Units.

(a) For development utilizing the accessory dwelling unit bonus for affordable accessory dwelling units in accordance with section 10-3.513(I), a maximum of one additional accessible accessory dwelling unit shall be permitted if the development includes:

1. At least two accessory dwelling units are deed restricted in accordance with section 10-3.513(I).

2. The accessible accessory dwelling unit shall comply with the following:

a. Accessibility requirements in Chapter 11A of the California Building Code, including at least one accessible bathroom, one accessible kitchen, and one accessible bedroom; and

b. The accessible accessory dwelling unit shall be located on an accessible route, as defined by the California Building Code.

~~(G)~~(J) APPLICATION AND PROCESSING REQUIREMENTS~~.~~

~~(1) (1) Step one~~ Applications for accessory dwelling units shall be processed in accordance with section 10-3-4.201 et. seq. ~~Application submittal. An application for a Ministerial Review Approval Zoning Administrator Permit to allow for an accessory dwelling unit shall be submitted to the Planning Department concurrent with an application for a building permit. In addition to the standard submittal requirements for a building permit, an application for a Zoning Administrator~~Ministerial Review ~~Permit~~ Approval ~~to allow for an accessory dwelling unit shall include all of the following: (except as noted in subsection (1)(i) below):~~

~~a. (a) Plot~~ plan. ~~A plot plan, drawn to scale, showing the dimensions of the perimeter of the parcel proposed for the accessory dwelling unit; the location and dimensioned setbacks of all existing and proposed structures on the site and structures located within 50 feet of the site; all easements, building envelopes, and special requirements of the subdivision as shown on the Final Map and improvement plans, if any; and average slope calculations for the site.~~

~~b. (b) Floor plan. A floor plan, drawn to scale, showing the dimensions of each room, and the resulting floor area. The use of each room shall be identified, and the size and location of all windows and doors shall be clearly shown.~~

c. (c) Elevations. Architectural elevations of each side of the proposed structure showing all openings, exterior finishes, original and finish grades, stepped footing outline, and roof pitch.

d. (d) Materials and color board. A materials and color board for the existing residence and the proposed second dwelling unit.

e. (e) Cross sections. Building cross sections including structural wall elements, roof, foundation, fireplace and any other sections necessary to illustrate earth-to-wood clearances and floor to ceiling heights.

f. (f) Photographs. Color photographs of the site and adjacent properties, taken from each property line of the site, to show the project site and adjacent sites. Label each photograph and reference to a separate site plan indicating the location and direction of each photograph.

g. (g) Deed restrictions. When required, dDeed restrictions completed, signed and ready for recordation.

h. (h) Fee. A fee corresponding to the fee for a Zoning Administrator PermitMinisterial Review shall be paid at time of submittal.

(i) Applications for accessory dwelling units which do not modify a building's exterior are not required to submit (c), (d), or (f) above.

(2) Step two-Ministerial decision. The Department shall act on the application for Zoning Administrator Permitapproval to allow for an accessory dwelling unit within 120 60 days of submittal of a complete application. The Zoning Administrator Permitapproval shall be issued only if the proposed accessory dwelling unit complies with all applicable standards in this section.

(3) Utility connection fees.

(a) Except as provided in subsection (3)(b), a separate new utility connection and payment of a connection fee or capacity charge pursuant to state law and city fee schedule will be required for any new accessory dwelling unit.

(b) No new or separate utility connection or related connection fee or capacity charge will be required for accessory dwelling units that are internal conversions of existing space within a single family residence or permitted accessory structure constructed as habitable space.

(F) Development standards. A Zoning Administrator Permit to allow for an accessory dwelling unit shall be issued only if the unit complies with the following development standards:

(1) Setbacks.

(a) R (Residential) Zone District. An accessory dwelling unit shall comply with the setback requirements of the applicable residential zoning district for the primary dwelling, except as follows:

1. A new detached single-story accessory dwelling unit shall observe a front setback of 20 feet, a rear setback of five feet, an interior side setback of five feet, and a corner side setback of 15 feet.

2. A new detached two-story accessory dwelling unit shall observe a front setback of 20 feet, a rear setback of 15 feet, an interior side yard setback of five feet for a one-story portion, and ten feet for a two-story portion, and a corner side yard setback of 15 feet.

3. An accessory dwelling unit that is fully contained within the existing space of a single-family residence or within an approved accessory structure and has independent exterior access from the existing residence or structure shall adhere to the setback requirements of the residential zone it is

~~located within.~~

~~4. No portion of an attached or detached accessory dwelling unit shall be closer than ten feet to a primary dwelling on an adjacent lot.~~

~~5. A setback of no less than five feet from the side and rear property lines is required for any accessory dwelling unit. No existing nonconforming structures built within less than five feet of any property line may be converted to an accessory dwelling unit.~~

~~6. A detached accessory dwelling unit shall always be located within 100 feet of the primary dwelling, but never closer to the primary dwelling than permitted by the California Building Code.~~

~~(b) PD (Planned Development) Zone District. An accessory dwelling unit shall comply with the setback requirements as defined within the approved Precise Plan applicable to the primary dwelling.~~

~~*(2) Maximum floor area.*~~

~~*(a) New detached unit. No newly constructed detached accessory dwelling unit may contain floor area in excess of 1,200 square feet.*~~

~~*(b) New attached unit. No newly constructed attached accessory dwelling unit may contain floor area in excess of 50% of the existing residential square footage or 1,200 square feet, whichever is less.*~~

~~*(c) Internal conversion. An accessory dwelling unit created entirely by the internal conversion of an existing single family dwelling shall not occupy more than 45% of the existing floor area of the residence, excluding the garage, nor shall it exceed 1,200 square feet, or a maximum of 1,200 square feet for detached accessory structures.*~~

~~*(3) Height limit. A one-story accessory dwelling unit shall not exceed a maximum height of 16 feet. A two-story accessory dwelling unit shall not exceed a maximum height of 27 feet.*~~

~~*(4) Open space. An accessory dwelling unit shall provide an additional 500 square feet of open space, in addition to the open space requirements of the primary residential dwelling on the parcel.*~~

~~*(5) Architectural compatibility. If visible from a public street, an accessory dwelling unit shall incorporate the same or substantially similar architectural features, building materials and colors as the main dwelling unit and/or compatible dwellings located on adjacent properties.*~~

~~*(6) Privacy. A balcony, window or door of a second story accessory dwelling unit shall be designed to lessen privacy impacts to adjacent properties. Appropriate design techniques may include obscured glazing, window placement above eye level, screening treatments, or locating balconies, windows and doors toward the existing on-site residence.*~~

~~*(7) Existing development. A single-family dwelling must already exist on the lot or shall be constructed on the lot in conjunction with the construction of the accessory dwelling unit.*~~

~~*(8) Number per lot. A maximum of one accessory dwelling unit and one junior accessory dwelling unit shall be permitted on any lot.*~~

~~*(9) Parking. One off-street parking space is required for an accessory dwelling unit, except as set forth below. The off-street parking shall be permitted uncovered, compact, tandem and in setback areas, unless the review authority determines that tandem parking or parking within a setback is not feasible due to specific site or topographical or fire and life safety conditions. No off-street parking shall be required if one or more of the following circumstances exist:*~~

~~*(a) The accessory dwelling unit is 750 square feet or less in area.*~~

~~*(b) The accessory dwelling unit is located within one-half mile of public transit.*~~

~~*(c) The accessory dwelling unit is located within a historic preservation district.*~~

~~*(d) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.*~~

~~*(e) When on-street parking permits are required but not offered to the occupant of an accessory dwelling unit.*~~

~~*(f) When there is a car share vehicle located within one block of the accessory dwelling unit.*~~

~~*(g) To qualify for an exception, the applicant must provide supporting evidence, such as a map illustrating the location of the accessory dwelling unit and its proximity to a public transit stop or car*~~

~~*share vehicle or its location within a historic preservation district, or proof of local parking permit requirements.*~~

~~*(h) If a garage, carport, or covered parking is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking spaces must be provided in any configuration on the lot, including as uncovered, compact, tandem parking and within a setback area.*~~

~~*(10) Deed restrictions. Prior to occupancy of an accessory dwelling unit, the property owner shall file with the County Recorder a deed restriction containing a reference to the deed under which the property was acquired by the owner and stating that:*~~

~~*(a) The accessory dwelling unit shall not be sold separately from the single family residence;*~~

~~*(b) The accessory dwelling unit shall not exceed 1200 square feet and shall comply with the development standards in subsection (E);*~~

~~*(c) The accessory dwelling unit shall be considered legal only so long as either the primary residence or the accessory dwelling unit is occupied by the owner of record of the property. Such owner-occupancy, however, shall not be required if the property owner is a governmental agency, land trust or non-profit housing organization; and*~~

~~*(d) The restrictions shall run with the land and be binding upon any successor in ownership of the property. Lack of compliance shall void the approval of the accessory dwelling unit and may result in legal action against the property owner.*~~

~~*(e) The developer of a subdivision that includes accessory dwelling units shall record the deed restrictions required by this subsection prior to the recordation of the Final Map or Parcel Map. Each lot with an accessory dwelling unit shall remain unoccupied until the property transfers ownership, allowing for compliance with the recorded owner-occupancy restriction.*~~

~~*(G) Junior accessory unit. The following provisions are intended to set standards, in compliance with Cal. Gov't Code § 65852.22, for the development of junior accessory dwelling units so as to increase the supply of smaller and affordable housing while ensuring that such housing remains compatible with the existing neighborhood. It is not the intent of this section to override lawful use restrictions as set forth in Conditions, Covenants and Restrictions.*~~

~~*(1) General requirements. A junior accessory dwelling unit:*~~

~~*(a) May be located on any R (Residential) Zone District lot that allows single-family or multi-family dwellings and that contains only one single-family detached dwelling. Only one junior accessory dwelling unit and one standard accessory dwelling unit shall be permitted per parcel;*~~

~~*(b) May be located on any PD (Planned Development) Zone District lot wherein a Precise Plan allowing for the construction of junior accessory dwelling units has been approved. In all cases, the Precise Plan shall provide that only one junior accessory dwelling unit shall be permitted per parcel;*~~

~~*(c) Is not subject to the density requirements of the General Plan, but shall otherwise be consistent with the General Plan's principles, goals and policies.*~~

~~*(d) Shall not be allowed on, or adjacent to, real property that is listed in the California Register of Historic Places.*~~

~~*(e) Shall not be used for rentals with terms of less than 30 days.*~~

~~*(f) Shall not be sold separate from the primary residence.*~~

~~*(2) Permit requirements. An application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit that complies with all applicable requirements of this section shall be approved ministerially.*~~

~~*(3) Application and processing requirements.*~~

~~*(a) Step one-submittal. The application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit shall be submitted to the Planning Department concurrent with an application for a building permit. In addition to the standard submittal requirements for a building permit, an application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit shall include all of the following:*~~

~~*1. Plot plan. A plot plan, drawn to scale, showing the dimensions of the perimeter of the parcel proposed for the junior accessory dwelling unit; the location and dimensioned setbacks of all*~~

~~existing and proposed structures on the site and structures located within 50 feet of the site; all easements, building envelopes, and special requirements of the subdivision as shown on the Final Map and improvement plans, if any; and average slope calculations for the site.~~

~~2. Floor plan. A floor plan, drawn to scale, showing the dimensions of each room, the area devoted to the junior accessory dwelling unit, and the resulting floor areas of the junior accessory dwelling unit and of the primary residence. The use of each room shall be identified, and the size and location of all windows and doors shall be clearly shown. The plan shall identify whether separate or shared sanitation facilities are proposed.~~

~~3. Deed restrictions. Deed restrictions completed, signed and ready for recordation.~~

~~4. Fee. A fee corresponding to the fee for a Zoning Administrator Permit shall be paid at time of submittal.~~

~~(b) Step two-decision. The Department shall act on an application for a Zoning Administrator Permit to allow for a junior accessory dwelling unit within 120 days of submittal of a complete application. A Zoning Administrator Permit to allow for a junior accessory dwelling unit shall be issued only if the proposed junior accessory dwelling unit complies with all applicable standards in this section.~~

~~(c) Utility connection fees. No new or separate utility connection and no connection fee for water, sewer, or power is required for a junior accessory dwelling unit.~~

~~(4) Development standards. A Zoning Administrator Permit to allow for a junior accessory dwelling unit shall be issued only if the unit complies with the following development standards:~~

~~(a) Maximum floor area. The junior accessory dwelling unit shall not exceed 500 square feet in area.~~

~~(b) Existing development. The junior accessory dwelling unit shall be contained entirely within the existing walls of an existing single-family dwelling and shall utilize one of the existing bedrooms.~~

~~(c) Kitchen. The junior accessory dwelling unit must contain an efficiency kitchen with the minimum criteria:~~

~~—~~

~~1. A sink with a maximum waste line diameter of 1.5 inches.~~

~~2. A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.~~

~~3. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.~~

~~(d) Sanitation. Bathroom facilities may be separate from or shared with the single-family dwelling.~~

~~(e) Entrance. The junior accessory dwelling unit shall include an exterior entrance separate from the main entrance to the single-family dwelling, and an interior entry into the main living area. The junior accessory dwelling unit may include a second interior doorway for sound attenuation.~~

~~(f) Parking. Off-street parking shall not be required for junior accessory dwelling units that meet the development standards.~~

~~(5) Deed restrictions. Prior to occupancy of a junior accessory dwelling unit, the property owner shall file with the County Recorder a deed restriction containing a reference to the deed under which the property was acquired by the owner and stating that:~~

~~(a) The junior accessory dwelling unit shall not be sold separately from the single-family residence;~~

~~(b) The junior accessory dwelling unit shall not exceed 500 square feet and shall comply with the development standards in subsection (F);~~

~~(c) The junior accessory dwelling unit shall be considered legal only so long as either the primary residence or the junior accessory dwelling unit is occupied by the owner of record of the property. Such owner-occupancy, however, shall not be required if the property owner is a governmental agency, land trust or non-profit housing organization; and~~

~~*(d) The restrictions shall run with the land and be binding upon any successor in ownership of the property. Lack of compliance shall void the approval of the junior accessory dwelling unit and may result in legal action against the property owner.*~~

~~*(e) The developer of a subdivision that includes junior accessory dwelling units shall record the deed restrictions required by this subsection prior to the recordation of the Final Map or Parcel Map. Each lot with a junior accessory dwelling unit shall remain unoccupied until the property transfers ownership, allowing for compliance with the recorded owner-occupancy restriction.*~~

~~*(Ord. 607 C.S., passed 12-15-93; Am. Ord. 752 C.S., passed 5-21-03; Am. Ord. 949, C.S., passed 12-6-17)*~~

AFFORDABLE HOUSING DENSITY BONUS

§ 10-3-5.101 PURPOSE.

As required by Cal. Gov't Code § 65915-65918, this subchapter offers density bonuses, and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in § 10-3-5.102 below. This chapter is intended to implement the requirements of Cal. Gov't Code § 65915 et seq., and the Housing Element of the General Plan.

§ 10-3-5.102 APPLICABILITY

The provisions of this chapter shall apply to all housing developments, including mixed-use developments, providing a minimum of 5 residential units. If any provision of this chapter conflicts with State Density Bonus Law, the latter shall govern.

§ 10-3-5.103 ELIGIBILITY FOR BONUS, INCENTIVES, OR CONCESSIONS.

(A) **Eligibility.** Eligibility for density bonus allowances and incentives are determined based on the provision of a minimum number of affordable units within the projects as specified by project type and income level, as specified in Section 10-3-5.104 (Density Bonus Allowances for Housing Developments), Section 10-3-5.105 (Density Bonus Allowances for Target Population Housing), and Section 10-3-5.106 (Density Bonus Allowances for Qualified Land Donations).

(B) **Ineligibility.** An applicant shall be ineligible for density bonus allowances or incentives if the housing development meets any of the following, unless the proposed housing development replaces those units, and also meets either of the criteria specified in Government Code 65915(c)(3)(A):

(1) The housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are located or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low-income or very low-income.

(2) The housing development is subject to any other form of rent or price control through a public entity's valid exercise of its police power.

(3) The housing development is occupied by lower or very low-income households.

~~In order to be eligible for a density bonus and other incentives or concessions as provided by this subchapter, a proposed housing development shall comply with the following requirements and shall satisfy all other applicable provisions of this Zoning Ordinance, except as provided by § 10-3-5.104.~~

~~(A) Resident requirements. A housing development proposed to qualify for a density bonus shall be designed and constructed so that it includes at least any one of the following:~~

~~(1) Ten percent (10%) of the total number of proposed units are for lower income households, as defined in Cal. Health and Safety Code § 50079.5;~~

~~(2) Five percent (5%) of the total number of proposed units are for very low income households, as defined in Cal. Health and Safety Code § 50105;~~

~~(3) The project is a senior citizen housing development as defined in Cal. Civil Code §§ 51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Cal. Civil Code §§ 798.76 or 799.5; or~~

~~(4) Ten percent (10%) of the total dwelling units in a common interest development as defined in Cal. Civil Code § 1351 are for persons and families of moderate income, as defined in Cal. Health and Safety Code § 50093, provided that all units in the development are offered to the public for purchase.~~

~~(B) Applicant selection of basis for bonus. For purposes of calculating the amount of the density bonus in compliance with § 10-3-5.103, below, the applicant who requests a density bonus shall elect whether the bonus shall be awarded on the basis of subsections (A)(1), (2), (3), or (4), above.~~

~~(C) Bonus units shall not qualify a project. A density bonus granted in compliance with § 10-3-5.103, below, shall not be included when determining the number of housing units that is equal to the percentages required by subsection (A), above.~~

~~(D) Minimum project size to qualify for density bonus. The density bonus provided by this subchapter shall be available only to a housing development of five or more dwelling units.~~

~~(E) Condominium conversion projects. A condominium conversion project for which a density bonus is requested shall comply with the eligibility and other requirements specified in Cal. Gov't Code § 65915.5.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.104~~3~~ APPLICATION**

(A) **Application Filing.** When an applicant seeks a density bonus for a housing development that provides at least the minimum number of affordable units required, the affordable housing developer shall comply with all the following:

(1) File an application for a density bonus on a form provided by the City. Such application shall be submitted in conjunction with the project application and shall be processed concurrently with all other applications required for the project.

(2) State in the application the specific minimum affordable housing units, income levels, and/or target populations, as applicable, proposed for the housing development.

(3) If an applicant is requesting an incentive or concession in accordance with Section 10-3-5.107 (Incentives and Concessions), the application shall:

(a) Include a specific written proposal for the requested incentive or concession.

(b) Establish that each requested incentive or concession would result in identifiable, financially sufficient, and actual cost reductions for the qualified housing development.

(4) If the applicant is requesting a waiver or reduction in accordance with Section 10-3-5.108 (Waivers or Reductions of Development Standards), the application shall:

(a) Include a specific written proposal for the requested waiver or reduction.

(b) Demonstrate how the waiver or reduction is necessary for construction of the housing development at the densities or with the concessions or incentives permitted in accordance with this c~~C~~hapter.

(5) If the applicant is requesting a parking standard in accordance with Section 10-3-5.109 (Parking Standard Modifications), the application shall include a specific written statement noting the request.

(B) **Completeness Review.** The City shall review the submitted application for completeness in accordance with Government Code Section 65943. Upon review, the City shall provide the applicant with a determination as to the following matters:

(1) The amount of density bonus for which the applicant is eligible.

(2) Whether the applicant has provided adequate information for the City to make a determination as to the incentives, concessions, or waiver or reduction of development standards, if requested.

(3) The parking ratio for which the applicant is eligible, if requested.

(C) **Meeting with City Upon Request.** An applicant for a density bonus, incentive and concession, waiver or reduction of development standards, or parking standard request pursuant to this c~~C~~hapter may request a meeting with the Community ~~and Economic~~ Development Director, or designee, to review the proposal.

§ 10-3-5.105 DENSITY BONUS ALLOWENCES FOR QUALIFIED HOUSING DEVELOPMENTS

~~ALLOWED DENSITY BONUSES.~~

~~The review authority shall determine the amount of a density bonus allowed in a housing development in compliance with this section. For the purposes of this subchapter, DENSITY BONUS means a density increase over the otherwise maximum allowable residential density under the applicable General Plan Land Use designation and zone as of the date of application by the applicant to the city.~~

~~(A) Density bonus. A housing development that complies with the eligibility requirements specified in § 10-3-5.102(A) above, shall be entitled to density bonuses as follows, unless a lesser percentage is proposed by the applicant.~~

~~(1) Bonus for units for lower income households. A housing development that is eligible for a bonus in compliance with the criteria specified in § 10-3-5.102(A)(1), (10% of units for lower income households) shall be entitled to a density bonus calculated as follows:~~

~~TABLE 103.1 – BONUS FOR LOWER INCOME HOUSEHOLDS~~

~~Percentage of Low-Income Units Proposed~~	~~Percentage of Density Bonus~~
~~Percentage of Low-Income Units Proposed~~	~~Percentage of Density Bonus~~
~~10~~	~~20~~
~~11~~	~~21.5~~
~~12~~	~~23~~
~~13~~	~~24.5~~
~~14~~	~~26~~
~~15~~	~~27.5~~
~~16~~	~~29~~
~~17~~	~~30.5~~
~~18~~	~~32~~
~~19~~	~~33.5~~
~~20~~	~~35~~

(2) Bonus for units for very low-income households. A housing development that is eligible for a bonus in compliance with the criteria specified in § 10-3-5.102(A)(2), 5% of units for very low-income households) shall be entitled to a density bonus calculated as follows:

TABLE 103.2 - BONUS FOR VERY LOW-INCOME HOUSEHOLDS

Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

(3) Bonus for senior citizen development. A housing development that is eligible for a bonus in compliance with the criteria in § 10-3-5.102(A)(3), (senior citizen development or mobile home park) shall be entitled to a density bonus of 20%.

(4) Bonus for moderate income units in common interest development. A housing development that is eligible for a bonus in compliance with the criteria specified in § 10-3-5.102(A)(4), (10% of units in a common interest development for persons and families of moderate income) shall be entitled to a density bonus calculated as follows:

TABLE 103.3 - BONUS FOR MODERATE INCOME HOUSEHOLDS

Percentage of Moderate-Income Units Proposed	Percentage of Density Bonus
Percentage of Moderate-Income Units Proposed	Percentage of Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18

24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35

(5) Density bonus for land donation. When an applicant for a tentative map, parcel map, or other residential development approval donates land to the city in compliance with this subsection, the applicant shall be entitled to a density bonus for the entire development as follows; provided, that nothing in this subsection shall be construed to affect the authority of the city to require a developer to donate land as a condition of development.

(a) Basic bonus. The applicant shall be entitled to a 15% increase above the otherwise maximum allowable residential density under the applicable Land Use Plan designation and zone for the entire development, and an additional increase as follows.

TABLE 103.4 – BASIC BONUSES

Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
Percentage of Very Low-Income Units Proposed	Percentage of Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25

~~21~~
~~22~~
~~23~~
~~24~~
~~25~~
~~26~~
~~27~~
~~28~~
~~29~~
~~30~~

~~26~~
~~27~~
~~28~~
~~29~~
~~30~~
~~31~~
~~32~~
~~33~~
~~34~~
~~35~~

~~(b) Increased bonus. The increase identified in Table 103.4 above shall be in addition to any increase in density required by subsections (A)(1) through (A)(4), up to a maximum combined mandated density increase of 35% if an applicant seeks both the increase required in compliance with this subsection (A)(5), as well as the bonuses provided by subsections (A)(1) through (A)(4).~~

~~(c) Eligibility for increased bonus. An applicant shall be eligible for the increased density bonus provided by this subsection if all of the following conditions are met:~~

~~1. The applicant donates and transfers the land no later than the date of approval of the final map, parcel map, or residential development application.~~

~~2. The developable acreage and zoning classification of the land being transferred are sufficient to allow construction of units affordable to very low income households in an amount not less than 10% of the number of residential units of the proposed development.~~

~~3. The transferred land is at least one acre in size, or of sufficient size to allow development of at least 40 units; has the appropriate Land Use Plan designation; is appropriately zoned for development as affordable housing; and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.~~

~~4. No later than the date of approval of the final map, parcel map, or of the residential development, the transferred land shall have all of the permits and approvals, other than Building Permits, necessary for the development of the very low income housing units on the transferred land, except that the city may subject the proposed development to subsequent design review to the extent authorized by Cal. Gov't Code § 65583.2(i) if the design is not reviewed by the city before the time of transfer.~~

~~5. The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with § 10-3-5.107, which shall be recorded on the property at the time of dedication.~~

~~6. The land is transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to the approved housing developer.~~

~~7. The transferred land shall be within the boundary of the proposed development or, if the city agrees, within one-quarter mile of the boundary of the proposed development.~~

~~(B) Greater or lesser bonuses. The city may choose to grant a density bonus greater than provided by this section for a development that meets the requirements of this section, or grant a proportionately lower density bonus than required by this section for a development that does not fully comply with the requirements of this section.~~

~~(C) Density bonus calculations. The calculation of a density bonus in compliance with this section that results in fractional units shall be rounded up to the next whole number, as required by state law. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels.~~

~~(D) Requirements for amendments or discretionary approval. The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.~~

~~(E) Location of bonus units. The developer may locate density bonus units in the housing project in areas other than where the units for the lower income households are located.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

(A) ~~10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS.~~ **Density Bonus Allowance.** Density bonus allowances are determined based on the percent and type of affordable housing units provided within a housing development, as identified in Table 10-3-5.1054-1: Density Bonus Allowance by Affordability. The applicant may also elect to accept a lesser percentage of density bonus.

(B) Calculations.

(1) For the purpose of calculating a density bonus, residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels.

(2) All density calculations resulting in fractional units shall be rounded up to the next whole number.

Table 10-3-5.105-1: Density Bonus Allowance by Affordability

Affordability Level of Units Provided[1]	Percentage of Affordable Units Provided		Density Bonus Allowance[4]		Incremental Increase in Density Bonus Allowance[7]
	Minimum[2]	Maximum[3]	Minimum Density Bonus[5]	Maximum Density Bonus[6]	
Very Low Income	5%	15%	20%	50%	2.50%
Low Income	10%	24%	20%	50%	1.50%

Moderate Income, For-Sale	10%	44%	5%	50%	1%

[1] Income category of affordable housing units provided within the housing development.
[2] Minimum percentage of affordable housing units required within the housing development to qualify for a density bonus.
[3] Maximum percentage of affordable housing units required within the housing development to qualify for the maximum density bonus.
[4] Density bonus allowances are determined based on the percentage and income category of the affordable units provided. Density bonuses are percent increases beyond the maximum residential density allowed.
[5] Minimum density bonus allowance to be provided. The minimum density bonus is provided only once the minimum percentage of affordable housing units is provided within the related income category.
[6] Maximum density bonus allowance to be required. The maximum density bonus is provided only once the maximum percentage of affordable housing units is provided within the related income category.
[7] For every 1 percent increase in the affordable housing units provided within the housing development beyond the minimum percentage of affordable units specified within the applicable income category, the minimum density bonus allowance shall increase by the stated increment to the maximum density bonus allowed.

(C) **Additional Density Bonus Allowance for 100 Percent Affordable Housing.** Notwithstanding the maximum density bonus allowance specified in Table 10-3-5.105-1: Density Bonus Allowance by Affordability, housing developments providing 100 percent affordable housing units at either the very low-income, low-income, or moderate-income category, or any combination thereof, shall be eligible for a density bonus of 80 percent.

(D) Additional Density Bonus Allowance for Provision of Childcare Facilities.

(1) **Eligibility.** Housing developments providing a childcare facility located on the premises, as a part of, or adjacent to the housing development and meeting, or are conditioned to meet, both of the following requirements shall be eligible for an additional density bonus allowance as specified in Section 10-3-5.105(D)(3), Childcare Facility Density Bonus Allowance.

(a) The childcare facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the affordable units are required to remain affordable pursuant to Government Code Section 65915(c).

(b) Of the children who attend the childcare facility, the children of very low-income households, low-income households, or moderate-income households shall constitute a percentage that is equal to or greater than the percentage of dwelling units that are required under the respective minimum affordable housing component income category for which the density bonus is sought.

(2) **Adequate Facilities.** The City is authorized to not provide a density bonus as provided in this section upon substantial evidence that the community has adequate childcare facilities.

(3) **Childcare Facility Density Bonus Allowance.** A density bonus allowance shall be granted in the amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility. This density bonus allowance is in addition to the density bonus allowance provided under Section 10-3-5.1054(A), Density Bonus Allowance.

(E) Additional Density Bonus Allowance for Mixed-Income Housing.

(1) **Eligibility.** Housing developments providing the following percent and type of affordable housing units are eligible for an additional density bonus allowance as specified in Section 10-3-5.1054(E)(2), Mixed-Income Density Bonus Allowance.

(a) Housing developments providing at least 15 percent affordable housing units at the very low-income category and providing additional affordable units at the income category and percentages specified in Table 10-3-5.1054-2: Mixed-Income Density Bonus Allowance by Affordability.

(b) Housing developments providing at least 24 percent affordable housing units at the low-income category and providing additional affordable units at the income category and percentages specified in Table 10-3-5.1054-2: Mixed-Income Density Bonus Allowance by Affordability.

(c) Housing developments providing at least 44 percent affordable housing units at the moderate-income category and providing additional affordable units at the income category and percentages specified in Table 10-3-5.1045-2: Mixed-Income Density Bonus Allowance by Affordability.

(2) **Additional Mixed-Income Density Bonus Allowance.** Additional density bonus allowances are determined based on the percent and type of additional affordable housing units provided within a housing development, as identified in Table 10-3-5.1054-2: Mixed-Income Density Bonus Allowance by Affordability.

(3) **Maximum on Affordable Units.** No more than 50 percent of the resulting housing development, inclusive of the units awarded through a density bonus, shall be income restricted to the very low-income, low-income, or moderate-income category.

Table 10-3-5.105-2: Mixed-Income Density Bonus Allowance by Affordability

Affordability Level of Additional Units Provided[1]	Percentage of Additional Affordable Units Provided		Density Bonus Allowance[4]		Incremental Increase in Density Bonus Allowance[7]
	Minimum[2]	Maximum[3]	Minimum Density Bonus[5]	Maximum Density Bonus[6]	
Very Low Income	5%	10%	20%	38.75%	3.75%
Moderate Income, For-Sale or For-Rent	5%	15%	20%	50%	2.5%

[1] Income category of affordable housing units provided within the housing development in addition to the percent of affordable housing units provided to qualify for a density bonus allowance in accordance with Section 10-3-5.105(A) (Density Bonus Allowance) ("additional affordable units").

[2] Minimum percentage of additional affordable housing units required within the housing development to qualify for the mixed-income density bonus.

[3] Maximum percentage of additional affordable housing units required within the housing development to qualify for the maximum mixed-income density bonus.

[4] Density bonus allowances are determined based on the percentage and income category of the additional affordable units provided. Density bonuses are percent increases beyond the number of housing units excluding any density bonus awarded by this Chapter.

[5] Minimum density bonus allowance to be provided. The minimum density bonus is provided only once the minimum percentage of additional affordable housing units is provided within the related income category.

[6] Maximum density bonus allowance to be required. The maximum density bonus is provided only once the maximum percentage of additional affordable housing units is provided within the related income category.

[7] For every 1 percent increase in the additional affordable housing units provided within the housing development beyond the minimum percentage of additional affordable units specified within the applicable income category, the minimum density bonus allowance shall increase by the stated increment to the maximum density bonus allowed.

~~(A) Applicant request and city approval.~~

~~(1) An applicant for a density bonus in compliance with this subchapter may submit to the city a proposal for the specific incentives or concessions listed in subsection (C), below, that the applicant requests in compliance with this section, and may request a meeting with the Director. The applicant may file a request either before filing an application for city approval of a proposed project or concurrently with an application for project approval. The review authority shall grant an incentive or concession request that complies with this section unless the review authority makes either of the following findings in writing, based upon substantial evidence:~~

~~(a) The incentive or concession is not required to provide for affordable housing costs, as defined in Cal. Health and Safety Code § 50052.5, or for rents for the targeted units to be set as specified in § 10-3-5.107(B); or~~

~~(b) The incentive or concession would have a specific adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.~~

~~(2) The applicant shall show that a waiver or modification of development standards is necessary to make the housing units economically feasible.~~

~~(B) Number of incentives. The applicant shall receive the following number of incentives or concessions.~~

~~(1) One incentive or concession. One incentive or concession for a project that includes at least 10% of the total units for lower income households, at least 5% for very low income households, or at least 10% for persons and families of moderate income in a common interest development.~~

~~(2) Two incentives or concessions. Two incentives or concessions for a project that includes at least 20% of the total units for lower income households, at least 10% for very low income households, or at least 20% for persons and families of moderate income in a common interest development.~~

~~(3) Three incentives or concessions. Three incentives or concessions for a project that includes at least 30% of the total units for lower income households, at least 15% for very low income households, or at least 30% for persons and families of moderate income in a common interest development.~~

~~(C) Type of incentives. For the purposes of this chapter, concession or incentive means any of the following:~~

~~(1) A reduction in the site development standards of this Zoning Ordinance (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements) (see also § 10-3-5.105), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Cal. Health and Safety Code § 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions;~~

~~(2) Approval of mixed-use land uses not otherwise allowed by this Zoning Ordinance in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;~~

~~(3) Other regulatory incentives proposed by the applicant or the city that will result in identifiable,~~

financially sufficient, and actual cost reductions; and/or

(4) In its sole and absolute discretion, a direct financial contribution granted by the review authority, including writing-down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

(D) Effect of incentive or concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

(Ord. 920 C.S., passed 5-20-15)

10-3-5.1056 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING

Senior Housing. Senior citizen housing developments or mobile home parks that limit residency based on age requirements for housing for older persons pursuant to Civil Code Section 798.76 or 799.5, are eligible for a 20 percent density bonus allowance. The density bonus shall be calculated based on the number of senior housing units provided.

Transitional Foster Youth, Disabled Veterans, or Homeless Persons. Housing developments providing a minimum of 10 percent of units for individuals qualifying as transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), are eligible for a 20 percent density bonus allowance beyond the maximum density allowed. Housing units provided for transitional foster youth, disabled veterans, and homeless persons shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low-income units.

Student Housing. Housing developments providing a minimum of 20 percent of units for lower income students as defined by Government Code Section 65915(b)(1)(F)(I) and meeting all the following criteria shall be eligible for a 35 percent density bonus allowance. The density bonus shall be calculated based on the number of student housing units provided.

The rent provided in the lower income student housing units equals 30 percent of 65 percent of the area median income for a single-room occupancy unit type.

The housing development gives priority to lower income students experiencing homelessness.

For purposes of calculating a density bonus pursuant to this Section, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

(A) Applicability. This section applies to a development that meets the requirements of § 10-3-5.102, above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this section in compliance with § 10-3-5.104, above.

(B) Number of parking spaces required.

(1) At the request of the applicant, the city shall require the following vehicular parking ratios for a project that complies with the requirements of § 10-3-5.102, above, inclusive of handicapped and guest parking.

(a) Zero to one bedroom: One on-site parking space.

(b) Two to three bedrooms: Two on-site parking spaces.

(c) Four and more bedrooms: Two and one half on-site parking spaces.

(2) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.

(C) Location of parking. For purposes of this section, a development may provide on-site parking through uncovered parking, but not through on-street parking.

(Ord. 920 C.S., passed 5-20-15)

10-3-5.106 DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS

10-3-5.104 ALLOWED INCENTIVES OR CONCESSIONS. (A) Applicant request and city approval.

(1) An applicant for a density bonus in compliance with this subchapter may submit to the city a proposal for the specific incentives or concessions listed in subsection (C), below, that the applicant requests in compliance with this section, and may request a meeting with the Director. The applicant may file a request either before filing an application for city approval of a proposed project or concurrently with an application for project approval. The review authority shall grant an incentive or concession request that complies with this section unless the review authority makes either of the following findings in writing, based upon substantial evidence:

(a) The incentive or concession is not required to provide for affordable housing costs, as defined in Cal. Health and Safety Code § 50052.5, or for rents for the targeted units to be set as specified in § 10-3-5.107(B); or

(b) The incentive or concession would have a specific adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon public health and safety or the physical environment, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

(2) The applicant shall show that a waiver or modification of development standards is necessary to make the housing units economically feasible.

(B) Number of incentives. The applicant shall receive the following number of incentives or concessions.

(1) One incentive or concession. One incentive or concession for a project that includes at least 10% of the total units for lower income households, at least 5% for very low income households, or at least 10% for persons and families of moderate income in a common interest development.

(2) Two incentives or concessions. Two incentives or concessions for a project that includes at least 20% of the total units for lower income households, at least 10% for very low income households, or at least 20% for persons and families of moderate income in a common interest development.

(3) Three incentives or concessions. Three incentives or concessions for a project that includes at least 30% of the total units for lower income households, at least 15% for very low income households, or at least 30% for persons and families of moderate income in a common interest development.

(C) Type of incentives. For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in the site development standards of this Zoning Ordinance (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements) (see also § 10-3-5.105), or a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Cal. Health and Safety Code § 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions;

(2) Approval of mixed-use land uses not otherwise allowed by this Zoning Ordinance in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;

(3) Other regulatory incentives proposed by the applicant or the city that will result in identifiable, financially sufficient, and actual cost reductions; and/or

(4) In its sole and absolute discretion, a direct financial contribution granted by the review authority, including writing-down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

(D) Effect of incentive or concession. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

(Ord. 920 C.S., passed 5-20-15)

§ 10-3-5.105~~5~~6 DENSITY BONUS ALLOWANCES FOR TARGET POPULATION HOUSING~~PARKING REQUIREMENTS IN DENSITY BONUS PROJECTS.~~

(A) Senior Housing. Senior citizen housing developments or mobile home parks that limit residency based on age requirements for housing for older persons pursuant to Civil Code Section 798.76 or 799.5, are eligible for a 20 percent density bonus allowance. The density bonus shall be calculated based on the number of senior housing units provided.

(B) Transitional Foster Youth, Disabled Veterans, or Homeless Persons. Housing developments providing a minimum of 10 percent of units for individuals qualifying as transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.), are eligible for a 20 percent density bonus allowance beyond the maximum density allowed. Housing units provided for transitional foster youth, disabled veterans, and homeless persons shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low-income units.

(C) Student Housing. Housing developments providing a minimum of 20 percent of units for lower income students as defined by Government Code Section 65915(b)(1)(F)(I) and meeting all the following criteria shall be eligible for a 35 percent density bonus allowance. The density bonus shall be calculated based on the number of student housing units provided.

(1) The rent provided in the lower income student housing units equals 30 percent of 65 percent of the area median income for a single-room occupancy unit type.

(2) The housing development gives priority to lower income students experiencing homelessness.

(3) For purposes of calculating a density bonus pursuant to this section, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

~~(A) Applicability. This section applies to a development that meets the requirements of § 10-3-5.102, above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this section in compliance with § 10-3-5.104, above.~~

~~(B) Number of parking spaces required.~~

~~(1) At the request of the applicant, the city shall require the following vehicular parking ratios for a project that complies with the requirements of § 10-3-5.102, above, inclusive of handicapped and guest parking.~~

~~(a) Zero to one bedroom: One on-site parking space.~~

~~(b) Two to three bedrooms: Two on-site parking spaces.~~

~~(c) Four and more bedrooms: Two and one half on-site parking spaces.~~

~~(2) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.~~

~~(C) Location of parking. For purposes of this section, a development may provide on-site parking through uncovered parking, but not through on-street parking.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ 10-3-5.107~~6~~ DENSITY BONUS ALLOWANCES FOR QUALIFIED LAND DONATIONS ~~BONUS AND INCENTIVES FOR DEVELOPMENTS WITH CHILD CARE FACILITIES.~~

(A) Eligibility. For a density bonus for a qualified land donation to be granted, all the following requirements shall be met.

(1) The applicant is applying for a tentative subdivision map, tentative parcel map, or other residential development approval.

(2) The applicant agrees to donate and transfer qualified land, which is land that meets both the following criteria:

(a) The developable acreage and zoning classification of the land being transferred must be sufficient to permit construction of units affordable to very low-income households in an amount equal to not less than 10 percent of the number of residential units of the proposed development.

(b) The transferred land shall be at least 1 acre in size or of sufficient size to permit development of at least 40 units, have the appropriate General Plan land use designation, be appropriately zoned with development standards for development at a minimum density of 20 dwelling units per acre, in accordance with Government Code Section 65583.2(c)(3), and be or will be served by adequate public facilities and infrastructure.

(3) The qualified land shall be transferred to the City or to a housing developer approved by the City no later than the date of approval of the final subdivision map, parcel map, or residential development application. The City may require the applicant to identify and transfer the land to an approved housing developer.

(4) The qualified land has all of the permits and approvals, other than building permits, necessary for the development of the very low-income affordable housing units on the qualified land, not later than the date of approval of the final subdivision map, parcel map, or residential development application filed. However, the City may subject the proposed development to subsequent design review to the extent authorized by Government Code Section 65583.2(i) if the design is not reviewed by the City prior to the time of transfer.

(5) The qualified land and the affordable units are subject to a deed restriction ensuring continued affordability of the units for 55 years, which must be recorded against the qualified land at the time of the transfer.

(6) The qualified land is within the boundary of the proposed development or, if approved by the City, within one-quarter mile of the boundary of the proposed development.

(7) A proposed source of funding for the very low-income affordable housing units shall be identified no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) Qualified Land Donation Density Bonus Allowance. If all requirements of Section 10-3-5.106(A), Eligibility, are met, the applicant shall be entitled to a density bonus allowance, as specified in Table 10-3-5.106--1: Qualified Land Donation Density Bonus Allowance.

Table 10-3-5.106--1: Qualified Land Donation Density Bonus Allowance

Percent of Units for Very Low-Income	Density Bonus Allowance
10%	15%
11%	16%
12%	17%
13%	18%
14%	19%

Percent of Units for Very Low-Income	Density Bonus Allowance
15%	20%
16%	21%
17%	22%
18%	23%
19%	24%
20%	25%
21%	26%
22%	27%
23%	28%
24%	29%
25%	30%
26%	31%
27%	32%
28%	33%
29%	34%
30% - 100%	35%

~~(A) Housing developments. A housing development that complies with the resident and project size requirements of § 10-3-5.102(A) and (B), above, and also includes as part of that development a child care facility other than a large or small family day care home, that will be located on the site of, as part of, or adjacent to the development, shall be subject to the following additional bonus, incentives, and requirements.~~

~~(1) Additional bonus and incentives. The city shall grant a housing development that includes a child care facility in compliance with this section either of the following:~~

~~(a) An additional density bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or~~

~~(b) An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.~~

~~(2) Requirements to qualify for additional bonus and incentives.~~

~~(a) The city shall require, as a condition of approving the housing development, that:~~

~~1. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable in compliance with § 10-3-5.107, below; and~~

~~2. Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income in compliance with § 10-3-5.102(A), above.~~

~~(b) The city shall not be required to provide a density bonus for a child care facility in compliance with this section if it finds, based upon substantial evidence, that the community has adequate child care facilities.~~

~~(B) Commercial and industrial developments. A developer of a commercial or industrial development project, containing at least 50,000 square feet of floor area, may be granted a density bonus when that developer agrees to set aside at least 2,000 square feet of interior floor area and 3,000 outdoor square footage to be used for a child care facility, other than a large or small family day care home, in compliance with Cal. Gov't Code § 65917.5.~~

~~(1) Allowable density bonuses. The allowable density bonus may be one of the following:~~

~~(a) A maximum of five square feet of floor area for each one square foot of floor area contained in the child care facility located in an existing child care facility; or~~

~~(b) A maximum of ten square feet of floor area for each one square foot of floor area contained in the~~

~~child care facility located in a new child care facility.~~

~~(2) Requirements. Requirements to qualify for the additional density bonus shall include all of the following:~~

~~(a) For purposes of calculating the allowable density bonus under this subsection, both the total area contained within the exterior walls of the child care facility and all outdoor areas devoted to the use of the facility in compliance with applicable state child care licensing requirements shall be considered.~~

~~(b) The child care facility shall be of a sufficient size to comply with all applicable state licensing requirements in order to accommodate at least 40 children.~~

~~(c) This facility may be located either on the project site or may be located off-site as agreed upon by the developer and the city.~~

~~(d) If the child care facility is not located on the site of the development project, the city shall determine whether the location of the child care facility is appropriate and whether it complies with the purpose and intent of this section.~~

~~(e) The granting of a density bonus shall not preclude the city from imposing necessary conditions on the development project or on the additional square footage in compliance with Cal. Gov't Code § 65917.5.~~ ~~(Ord. 920 C.S., passed 5-20-15)~~

10-3-5.108~~7~~ INCENTIVES AND CONCESSIONS~~CONTINUED AVAILABILITY.~~

(A) Qualifications for Incentives and Concessions. An applicant for a density bonus pursuant to this chapter may request incentives or concessions in association with the housing development or land donation qualifying for such density bonus.

(B) Number of Incentives or Concessions. The following number of incentives or concessions may be granted, based on the number and income level of affordable housing units of the housing development.

(1) One incentive for qualified housing development projects that include at least 5 percent of the total units for very low-income households, at least 10 percent for low-income households, or at least 10 percent for persons and families of moderate-income households in a common interest development.

(2) Two incentives for qualified housing development projects that include at least 10 percent of the total units for very low-income households, at least 17 percent for low-income households, or at least 20 percent for persons and families of moderate-income households in a common interest development.

(3) Three incentives for qualified housing development projects that include at least 15 percent of the total units for very low-income households, at least 24 percent for low-income households, or at least 30 percent for persons and families of moderate-income households in a common interest development.

(4) Four incentives for qualified housing developments that include 100 percent of total units, exclusive of a manager's unit or units, for lower income households, except that up to 20 percent of the total units in the development may be for moderate-income households.

(5) Additional incentives or concessions. Projects meeting either of the following criteria shall receive incentives and concessions in addition to the number specified above.

(a) If the project is within 1/2 mile of a major transit stop, the project shall also receive a height increase of up to three additional stories, or 33 feet.

(b) A qualified housing development proposal that includes a childcare facility shall be granted an additional incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.

(C) Types of Incentives or Concessions. Incentive or concession means any of the following:

(1) A reduction in site development standards or a modification of development code requirements or design guidelines that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code that would result in identifiable and actual cost reductions to provide for affordable housing costs.

(2) Approval of mixed-use zoning in conjunction with the qualified housing development if commercial, office, industrial, or other land uses will reduce the cost of the qualified housing development and if the commercial, office, industrial, or other land uses are compatible with the qualified housing development and the existing or planned development in the area where the proposed qualified housing development will be located.

(3) Other regulatory incentives proposed by the affordable housing developer or the City that result in identifiable, financially sufficient, and actual cost reductions to provide for affordable housing costs.

(4) Nothing in this section limits or requires the provision of direct financial incentives by the City for the qualified housing development, including the provision of publicly owned land, or the waiver of fees or dedication requirements.

(D) Criteria for Denial of Incentives and Concessions. Except as otherwise provided in this chapter or by State law, the City shall grant the incentive(s) or concession(s) requested unless a written finding, based upon substantial evidence, is made with respect to any of the following, in which case the City may refuse to grant the incentive(s) or concession(s):

(1) The incentive or concession is not required in order to provide affordable housing costs or affordable rents for the affordable units subject to the qualified housing development application.

(2) The incentive or concession would have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health and safety and, if such a specific, adverse impact exists, there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(3) The incentive or concession would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(4) The incentive or concession would be contrary to State or federal law.

~~The units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the following requirements, as required by Cal. Gov't Code § 65915(c). See also § 10-3-5.110.~~

~~(A) Duration of affordability. The applicant shall agree to, and the city shall ensure, the continued availability of the units that qualified the housing development for a density bonus and other incentives and concessions, as follows.~~

~~(1) Low- and very low-income units. The continued affordability of all low- and very low-income qualifying units shall be maintained for 30 years, or a longer time if required by the construction or mortgage financing assistance program, mortgage insurance program, rental subsidy program, or by city policy or ordinance.~~

~~(2) Moderate income units in common interest development. The continued availability of moderate-income units in a common interest development shall be maintained for a minimum of 10 years, or a~~

~~longer time if required by city policy or ordinance.~~

~~(B) Unit cost requirements. The rents and owner-occupied costs charged for the housing units in the development that qualify the project for a density bonus and other incentives and concessions, shall not exceed the following amounts during the period of continued availability required by this section:~~

~~(1) Lower income units. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Cal. Health and Safety Code § 50053; and~~

~~(2) Owner-occupied units. Owner-occupied units shall be available at an affordable housing cost as defined in Cal. Health and Safety Code § 50052.5.~~

~~(C) Occupancy and resale of moderate-income common interest development units. An applicant shall agree to, and the city shall ensure that the initial occupant of moderate income units that are directly related to the receipt of the density bonus in a common interest development as defined in Cal. Civil Code § 1351, are persons and families of moderate income, as defined in Cal. Health and Safety Code § 50093, and that the units are offered at an affordable housing cost, as defined in Cal. Health and Safety Code § 50052.5. The city shall enforce an equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following requirements apply to the equity sharing agreement.~~

~~(1) Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation.~~

~~(2) The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in Cal. Health and Safety Code § 33334.2(e) that promote home ownership. For the purposes of this section:~~

~~(a) The city's initial subsidy shall be equal to the fair market value of the home at the time of initial sale, minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value; and~~

~~(b) The city's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.108~~9~~ WAIVERS OR REDUCTIONS OF DEVELOPMENT STANDARDS ~~LOCATION AND TYPE OF DESIGNATED UNITS.~~**

(A) Qualifications for Waivers or Reductions. An applicant for a density bonus pursuant to this chapter may request a waiver or reduction in development standards in association with the housing development or land donation qualifying for such density bonus.

(B) Effect of Proposal for Waiver or Reduction of Development Standards. A proposal for the waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled to pursuant to Section 10-3-5.107 (Incentives or Concessions).

(C) Findings for Approval of Waiver or Reduction of Development Standards. All of the following findings shall be made to approve the requested waiver or reduction of development standard.

(1) The development standard for which a waiver or reduction is requested will have the effect of physically precluding the construction of the proposed qualified housing development at the densities or with the incentives permitted under this chapter.

(2) The requested waiver or reduction of a development standard will not have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health and safety or, if such a specific, adverse impact exists, there is a feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(3) The requested waiver or reduction of a development standard will not have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(4) The requested waiver or reduction of a development standard is not contrary to State or federal law.

~~(A) Location/dispersal of units. Designated units shall be reasonably dispersed throughout the project where feasible, shall contain on average the same number of bedrooms as the non-designated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finish quality.~~

~~(B) Phasing. If a project is to be phased, the density bonus units shall be phased in the same proportion as the non-density bonus units, or phased in another sequence acceptable to the city.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ **10-3-5.11**10~~09~~ **PARKING STANDARD MODIFICATIONS** ~~**DENSITY BONUS AGREEMENT.**~~

(A) Maximum Parking Standard Upon Request. In addition to any incentives or concessions pursuant to Section 10-3-5.107 (Incentives and Concessions) or any waivers or reductions pursuant to Section 10-3-5.108 (Waivers or Reductions), an applicant for a density bonus pursuant to this c~~C~~hapter may request the following maximum parking rates, inclusive of handicap and guest parking, for a qualified housing development or land donation:

(1) Zero to one bedroom: 1 on-site parking space

(2) Two to three bedrooms: 1.5 on-site parking spaces

(3) Four and more bedrooms: 2.5 on-site parking spaces

(B) Exceptions. The maximum parking standards shall be as follows for projects meeting the specified criteria. Such parking standards shall apply, inclusive of handicap and guest parking, to the entire housing development, unless a citywide parking study has been prepared in accordance with Government Code Section 65915(p)(7).

(1) A maximum of 0.5 parking spaces per unit shall apply for projects meeting all the following criteria:

(a) The development includes at least 20 percent low-income units or at least 11 percent very low-income units.

(b) The development is located within 0.5 miles of a major transit stop, as defined in subdivision (b) of Section 21155 of the California Public Resources Code.

(c) There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.

(2) A maximum of 0.5 spaces per bedroom shall apply for projects meeting all the following criteria:

(a) The development includes at least 40 percent moderate-income for-sale units.

(b) The development is located within 0.5 miles of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code.

(c) There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.

(3) No vehicular parking requirement shall be imposed on any projects providing 100 percent affordable units and meeting all applicable criteria as specified in Government Code Section 65915(p)(3).

(C) If the total number of parking spaces required for the qualified housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this Section, "on-site parking" may be provided through tandem parking or uncovered parking, but not through on-street parking.

(D) Except as otherwise provided in this Section, all other provisions of this Title, including the standards of Chapter 10-3.12 (Off-Street Parking Regulations) applicable to residential development, shall apply.

~~(A) Agreement required. An applicant requesting a density bonus shall agree to enter into a density bonus agreement (referred to as the "agreement") with the city in the city's standard form of agreement. The applicant shall prepare the draft agreement for submission to the city for review.~~

~~(B) Agreement provisions.~~

~~(1) Project information. The agreement shall include at least the following information about the project:~~

~~(a) The total number of units approved for the housing development, including the number of designated dwelling units;~~

~~(b) A description of the household income group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with the California Department of Housing and Urban Development (HUD) Guidelines;~~

~~(c) The marketing plan for the affordable units;~~

~~(d) The location, unit sizes (square feet), and number of bedrooms of the designated dwelling units;~~

~~(e) Tenure of the use restrictions for designated dwelling units of the time periods required by § 10-3-5.107;~~

~~(f) A schedule for completion and occupancy of the designated dwelling units;~~

~~(g) A description of the additional incentives and concessions being provided by the city;~~

~~(h) A description of the remedies for breach of the agreement by the owners, developers, and/or successors-in-interest of the project; and~~

~~(i) Other provisions to ensure successful implementation and compliance with this chapter.~~

~~(2) Minimum requirements. The agreement shall provide, at minimum, that:~~

~~(a) The developer shall give the city the continuing right-of-first-refusal to lease or purchase any or all of the designated dwelling units at the appraised value;~~

~~(b) The deeds to the designated dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for designated units without the written approval of the city;~~

~~(c) When providing the written approval, the city shall confirm that the price (rent or sale) of the designated dwelling unit is consistent with the limits established for low and very low-income households, as published by HUD;~~

~~(d) The city shall have the authority to enter into other agreements with the developer, or purchasers of the designated dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households;~~

~~(e) Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, specific performance, or withdrawal of the Certificate of Occupancy;~~

~~(f) In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the city's costs of action including legal services; and~~

~~(g) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.~~

~~(3) For-sale housing conditions. In the case of a for-sale housing development, the agreement shall provide for the following conditions governing the initial sale and use of designated dwelling units during the applicable restriction period:~~

~~(a) Designated dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing; and~~

~~(b) The initial purchaser of each designated dwelling unit shall execute an instrument or agreement approved by the city which:~~

~~1. Restricts the sale of the unit in compliance with this chapter, or other applicable city policy or ordinance, during the applicable use restriction period;~~

~~2. Contains provisions as the city may require to ensure continued compliance with this chapter and state law; and~~

~~3. Shall be recorded against the parcel containing the designated dwelling unit.~~

~~(4) Rental housing conditions. In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of designated dwelling units during the applicable restriction period:~~

~~(a) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated dwelling units for qualified tenants;~~

~~(b) Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this chapter;~~

~~(c) Provisions requiring owners to submit an annual report to the city, which includes the name, address, and income of each person occupying the designated dwelling units, and which identifies the bedroom size and monthly rent or cost of each unit; and~~

~~(d) The applicable use restriction period shall comply with the time limits for continued availability in § 10-3-5.107, above.~~

~~(C) Execution of agreement.~~

~~(1) Following approval of the agreement, and execution of the agreement by all parties, the city shall record the completed agreement on the parcels designated for the construction of designated dwelling units, at the County Recorder's Office.~~

~~(2) The approval and recordation shall take place at the same time as the final map or, where a map is not being processed, before issuance of Building Permits for the designated dwelling units.~~

~~(3) The agreement shall be binding on all future owners, developers, and/or successors-in-interest.~~

~~(Ord. 920 C.S., passed 5-20-15)~~

§ 10-3-5.111~~0~~ AFFORDABLE HOUSING AGREEMENT ~~CONTROL OF RESALE.~~

No density bonus pursuant to this chapter shall be granted unless and until the applicant and the City enters into an affordable housing agreement and, if applicable, an equity sharing agreement, in compliance with Government Code Section 65915(c)(1) or (2), as applicable. The affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the qualified housing development does not include a map, prior to issuance of a building permit for any structure on the site.

~~In order to maintain the availability of for-sale affordable housing units constructed in compliance with this chapter, the following resale conditions shall apply.~~

~~(A) Limits on resale price. The price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the local consumer price index, an amount consistent with the increase in the median income since the date of purchase, or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the city of~~

their intent to sell. The notice shall be provided by certified mail to the Community Development Director, or his or her designee.

(B) Units to be offered to the city. Home ownership affordable units constructed, offered for sale, or sold under the requirements of this section shall be offered to the city or its assignee for a period of at least 90 days from the date of the notice of intent to sell is delivered to the city by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households as determined to be eligible for affordable units by the city in compliance with this section. The seller shall not levy or charge any additional fees nor shall any "finder's fee" or other monetary consideration be allowed other than customary real estate commissions and closing costs.

(C) Declaration of restrictions. The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions provided by the city, stating the restrictions imposed in compliance with this section. The grant deed shall afford the grantor and the city the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions, and prohibitions required by this section.

(D) City to monitor resale of units. The city shall monitor the resale of ownership affordable units. The city or its designee shall have a 90-day option to commence purchase of ownership affordable units after the owner gives notification of intent to sell. Any abuse in the resale provisions shall be referred to the city for appropriate action.

(Ord. 920 C.S., passed 5-20-15)

§ 10-3-5.111 JUDICIAL RELIEF, WAIVER OF STANDARDS.

(A) Judicial relief. As provided by Cal. Gov't Code § 65915(d)(3), the applicant may initiate judicial proceedings if the city refuses to grant a requested density bonus, incentive, or concession.

(B) Waiver of standards preventing the use of bonuses, incentives, or concessions.

(1) As required by Cal. Gov't Code § 65915(e), the city shall not apply a development standard that will have the effect of precluding the construction of a development meeting the criteria of § 10-3-5.102(A), above, at the densities or with the concessions or incentives allowed by this chapter.

(2) An applicant may submit to the city a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum parcel size, side setbacks, and placement of public works improvements.

(3) The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.

(C) City exemption. Notwithstanding the provisions of subsections (A) and (B), above, nothing in this section shall be interpreted to require the city to:

(1) Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have a specific, adverse impact, as defined in Cal. Gov't Code § 65589.5(d)(2), upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact; or

(2) Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(Ord. 920 C.S., passed 5-20-15)

REASONABLE ACCOMMODATION

§ 10-3-5.201 PURPOSE.

It is the policy of the City, pursuant to the Federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereafter "fair housing laws"), to provide individuals with disabilities reasonable accommodation in rules, policies, practices, and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This chapter establishes a procedure for making requests for reasonable accommodation in land use, zoning, and building regulations, policies, practices, and procedures of the City to comply fully with the intent and purpose of fair housing laws.

~~This purpose of this chapter is to provide a procedure for individuals with disabilities to request reasonable accommodation in seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (hereafter "Acts") in the application of zoning laws and other land use regulations, policies, and procedures.~~

§ 10-3-5.202 APPLICABILITY.

(A) A request for reasonable accommodation may be made by any person with a disability or their representative, when the application of a requirement of this zoning code or other city requirement, policy, or practice acts as a barrier to fair housing opportunities. For the purposes of this chapter, a "person with a disability" is any person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the ~~Acts~~fair housing laws.

(B) A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

(C) A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.

(D) A reasonable accommodation may be granted in compliance with this chapter without the need for the approval of a variance.

§ 10-3-5.203 PROCEDURE.

(A) A request for reasonable accommodation shall be submitted ~~on an application form provided by~~to the Community Development Department or in the form of a letter to the Director of Community Development Department, and shall contain the following information:

(1) The applicant's name, address, and telephone number;

(2) Address of the property for which the request is being made;

(3) The current use of the property;

(4) The basis for the claim that the individual is considered disabled under the Acts, including verification of such claim;

(5) The zoning code provision, regulation, or policy from which reasonable accommodation is being requested; and

(6) Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

(B) If the project for which the request for reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, etc.), then the applicant shall file the information required by subsection (A) of this section for concurrent review with the application for discretionary approval.

(C) A request for reasonable accommodation shall be reviewed by the Director of Community Development Department or his or her designee, if no approval is sought other than the request for reasonable accommodation. The Community Development Director or his or her designee shall make a determination on the application for Reasonable Accommodation within 30 days from receipt of the application. Should additional information, consistent with fair housing laws, be requested from the applicant, the 30-day time period for making a determination on the application shall be suspended until the additional information is provided. If the Community Development Director fails to make a determination within the effective 30 days, the application shall be deemed approved. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.~~written determination within 45 days of the application being deemed complete and either grant, grant with modifications, or deny a request for reasonable accommodation.~~

(D) Written notice of decision shall be provided within three business days of the date of decision to the applicant and interested parties who have requested notices in writing. The notice shall include:

1. The application request as acted upon by the Community Development Director.
2. The action taken by the Community Development Director.
3. Findings as listed for the permit.
4. The deadlines, criteria, and fees for filing an appeal.

(E) A request for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the Planning Commission. The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Planning Commission in compliance with the applicable review procedure for the discretionary review.

§ **10-3-5.204 APPROVAL FINDINGS.**

The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

(A) The housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws. ~~Whether the housing in the request will be used by a person with a disability under the Acts;~~

(B) ~~Whether t~~The request for reasonable accommodation is necessary to make specific housing available to a person with a disability protected under the fair housing laws~~under the Acts~~.~~;~~

(C) ~~Whether the requested reasonable accommodation would impose an undue financial, administrative or enforcement burden on the city~~The requested accommodation would not impose an undue financial or administrative burden on the City, as "undue financial or administrative burden" is defined in fair housing laws.~~;~~

(D) The requested accommodation will not result in a fundamental alteration in the nature of the City's zoning program, as "fundamental alteration" is defined in fair housing laws and interpretive case law.~~Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning;~~

(E) The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others.~~Potential impact on surrounding uses;~~

~~(F) Physical attributes of the property and structures; and~~

~~(G) Other reasonable accommodations that may provide an equivalent level of benefit.~~
~~(Ord. 920 C.S., passed 5-20-15)~~

§ 10-3-5.205 CONDITIONS OF APPROVAL.

~~–~~In granting a request for reasonable accommodation, the Director of Community Development Department or his or her designee, or the Planning Commission as the case might be, may impose any conditions of approval in order to achieve the purposes of this title, ensure consistency with the goals and policies of the adopted General Plan, and justify making the necessary findings ~~deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings~~. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site.
(Ord. 920 C.S., passed 5-20-15)

§ 10-3-5.206 APPEALS.

(A) Any person dissatisfied with any action of the Director of the Community Development Department pertaining to this chapter may appeal to the Planning Commission within ~~ten~~ 30 days ~~after written notice of the Director's decision is sent to the applicant~~from the day of decision. The appeal is taken by filing a written notice of appeal with the Director of Community Development Department and shall specify the reasons for the appeal and the grounds asserted for relief.

(B) Any person dissatisfied with any action of the Planning Commission pertaining to this chapter may appeal to the City Council within ~~ten~~ 30 days after the rendition of the decision of the Planning Commission. The appeal is taken by filing a written notice of appeal with the Director of Community Development Department and shall specify the reasons for the appeal and the grounds asserted for relief.

(C) The City Council shall, by resolution, adopt and from time to time amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed has been paid.

(D) If an appeal is not filed within the time or in the manner prescribed in this section, the right to review of the action against which the complaint is made shall be deemed to have been waived.

(E) After filing an appeal, the appropriate hearing body shall conduct a public hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date and place of hearing shall be given to the appellant, and to any other persons who have filed a written request for notice. Such notices shall be mailed to the appellant and the applicant at least ten days prior to the hearing.

(F) The appropriate hearing body ~~Planning Commission or City Council~~ shall review de novo the entire proceeding or proceedings relating to the decision, and may make any order it deems just and equitable, including the approval of the application. Any hearing may be continued from time to time.

(G) At the conclusion of the hearing, the hearing body shall prepare a written decision which either grants or denies the appeal and contains findings of fact and conclusions. The written decision, including a copy thereof shall be provided to the appellant and the project applicant.

§ 10-3-5.207 AMENDMENTS

Any amendments affecting an approved Reasonable Accommodation shall be handled as a new application.

§ 10-3-5.208 CONSIDERATION FACTORS

(A) Necessity of Accommodation. The City may consider, but is not limited to, the following factors in determining whether the requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling:

(1) Whether the requested accommodation will affirmatively enhance the quality of life of one or more individuals with a disability;

(2) Whether the individual or individuals with a disability will be denied an equal opportunity to enjoy the housing type of their choice absent the accommodation;

(3) In the case of a residential care facility, whether the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants; and

(4) In the case of a residential care facility, whether the existing supply of facilities of a similar nature and operation in the community is sufficient to provide individuals with a disability an equal opportunity to live in a residential setting.

(B) Fundamental Alteration to Zoning Program. The City may consider, but is not limited to, the following factors in determining whether the requested accommodation would require a fundamental alteration in the nature of the City's zoning program:

(1) Whether the requested accommodation would fundamentally alter the character of the neighborhood;

(2) Whether the requested accommodation would result in a substantial increase in traffic or insufficient parking;

(3) Whether the requested accommodation would substantially undermine any express purpose of either the City's general plan or an applicable specific plan; and

(4) In the case of a residential care facility, whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.

RCO; RESOURCE CONSERVATION AND OPEN SPACE ZONING

§ 10-3.601 RCO; PURPOSES AND APPLICATION.

This zoning is intended to provide for permanent open spaces in areas of the community which exhibit significant vegetation, scenic qualities, wildlife, or recreational potential, including areas designated as open space on the General Plan, drainage ponds for recreational use, and areas reserved to reduce conflicts between land uses.

§ 10-3.602 RCO; PERMITTED USES.

The land uses permitted within the RCO zone are herein defined and delineated by location within the RCO zone and the required permit approval procedure.

(A) P. Permitted use.
(B) CUP. Conditional use permit required.
(C) AA. Administrative approval required.
(D) NP. Not permitted.

LOCATION WITHIN RCO ZONE

	Airport Clear Zone	***Airport Approach Zone***	***Other RCO Areas***
Raising of field crops	P	P	P
Orchard and vineyards	NP	CUP	P
Raising of livestock and rangeland	NP	CUP	P
Flood control channels, water pumping station, ditches, and canals	CUP	CUP	P

LOCATION WITHIN RCO ZONE

	Airport Clear Zone	Airport Approach Zone	Other RCO Areas
Reservoirs, settling, and water conservation recharge basins	NP	CUP	P
Streets and roads	CUP	CUP	P
Off-street parking and landscaping	NP	CUP	AA
Bikeways and pedestrian trails	NP	CUP	AA
Drainage ponds	NP	CUP	AA
Recreation areas, parks, playgrounds, wildlife preserves, and related buildings, structures, and facilities	NP	CUP	CUP
One-family dwelling related to agricultural and recreational uses	NP	CUP	CUP
Incidental and accessory structures and uses on site of a conditional use	NP	CUP	CUP
Cemeteries	NP	CUP	CUP
Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communication equipment and facilities, public service pumping stations, and elevated pressure tanks	NP	CUP	CUP

§ **10-3.603 ~~RCO-PERMITTED USES; ADMINISTRATIVE APPROVAL~~ (~~REPEALED~~RESERVED).**

§ **10-3.604 ~~RCO-CONDITIONAL USES; COMMISSION APPROVAL~~ (~~REPEALED~~RESERVED).**

§ **10-3.605 RCO; DISTANCES BETWEEN STRUCTURES.**

The minimum distance between a one-family dwelling and another structure shall be ten feet, provided, however, that no structure housing animals shall be closer than 25 feet to any dwelling on the site or to any side yard property line.

§ **10-3.606 RCO; BUILDING HEIGHT.**

No building or structure shall have a height greater than 65 feet, provided that additional height may be permitted if a use permit is first secured.

PF; PUBLIC FACILITIES ZONE

§ **10-3-6.501 PF; PURPOSE AND APPLICATION.**

This zone is designed to retain and provide land areas for public use and to place the public and all elected officials and public agencies on notice of proposed changes in the use of such land.

§ **10-3-6.502 PF; PERMITTED USES.**

(A) All city, county, state, and federal offices or facilities, including, but not limited to civic centers, fire and police stations, libraries, and post offices.

(B) All city, county, state, and federal offices or facilities leased from private individuals or other government agencies for a period of more than five years.

(C) All city, county, state, or federally owned or operated parks, playgrounds, recreation areas, open spaces, sumps, and landfills.

(D) All offices and facilities owned or operated by public school districts including state colleges and junior colleges.

(E) The offices and facilities owned or operated by any public governmental agency, or any body of persons charged with the responsibility of administering publicly owned or operated property including, but not limited to redevelopment agencies, water districts, school districts, and recreation districts.

§ **10-3-6.503 PF; CONDITIONAL USES; COMMISSION APPROVAL.**

Property located in the PF zone may be used for private purposes when a conditional use permit has been granted in accordance with the provisions of the Interpretation, Enforcement, Violations, and Penalty subchapter. In no case shall a conditional use permit be issued for a period exceeding five years from the date of issuance.

Property located in the PF, Public Facility Zone, may also be used for gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communication equipment and facilities, public service pumping stations, and elevated pressure tanks provided a use permit is first secured.

§ 10-3-6.504 PF; REQUIRED CONDITIONS.

A conditional use permit shall not be granted unless the Planning Commission makes the following determinations:

(A) The use is compatible with, and will not adversely affect, the adjacent uses.

(B) That no permanent structure shall be provided with such use.

(C) That adequate landscaping, fencing, paving, and other improvements be provided to protect and/or enhance the overall appearance of the area in which such uses are situated.

§ 10-3-6.505 PF; BUILDING HEIGHT.

No building or structure shall have a height greater than 65 feet, provided that additional height may be permitted if a use permit is first secured.

PROFESSIONAL OFFICE ZONES

§ 10-3.751 PROFESSIONAL OFFICE ZONES.

The Professional Office zone is intended to provide opportunities for the location of professional and commercial offices and their related uses in close relationship to one another outside of commercial districts; to provide adequate space to meet the needs of such offices for off-street parking and loading space; and to protect such offices from noise, disturbances, traffic hazards, and other objectionable influences incidental to commercial and industrial uses. The Professional Office zone is also intended for application to those areas of the city where it is necessary and desirable to encourage the full development of properties which lie between residential and nonresidential districts and which, because of neighborhood conditions, amount of vehicular traffic, and location factors, cannot be practically included within residential districts as provided by this chapter.

§ 10-3.752 USES PERMITTED.

(A) The following uses shall be permitted in the Professional Office zone:

(1) Offices which deal primarily in professional services in which goods, wares, and merchandise are not commercially created, sold, or exchanged;

(2) Administrative and business offices;

(3) Medical and dental buildings;

(4) Existing residential buildings;

(5) Accessory structures and uses, not including warehouses, on the same site as a permitted use; and

(6) Signs subject to the provisions of Chapter 6 of this title.

(7) Low Barrier Navigation Centers

(8) Supportive Housing.

(9) Transitional Housing.

(B) The following uses shall be allowed with ~~approval by the~~an Administrative Approval ~~Zoning Administrator~~;

(1) The office use of buildings once used for residential purposes.

(2) Mortuaries.

(3) Art galleries.

(4) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(C) A use permit shall be secured for each of the following:

(1) New residential uses, except single family dwellings, and the expansion of existing residential uses, if such expansion results in new family dwelling units or increases the capacity in a boardinghouse or similar quarters;

(2) Public and private charitable institutions, general hospitals, sanitariums, and nursing and convalescent homes;

(3) Public parks, playgrounds, and other public recreation facilities;

(4) Private clubs and lodges;

(5) Churches and other religious institutions;

(6) Public and private libraries and museums; and

(7) Accessory structures and uses located on the same site as a conditional use, including, but not limited to:

(a) Enclosed restaurants (no drive-through restaurants);

(b) Tobacco, candy, newspaper, and magazine counters; and

(c) Prescription pharmacies;

(8) Dance studios;

(9) Banks, savings and loans, credit unions, and other financial institutions; and

(10) Beauty shops and barbershops, including a minor amount of retail sales activity associated with the operation of the shop, and which is accessory and incidental to, and does not alter the nature or character of the primary use. Accessory retail sales shall not exceed 30% of the total revenues for the business in any period.

(11) Single Room Occupancy Units

§ 10-3.753 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area for corner lots shall be 6,000 square feet.

§ 10-3.754 HEIGHT OF STRUCTURES.

Structures shall be limited to a single story not to exceed 35 feet, unless otherwise authorized by the Commission. The maximum height for accessory buildings shall be 15 feet.

§ 10-3.755 LOT COVERAGE.

A maximum of 75% of the lot area shall be permitted for aggregate building coverage, including both main and accessory buildings.

§ 10-3.756 YARD REQUIREMENTS.

(A) Front yard. Where all the frontage between two intersecting streets is located in a Professional Office zone, there shall be a front yard of not less than ten feet. Where the frontage is located partially in any R zone block, the front yard requirement of the R zone shall apply to the Professional Office zone; provided, however, where two or more lots in a block have been improved with buildings, the minimum required front yard setback shall be the average of all improved lots.

(B) Side yards. The minimum interior side yard setback shall be five feet except that a zero setback shall be permitted along the common interior lot line of structures which are developed as a unit. The minimum street side yard on corner lots shall be ten feet except that the street side yard on the rear ½ of a corner lot shall not be less than the front yard required on the adjacent lot where such lot fronts onto the adjacent street.

(C) Rear yard. The minimum rear yard space required shall be five feet except that the Community Development Director may approve an encroachment into the setback with such conditions as the Director may deem appropriate when the adjacent property is located in any PO, C, or I zone.

LIGHT COMMERCIAL ZONES

§ 10-3.801 C-1 ZONES.

The regulations set forth in this subchapter shall apply in the C-1 Light Commercial zone, unless otherwise provided in this chapter.

§ 10-3.802 USES PERMITTED.

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

(1) Appliance stores, sales and repair;
(2) Bakeries, limited to retail sales on the same premises;
(3) Banks;
(4) Barber shops;
(5) Beauty parlors;
(6) Bicycle repair and sales;
(7) Book stores;
(8) Candy stores;
(9) Department stores;
(10) Dressmaking or millinery shops;
(11) Drug stores;
(12) Dry goods or notions stores;
(13) Florist shops;
(14) Food stores (groceries, fruits, and vegetables);
(15) Hardware stores;
(16) Insurance offices;
(17) Jewelry stores;
(18) Meat markets or delicatessens;
(19) Nurseries (plant material and supplies);
(20) Offices, business or professional;

(21) Service stations, but not including auto engine and transmission overhauling, tire rebuilding, or battery manufacture;
(22) Restaurants and cafes;
(23) Shoe shops, sales and repair;
(24) Stationery stores;
(25) Studios, photographic;
(26) Tailor shops;
(27) Single bay, fully automatic car wash accessory to a permitted use; and
(28) Apparel stores and boutiques;
(29) Art galleries;
(30) Arts and craft studios;
(31) Automobile parts and supply stores;
(32) Clinics (medical and dental);
(33) Electrical appliance repair shop (small appliances only);
(34) Hobby supplies and craft sales;
(35) Laundries;
(36) Laundromat, self serve;
(37) Locksmith and key shops;
(38) Newspaper and magazine stands;
(39) Pet shops;
(40) Pharmacies;
(41) Video arcades of five or fewer games;
(42) Cannabis and cannabis product retail sales as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.
(43) Other retail businesses or retail commercial enterprises which are similar in character or rendering neighborhood commercial services and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.
(44) Low Barrier Navigation Centers
(45) Supportive Housing.
(46) Transitional Housing.
(B) The following uses shall be permitted subject to ~~approval by the Zoning Administrator~~an Administrative Approval:
(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.
(2) Mortuaries;
(3) Secondhand sales;
(4) Temporary outdoor display of merchandise and sales activities.
(C) A use permit shall be secured for each of the following:
(1) Animal hospitals;
(2) Automobile repair shops;
(3) Bakeries, wholesale;
(4) Drive-thru restaurants;
(5) Drive-thru banks;
(6) Major cleaning and dyeing centers (does not include local drop-off establishments);
(7) Creameries;
(8) Outdoor markets;
(9) Outdoor sales establishments;
(10) Public garages;
(11) Theaters;

(12) Used car sales lots;
(13) Full-service car washes as independent and primary land uses; ~~and~~
(14) Billiard parlors;
(15) Bowling lanes;
(16) Liquor stores (packaged);
(17) Martial arts studios;
(18) New car sales;
(19) Video arcades of more than five games; ~~and~~
(20) Other uses which, in the opinion of the Commission, are of a similar nature;
(21) Any use permitted in any R zone, except single family dwellings;~~.~~
(22) Single Room Occupancy Units.

(D) The stores, shops, and businesses specified in this section shall be retail establishments selling merchandise exclusively and shall be permitted only under the following conditions:

(1) Products made incidental to a permitted use shall be sold at retail on the premises; and

(2) All public entrances to such stores, shops, or businesses shall be from the principal street upon which the property abuts or within 50 feet thereof, except that a rear or side entrance from the building to a public parking area may be provided; and

(E) Signs appurtenant to any permitted use may be erected in the C-1 zone subject to all the laws, rules, and regulations of the city pertaining to signs.

§ 10-3.803 SITE AREA.

The minimum lot area for each main building shall be 2,000 square feet.

§ 10-3.804 HEIGHT OF STRUCTURES.

The maximum height of any building shall be 50 feet.

§ 10-3.805 YARD REQUIREMENTS.

(A) Front yards. There shall be no requirements for front yards, except where the frontage in a block is partially in an zone, in which case the front yard shall be the same as required in such R zone.

(B) Side yards. There shall be no requirements for side yards, except where the side of a lot abuts upon the side of a lot in a R zone, in which case the side yard shall be not less than ten feet.

(C) Rear yards. There shall be no requirements for rear yards, except where the rear of a lot abuts on a R zone, in which case the rear yard shall be not less than ten feet.

HEAVY COMMERCIAL ZONES

§ 10-3.901 C-2 ZONES.

The regulations set forth in this subchapter shall apply in the C-2 Heavy Commercial zone, unless otherwise provided in this chapter.

§ 10-3.902 USES PERMITTED.

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

(1) Any use permitted in the C-1 zone.

(2) Wholesale stores and storage within buildings.

(3) Building material yards.

(4) Lumber yards.

(5) Used secondhand merchandise within enclosed buildings.

(6) Emergency shelter as provided in § 10-3.422.

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

(8) Low Barrier Navigation Centers.

(9) Supportive Housing.

(10) Transitional Housing.

(B) The following uses shall be permitted subject to ~~approval by the~~ an Administrative Approval ~~Zoning Administrator~~:

(1) Temporary outdoor display of merchandise and sales activities.

(2) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(C) The following uses subject to first securing a Use Permit in each case:

(1) Auto wrecking;

(2) Bottling works;

(3) Contractor's yards;

(4) Farm supply store;

(5) Junk yards;

(6) Machine shops;

(7) Planing mills;

(8) Outdoor storage of goods and materials;

(9) Trailer coach camps;

(10) Auction facilities;

(11) Self-service car washes as either a primary or accessory use;

(12) Any use permitted in any R zone;

(13) Adult oriented businesses as provided in § 10-7.01 of this title; and

(14) Other uses, which in the opinion of the Commission are of a similar nature; ~~.~~

(15) Single Room Occupancy Units.

(D) Light manufacturing, including the manufacture of clothing, novelties, and toys, and uses which in the opinion of the Commission are of a similar nature, and all subject to first securing a use permit in each case; and

(E) Signs appurtenant to any permitted use may be erected in the C-2 zone subject to all the laws, rules, and regulations of the city pertaining to signs.

§ 10-3.903 SITE AREA.

The minimum lot area for each main building shall be 2,000 square feet.

§ 10-3.904 HEIGHT OF STRUCTURES.

The maximum height of any building shall be 65 feet, provided that additional height may be permitted if a use permit is first secured.

§ 10-3.905 YARD REQUIREMENTS.

The requirements for front, side, and rear yards shall be the same as apply in C-1 zones.

§ 10-3.906 TRAILER CAMP SITE REQUIREMENTS.

No trailer coach shall be used as a place of habitation upon any premises other than a site capable of serving at least ten trailer coaches. The site shall provide for each of the trailer coaches an unoccupied rectangular space of not less than 25 × 25 feet, or its equivalent of 500 square feet when arranged in rows abutting or facing upon a driveway or clear unoccupied space of not less than 20 feet in width, which driveway or space shall have an unobstructed access to a public street or alley. When so arranged, no trailer coach shall be within 25 feet of any public street, alley, or exterior boundary of any campground area.

RESTRICTED COMMERCIAL ZONE

§ 10-3-9.101 C-R ZONE; PURPOSE AND APPLICATION.

This zone is designed to provide limited commercial development complimentary to, and compatible with, residential neighborhoods. Uses are limited and standards are provided to encourage commercial uses beneficial to the immediate neighborhood. It is generally intended that this zone be applied to properties along collector streets on a limited basis.

§ 10-3-9.102 PERMITTED USES.

(A) Residential structures as provided for in the R-1 zone, other than single family dwellings, along with customary accessory buildings;

(B) Professional offices;

(C) Retail sales of new merchandise exclusively and personal service establishments within a building, wherein the floor area of an individual business does not exceed 3,000 square feet and the total floor area of a structure(s) does not exceed 8,000 square feet per parcel and including the following uses:

(1) Bakeries, limited to retail sales on the same premises;
(2) Barber shops;
(3) Beauty salons;
(4) Bicycle repair and sales;
(5) Book and video rental stores;
(6) Clothing stores and boutiques;
(7) Candy stores;
(8) Dressmaking, tailor, and millinery shops;
(9) Dry cleaners and laundries, non-industrial;
(10) Florist shops;
(11) Food stores;
(12) Home occupations pursuant to § 10-3.405(H);
(13) Laundromats;
(14) Locksmiths;
(15) Pharmacies;
(16) Small appliance repair;
(17) Art galleries;

(18) Hobby, craft, and ceramic shops in which items are sold on the premises;
(19) Shoe sale and repair shops; ~~and~~
(20) Other retail businesses or retail commercial enterprises which are similar in character or render neighborhood commercial services, and are not more detrimental to the welfare of the neighborhood in which located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.
(21) Low Barrier Navigation Centers;
(22) Supportive Housing; and
(23) Transitional Housing.

§ 10-3-9.102.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL~~ZONING ADMINISTRATOR'S PERMIT~~.

(A) The following uses shall be permitted subject to an Aadministrative Aapproval~~approval by the Zoning Administrator~~:
(1) Commercial use of buildings once used for residential purposes.
(2) Gas and electric transmission lines, electrical transmission and distribution substations, gas regular stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.
(3) Temporary outdoor display of merchandise and outdoor sales activities.

§ 10-3-9.103 CONDITIONAL USES.

(A) The following uses shall be permitted in the Restricted Commercial Zone with a Use Permit:
(1) Residential structures as provided for in the R-2 zone along with customary accessory buildings;
(2) Day care and child care centers;
(3) Liquor stores;
(4) Restaurants and cafes; sales of alcoholic beverages permitted only with the service of food;
(5) Sale of fuel, only in conjunction with food stores;
(6) Structure(s) in excess of 8,000 square feet of floor area but no greater than 12,000 square feet per parcel;
(7) Businesses with floor area in excess of 3,000 square feet.

§ 10-3-9.104 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area of corner lots shall be 6,000 square feet.

§ 10-3-9.105 BUILDING HEIGHT.

No building or structure shall have a height greater than 24 feet.

§ 10-3-9.106 YARD REQUIREMENTS.

(A) Front yard. Ten feet;
(B) Street side yard. Ten feet;
(C) Interior side yard. None except when adjacent to an R or PD zone or adjacent to a residential use in which case the setback shall be five feet;

(D) Rear yard. There shall be no minimum rear yard provided, however, that when a C-R zone abuts an R or PD zone, a rear yard shall be provided as specified in § 10-3.508.

§ 10-3-9.107 OUTSIDE EQUIPMENT.

All roof and wall appurtenances, such as ducts and vents, all mechanical equipment, electrical boxes, meters, pipes, transformers, air conditioners, and all other equipment on the roof or walls of any building shall be completely screened from view with materials compatible with the main buildings on the subject property. Such equipment shall be constructed in such a manner that noise emanating from them shall not be discernible beyond the property lines of the subject property.

§ 10-3-9.108 ENCLOSURE OF TRASH AND STORAGE AREAS.

All trash and storage areas shall be screened from view by a decorative masonry block wall or other materials architecturally compatible with the main buildings of the development. Access to such areas shall be closed at all times except during loading and unloading.

§ 10-3-9.109 TIME FOR PICK-UP AND DELIVERY.

Pick-ups, deliveries, and parking lot sweeping shall be allowed only between 7:00 a.m. and 10:00 p.m. where residential uses abut the property.

§ 10-3-9.110 LANDSCAPING.

(A) In addition to parkstrips in the public right-of-way, perimeter landscaping shall be provided in front and street-side yards at an average width of eight feet along street frontages, exclusive of driveways and walkways, but in no case may the landscape area width be less than four feet.

(B) In addition to perimeter landscape areas, 5% of all parking areas shall be landscaped.

(C) The provisions of the City's Approved Street Tree List for tree types and spacing shall be followed for tree planting in parkstrips and perimeter landscape areas unless an alternate plan, consistent with the intent of this provision, is approved by the Community Development Director.

(D) All landscape areas shall be planted so as to have at least 75% vegetative coverage within three years of planting.

(E) All landscape areas shall be fitted with an automatic irrigation system.

(F) All landscape areas shall be maintained.

NEIGHBORHOOD COMMERCIAL ZONES

§ 10-3-9.201 C-N ZONES; PURPOSE AND APPLICATION.

The regulations set forth in this subchapter shall apply in the C-N, Neighborhood Commercial zone, unless otherwise provided in the chapter. Neighborhood commercial centers are intended primarily to meet the everyday convenience needs of people residing within surrounding residential neighborhoods for

retail convenience goods and personal services. A NEIGHBORHOOD CENTER would typically be anchored by a supermarket, with other stores and shops for drugs, liquor, deli, bakery goods, ice cream shop, gift shop, coffee shop, café, fast food, sandwich shop, or hardware. Services might include small appliance repair, barber, beauty salon, self-service laundry, dry cleaning, shoe repair, and exercise and diet centers. Office services might include medical, dental, accounting, insurance, and a variety of other business and professional services oriented toward household needs. Public and semi-public uses might include a branch library, senior center, day care, lodges, churches, and small education and training centers.

§ **10-3-9.202 PERMITTED USES.**

(A) The following retail stores of less than 10,000 square feet gross floor area, offices, and services:

(1) Apparel stores and boutiques;
(2) Art galleries;
(3) Arts and crafts studios;
(4) Automobile parts and supply stores;
(5) Bakeries (retail sales on premises);
(6) Barber shops and beauty salons;
(7) Bicycle sales and repair shops;
(8) Book stores;
(9) Candy stores;
(10) Clothes cleaning establishments (pickup and delivery only);
(11) Clinics (medical and dental);
(12) Electrical appliance repair shops (small appliances only);
(13) Florists;
(14) Food stores and delicatessens;
(15) Garden supplies and plant nurseries;
(16) Hardware stores;
(17) Hobby supplies and crafts stores;
(18) Locksmith and key shops;
(19) Newspaper and magazine stands;
(20) Pharmacies;
(21) Photography studios;
(22) Professional offices;
(23) Restaurants and cafes;
(24) Self-service laundry establishments;
(25) Shoe sales and repair shops;
(26) Tailoring and dressmaking shops;
(27) Video tape rentals and sales stores;
(28) Variety stores;
(29) Video arcades of five or fewer games.
(30) Residential uses on the same site as a permitted commercial use, consisting of a ~~one-family~~two residential dwelling units above the first floor or on the rear half of the same lot;
(31) Other retail businesses or retail commercial enterprises or services which are similar in character or meet the intent of the zone, and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.
(32) Low Barrier Navigation Centers.
(33) Supportive Housing.

(34) Transitional Housing.

§ 10-3-9.202.1 USES ALLOWED WITH ~~A~~ ADMINISTRATIVE APPROVAL~~ZONING ADMINISTRATOR'S PERMIT~~.

(A) The following uses shall be permitted subject to ~~approval by the~~an Administrative Approval ~~Zoning Administrator~~.

(1) ~~Detached S~~single-family dwelling in conjunction with a principle permitted use.

(2) Gas and electric transmission lines, electrical transmission and distribution substations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(3) ~~(3)~~ Temporary outdoor display of merchandise and outdoor sales activities.

(4) Residential uses on the same site as a permitted commercial use, consisting of up to six residential dwelling units above the first floor or on the rear half of the same lot.

§ 10-3-9.203 CONDITIONAL USES.

(A) The following uses shall be permitted in the Neighborhood Commercial Zone with a Use Permit:

(1) Retail stores listed above containing more than 10,000 square feet of gross floor area;

(2) Local governmental offices;

~~(3) One single-family dwelling not in conjunction with a principal permitted use;~~

(~~4~~3) Service stations (no engine repair);

(~~5~~4) Parks, playgrounds, schools;

(~~6~~5) Bowling lanes;

(~~7~~6) Churches;

(~~8~~7) Private clubs and lodges;

(~~9~~8) Fast food restaurants with drive-through facilities;

(~~10~~9) Liquor stores (packaged);

(~~11~~10) Video arcades of more than five games; and

(~~12~~11) Other retail businesses or retail commercial enterprises or services determined by the Planning Commission to be similar in character or meet the intent of the zone, and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

(13) Single Room Occupancy Units.

(14) Residential uses on the same site as a permitted commercial use, consisting of up to ten residential dwelling units above the first floor or on the rear half of the same lot.

§ 10-3-9.204 LIMITATIONS ON USE.

(A) No businesses dealing in wholesale or used goods or commodities shall be permitted, except in the case of articles taken in trade on sale of new merchandise on the same premises.

(B) All business shall be conducted entirely within a wholly enclosed building, excepting uses customarily conducted in the open.

(C) No products shall be made on site unless incidental to a permitted use and sold at retail on the same premises.

§ 10-3-9.205 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area for corner lots shall be 6,000 square feet.

§ 10-3-9.206 BUILDING HEIGHT.

No building structure shall have a height greater than 35 feet.

§ 10-3-9.207 YARD REQUIREMENTS.

(A) Front yard. Ten feet, except when adjacent to an R or PD zone or adjacent to a residential use, in which case the setback shall be 15 feet.

(B) Street-side yard. Ten feet, except when adjacent to the front yard of a residential use or a property in an R or PD zone, in which case the setback shall be 15 feet.

(C) Interior side yard. None, except when adjacent to an R or PD zone, in which case the setback shall be five feet.

(D) Rear yard. None, except when immediately adjacent to an R or PD zone, in which case a rear yard shall be provided as specified in § 10-3.508(D).

§ 10-3-9.208 OUTSIDE EQUIPMENT.

(A) All roof and wall appurtenances, such as mechanical equipment, electrical transformers, air conditioners, and all other equipment on the roof or walls of any building shall be completely screened from view from public streets with materials compatible with the main buildings on the subject property. Such equipment shall be constructed in such a manner that noise emanating from them shall not be discernible beyond the property lines of the subject property.

(B) All trash and storage areas shall be screened from view from public streets by a decorative masonry block wall or other materials architecturally compatible with the main buildings of the development. Access to such areas shall be closed at all times, except during loading and unloading.

§ 10-3-9.209 LANDSCAPING AND FENCING.

(A) In addition to any landscaping in the public right-of-way, perimeter landscaping shall be provided in front and street side yards at an average width of eight feet along the street frontages, exclusive of driveways and walkways, but in no case may the landscape area width be less than four feet.

(B) In addition to perimeter landscape areas, 5% of all parking areas shall be landscaped.

(C) The provisions of the City's Approved Street Tree List for tree types and spaces shall be followed for tree planting in parkstrips and perimeter landscape areas unless an alternative plan is approved by the Community Development Director.

(D) All landscape areas shall be planted so as to have at least 75% coverage within three years of planting.

(E) All landscape areas shall be fitted with an automatic irrigation system.

(F) Perimeter masonry fencing with a minimum height of eight feet shall be required adjacent to any R or PD zone in accordance with § 10-3.412.

HIGHWAY COMMERCIAL ZONES

§ 10-3-9.301 C-H ZONES; PURPOSE AND APPLICATION.

The regulations set forth in this subchapter shall apply in the C-H, Highway Commercial zone, unless otherwise provided in the chapter. This zone is designed to provide for businesses or services which rely on visibility from highways and/or serve the needs of the traveling public. It is intended to encourage development of open, uncrowded, and attractive projects that will enhance the major thoroughfares on which they are located. Small scale businesses and general commercial uses that do not fit this criteria would not be allowed. Uses that generally are dependent on a regional as well as the local population for their support are allowed. It is intended that areas with this designation would have good highway access and would not be developed until all urban services are available.

§ 10-3-9.302 PERMITTED USES.

(A) The following uses shall be permitted in the Highway Commercial Zone:
(1) Hotels, motels;
(2) Restaurants, coffee shops;
(3) Motorcycle sales and service shops;
(4) Auto service stations with accessory repair and maintenance;
(5) Bus depots and transit stations;
(6) Automotive sales new and used;
(7) RV sales and service facilities;
(8) Mini-storage facilities;
(9) Utility trailer sales establishments;
(10) Boat sales and service centers;
(11) Furniture and large appliance stores;
(12) Factory outlet shopping centers;
(13) Mobile homes sale establishments (new only);
(14) Government or other public services establishments that require convenient freeway access:
(15) Single bay, fully automatic car wash accessory to a permitted use;
(16) Full-service car washes as independent and primary land uses; and
(17) Other retail businesses or retail commercial enterprises or services which are similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

§ 10-3-9.302.1 USES ALLOWED WITH ADMINISTRATIVE APPROVAL~~ZONING ADMINISTRATOR PERMIT~~.

(A) The following uses shall be permitted subject to an Administrative Approval~~approval by the Zoning Administrator~~:
(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

§ 10-3-9.303 CONDITIONAL USES.

(A) The following uses shall be permitted with a Use Permit:
(1) Drive-in theaters;

(2) Overnight RV and travel trailer parks;
(3) Truck stops and terminals;
(4) Truck sales and services establishments;
(5) Auto repair garages and car washes;
(6) Bowling lanes;
(7) Fuel storage and distribution facilities;
(8) Farm machinery sales and services establishments;
(9) Fast food restaurants with drive-through facilities;
(10) Self-service car wash facilities as either primary or accessory uses; and
(11) Other retail businesses or retail commercial enterprises or services determined by the Planning Commission to be similar in character and are not more detrimental to the welfare of the neighborhood in which they are located than any use listed in this subsection, unless such business or enterprise is hereafter in this chapter specifically listed in another classification.

§ 10-3-9.304 ACCESSORY USES.

The following structures and uses shall be permitted in Highway Commercial zones when accessory to a use permitted by the provisions of this subchapter:
(A) Incidental sales in connection with a permitted use;
(B) Accessory uses and structures customarily appurtenant to a permitted use; and
(C) Recreational facilities for employees and guests.

§ 10-3-9.305 LIMITATIONS ON USE.

(A) No uses shall be permitted in a C-H zone which may be obnoxious or offensive by reason of odor, dust, gas, smoke, noise, vibration, heat, glare, or hazards of similar nature.
(B) All sales activities, other than vehicular related businesses, shall be conducted entirely within a wholly enclosed building.

§ 10-3-9.306 SITE AREA.

The minimum lot area for interior lots shall be 5,000 square feet for each building or group of buildings with a minimum lot width of 50 feet. The minimum lot area for corner lots shall be 6,000 square feet.

§ 10-3-9.307 BUILDING HEIGHT.

No building or structure shall have a height greater than 50 feet, provided that additional height may be permitted if a use permit is first approved.

§ 10-3-9.308 YARD REQUIREMENTS.

(A) Front yard. Ten feet, except when adjacent to an R or PD zone or adjacent to a residential use, in which case the setback shall be 15 feet.
(B) Street side yard. Ten feet, except when adjacent to the front yard of a residential use or a property in an R or PD zone, in which case the setback shall be 15 feet.
(C) Interior side yard. None, except when adjacent to an R or PD zone or adjacent to a residential use, in which case the setbacks hall be five feet.
(D) Rear yard. None, except when immediately adjacent to an R or PD zone, in which case a rear yard shall be provided as specified in § 10-3.508(D).

(E) Whenever the side rear of a lot is adjacent to the right-of-way of Highway 99, the appearance of proposed uses must be considered relative to their orientation, architecture, building heights, lighting provisions, and sign programs. Such yard area shall be a minimum of 40 feet.

§ 10-3-9.309 OUTSIDE EQUIPMENT.

(A) All roof and wall appurtenances, such as mechanical equipment, electrical transformers, air conditioners, and all other equipment on the roof or walls of any building shall be completely screened from view from public streets with materials compatible with the main buildings on the subject property. Such equipment shall be constructed in such a manner that noise emanating from them shall not be discernible beyond the property lines of the subject property.

(B) All trash and storage areas, except from vehicular sales display areas, shall be screened from view from public streets by a decorative masonry block wall or other materials architecturally compatible with the main buildings of the development. Access to such areas shall be closed at all times, except during loading and unloading.

§ 10-3-9.310 LANDSCAPING AND FENCING.

(A) In addition to any landscaping in the public right-of-way, perimeter landscaping shall be provided in front and street side yards at an average width of eight feet along the street frontages, exclusive of driveways and walkways, but in no case may the landscape area width be less than four feet.

(B) In addition to perimeter landscape areas, 5% of all parking areas shall be landscaped.

(C) The provisions of the City's Approved Street Tree List for tree types and spacing shall be followed for tree planting in parkstrips and perimeter landscape areas unless an alternate plan is approved by the Community Development Director.

(D) All landscape areas shall be planted so as to have at least 75% coverage within three years of planting.

(E) All landscape areas shall be fitted with an automatic irrigation system.

(F) Perimeter masonry fencing with a minimum height of eight feet shall be required adjacent to any R or PD zone in accordance with § 10-3.412.

WEST YOSEMITE AVENUE OVERLAY ZONE (WY)

§ 10-3-9.401 PURPOSE.

The purpose and intent of this WY Overlay zone is:

(A) To provide for the orderly transition of the West Yosemite Avenue area from residential to nonresidential uses consistent with the General Plan;

(B) To recognize, maintain, and enhance the West Yosemite Avenue streetscape and architectural character of the neighborhood;

(C) To maximize the compatibility of uses and maintain the value of property during the transition period through the establishment of development standards and review procedures.

§ 10-3-9.402 APPLICABILITY.

(A) This zone is intended to be applied to all properties adjacent to West Yosemite Avenue between J and Q Streets for a lot depth not to exceed 175 feet.

(B) To accomplish the stated purpose and intent, this overlay zone shall be combined with all zones except the R-1 zone. It is to be applied in conjunction with any zone change in the applicable area.

(C) Any property rezoned from R-1 prior to the effective date of the subchapter shall not be further rezoned nor shall a new use be made of the property until the WY Zone is applied.

§ 10-3-9.403 USE PERMITS REQUIRED.

(A) In addition to uses which require a use permit in the underlying zone, all new construction, major exterior change, alteration, or addition shall be subject to a use permit. Applications for use permits shall be accompanied by detailed site and landscape plans. Building elevation and a list of exterior building materials will be required for new construction, exterior remodeling, and building additions.

(B) The Planning Commission will review applications for their compliance with the purpose and development standards of the zone.

§ 10-3-9.404 DEVELOPMENT STANDARDS.

The following development standards apply to all properties in the WY Overlay zone and shall supersede the requirements of the underlying zone.

(A) Setbacks.

(1) Front yard. 15 feet.

(2) Side yard.

(a) Interior five feet, exterior street side yard ten feet.

(b) Except in no event may any structure or parking area be placed within 15 feet of the West Yosemite right-of-way.

(3) Rear yard. Ten feet with no windows or two feet per vertical foot of building height measured at the top of highest window, whichever is greater.

(B) Parking.

(1) Off-street parking space requirements shall be those set forth in the Off-Street Parking Regulations subchapter of this chapter, however, in no case shall there be less than five off-street spaces provided for nonresidential uses.

(2) No parking shall be provided in the required front yard or within the West Yosemite Avenue setback.

(3) No parking shall be permitted within the required landscape areas except as provided in subsection § 10-3-9.404(C) below.

(4) Parking areas shall be constructed to city standards.

(5) Access shall be provided between parking areas and business entries by means of a walkway of not less than three feet in width.

(6) Lighting shall be arranged to reflect away from premises on which any dwelling unit is located.

(C) Landscaping. The following minimum standards shall apply to properties in this zone:

(1) All required front yards and street-side yard setback areas, exclusive of walkways and driveways, shall be landscaped except that parking may encroach five feet into a required street side yard setback.

(2) A landscaped area of not less than four feet in width shall be provided along all interior side and rear property lines except where this requirement conflicts with an access driveway leading to the rear of the lot, such landscaping requirement may be reduced to assure adequate access with Planning Commission approval; or when adjacent parcels share driveways and or parking areas, the landscaping along affected portions of common lot lines may be waived.

(3) Screen planting and a six-foot solid fence or wall shall be provided along all interior side and rear property lines abutting an R zone. Shrubs and fences may not exceed three feet in the required front or street-side-yard.

(4) In addition to landscaping required in paragraphs § 10-3-9.404(C)(1) and (2) above, 5% of the parking area shall be landscaped.

(5) Shade trees shall be planted within the parking area to provide 40% shade at high noon with full foliage within five years of planting.

(6) Trees shall be a minimum size of five gallons at planting; shrubs shall be a minimum of one gallon.

(7) Retention and maintenance of existing trees is encouraged. No tree, located in the street right-of-way nor in a required front yard, which exceeds four feet in circumference at a height of three feet in height shall be removed without first obtaining the approval of the Planning Commission. In the event of an emergency, where the tree poses a threat to persons or property, the Planning Director may authorize the immediate removal of the tree.

(8) Vegetative matter shall cover 75% of the landscaped areas.

(9) All landscaping areas shall be fitted with an irrigation system and shall be maintained in accordance with the approved plan.

(10) All trash areas shall be enclosed utilizing materials compatible with the structure.

(D) Architectural character. Structural style, scale, and quality of design shall be such that it blends with and is complementary to adjacent structures and the character of the area. Building colors and materials; roof pitch height and materials; screening of exterior appurtenances; lighting; and window placement will be factors considered in the architectural review element of the use permit. It is not the intent of this zone to control architecture style so rigidly that individual initiative is hindered, but rather it is the intent that any control exercised be the minimum necessary to achieve the purpose and intent of this zone.

(E) Signs.

(1) The protection of the character of the streetscape is a stated purpose of this subchapter. Signage is to be kept to a minimum to protect the streetscape while allowing for adequate identification.

(2) Placement of signs if governed under § 10-6.05 (A) of this chapter except as otherwise specified in this section.

(3) The following sign criteria is established:

(a) Ground signs. One non-illuminated double-face ground sign for each parcel subject to the following provisions:

1. Maximum sign area and dimensions. Ground signs may not exceed eight square feet in area. The message area, including background area, shall not exceed a vertical height of two feet. The maximum sign height shall not exceed four feet above average ground level.

2. Sign placement. Perpendicular to the street; a minimum of three feet behind sidewalk.

3. Street number. Every ground sign must incorporate the street number into the message area. Such numbers may not be less than four inches in height and must be compatible with the style of the sign message.

4. Letters. Routed or raised-wood letters; color is at the option of the applicant/owner.

(b) Wall/window sign. One wall or window sign not exceeding three square feet in area for each business at each major business entrance door.

(c) Directional sign. To encourage maximum use of the off-street parking located at the rear of a parcel, a directional sign not exceeding two square feet shall be provided adjacent to the driveway or in conjunction with the ground sign. The materials shall be compatible with those of the ground sign and the sign height shall not exceed four feet.

(d) Nonconforming signs. Signs which became nonconforming upon application of the West Yosemite zone shall be brought into compliance at the time of any change to the sign other than routine maintenance.

§ 10-3.1001 I ZONES.

The regulations set forth in this subchapter shall apply in all I industrial zones unless otherwise provided in this chapter.

§ 10-3.1002 USES PERMITTED.

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

(1) Animal hospitals, kennels and veterinarians;

(2) Automobile dismantling and use parts storage, provided such must be conducted wholly within a building;

(3) Boat-building works;

(4) Building materials, sales and storage;

(5) Dairy products processing;

(6) Dwelling for a caretaker or security guard and his immediate family, necessary and incidental to a use located in such zone;

(7) Electrical and electronic instruments, devices and appliances, manufacture and assembly;

(8) Garment manufacture;

(9) Ice and cold storage plants;

(10) Laboratory, experimental and testing;

(11) Machine shops;

(12) Pharmaceuticals and drugs, manufacture;

(13) Prefabrication of buildings;

(14) Stone monument works;

(15) Textile manufacturing;

(16) Accessory buildings and uses customarily incidental to any of the above uses;

(17) Cultivation, distribution, manufacturing, testing labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

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

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

(20) Low Barrier Navigation Centers;

(21) Supportive Housing; and

(22) Transitional Housing.

(B) Uses permitted with an Administrative Approval ~~Zoning Administrator's permit~~:

(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks.

(2) Food products manufacturing;

(3) Frozen food processing and storage;

(4) Fruit and vegetable canning, packing and processing;

(5) Furniture manufacture;

(6) Hatcheries;

(7) Wood products manufacturing, and;

(C) Any of the following industrial or manufacturing uses provided that those uses which in the opinion of the Commission may be of objectionable nature by reason of production of offensive odor, dust, smoke, fumes, noise, bright light, vibration, or involving the storage or handling of explosive or dangerous materials, and all the uses listed in this subsection, may be permitted only if a use permit is first secured in each case:

(1) All uses permitted in any R zone;

(2) Drilling for and/or removal of oil, gas, or other hydrocarbon substances;

(3) Commercial excavations of building or construction materials;

(4) Manufacture or storage of acid, cement, gas, inflammable fluids, glue, gypsum, lime or plaster of paris, refining of petroleum or its products, smelting of iron, tin, zinc, or other ores;

(5) Junk yards;

(6) Brewery;

(7) Poultry and rabbit processing;

(8) Automobile dismantling and use parts storage; and

(9) Nurseries (plant materials and supplies);

(10) Adult oriented businesses as provided in § 10-7.01 of this title;

(D) ~~Any type of dwelling~~A multifamily dwelling subject to first securing a use permit in each case; and

(E) Signs appurtenant to any permitted use may be erected in I zones subject to all the laws, rules, and regulations of the city pertaining to signs, including, but not necessarily limited to, the terms and provisions of § 10-3.415 of the General Provisions subchapter of this chapter pertaining to architectural control.

§ 10-3.1003 HEIGHT OF STRUCTURES.

The maximum height of any building shall be 65 feet; provided, however, additional height may be permitted if a use permit is first secured.

§ 10-3.1004 YARD REQUIREMENTS.

(A) Front yards. There shall be no requirements for front yards except where the frontage in a block is partially in a R zone in which case the front yard shall be the same as required in such R zone.

(B) Side yards. There shall be no requirements for side yards except where the side of a lot abuts upon the side of a lot in a R zone in which case the side yard shall not be less than ten feet.

(C) Rear yard. There shall be no requirements for rear yards except where the rear of a lot abuts on an R zone in which case the rear yard shall be not less than ten feet.

URBAN RESERVE ZONES (UR)

§ 10-3.10.501 UR ZONES.

The regulations in this subchapter shall apply in all Urban Reserve (UR) zones unless otherwise provided in this chapter.

§ 10-3.10.502 USES PERMITTED.

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

(1) Grazing and the raising of field crops, fruit and nut trees, vines, vegetables, horticultural specialties, and livestock;

(2) The curing, processing, packaging, and shipping of agricultural products produced upon the premises where such activity is carried on in conjunction with, or as part of, a bona fide agricultural operation;

(3) Single-family residences and farm employee housing which are incidental to a permitted use or conditional use;

(4) Incidental and accessory structures and uses located on the same site with a permitted use, including barns, stables, coops, tank houses, storage tanks, wind machines, windmills, silos, and other farm outbuildings; private garages and carports; one guest house or accessory living quarters without a kitchen for each residence on the site; and storehouses, garden structures, greenhouses, and the storage of petroleum products for the use of persons residing on the site;

(5) Irrigation and flood control facilities; and

(6) Home occupations.

(B) The following uses may be permitted by the Commission by the issuance of a conditional use permit:

(1) Agricultural service establishments primarily engaged in performing animal husbandry or horticultural services on a fee or contract basis, including plant nurseries and landscape gardening; landscape contracting; offices of veterinarians; animal hospitals; poultry farms; boarding and training horses; feed lots; and hog farms;

(2) Public and private charitable institutions, hospitals, sanitariums, rest homes, nursing homes, and cemeteries;

(3) Commercial stables and riding academies;

(4) Public and quasi-public uses of an educational, administrative, recreational, public service, cultural, or religious type;

(5) Private and noncommercial clubs and lodges;

(6) Sewage treatment plants;

(7) Signs appurtenant to any permitted use may be erected in UR zones subject to all the laws, rules, and regulations of the city pertaining to signs, including, but not necessarily limited to, the terms and provisions of § 10-3.415 of the General Provisions subchapter of this chapter pertaining to architectural control; and

(8) Trailer parks, subject to the limitations of § 10-3.906 of the Heavy Commercial zones of this chapter, providing public water and sewer systems are utilized.

§ 10-3.10.503 SPECIAL CONDITIONS.

(A) Any use involving a business, service, or process not completely enclosed in a structure shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials six feet in height if the Commission finds such use to be unsightly.

(B) No conditional use shall be permitted and no process, equipment, or materials shall be used which are found by the Commission to be objectionable or injurious to property, crops, or livestock in the vicinity by reason of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried wastes, noise, vibration, illumination, glare, or unsightliness, or to involve any hazard of fire or explosion.

§ 10-3.10.504 SITE AREA.

(A) The minimum site area shall be 20 acres for permitted uses.

(B) On conditional uses the minimum site area shall be specifically stated on the use permit.

(C) Each site shall have not less than five acres of lot area for each dwelling unit located on the site. This shall not be construed to disallow the placing of the permitted dwelling units all in one area of the site.

§ 10-3.10.505 YARD REQUIREMENTS.

(A) Front yard. The minimum front yard shall be 50 feet.
(B) Side yard. The minimum side yard shall be five feet except that on the street side of a corner lot the yard shall be not less than 40 feet.
(C) Rear yard. The minimum rear yard shall be 20 feet.

§ 10-3.10.506 HEIGHT OF STRUCTURES.

(A) The maximum height of a building or structure for a permitted use shall be 35 feet subject to the exception that barns, tank houses, storage tanks, windmills, and silos may exceed 35 feet in height.
(B) The maximum height of a structure occupied by a conditional use and its accessory structures shall be determined by the provisions of the use permit.

§ 10-3.10.507 DISTANCE BETWEEN BUILDINGS.

The minimum distance between dwellings or dwellings and accessory structures shall be ten feet. The minimum distance between dwellings and accessory structures in which livestock or poultry is kept shall be 50 feet.

UNCLASSIFIED ZONES (U)

§ 10-3.1101 U ZONES.

The regulations set forth in this subchapter shall apply in all Unclassified (U) zones unless otherwise provided in this chapter. (Any land within the city and not designated or indicated on the zoning maps shall be in the U zone.)

§ 10-3.1102 USES PERMITTED.

All uses not otherwise prohibited by law shall be permitted provided that a use permit shall first be secured for any use to be established in any U zone.

§ 10-3.1103 SITE AREA; HEIGHT OF STRUCTURES; YARD REQUIREMENTS.

Building site area requirements, building height limits, and yard requirements shall be as specified in the use permit.

INDUSTRIAL PARK ZONES (IP)

§ 10-3.11.501 IP ZONES.

The regulations set forth in this subchapter shall apply in all Industrial Park (IP) zones unless otherwise provided in this chapter.

§ 10-3.11.502 PURPOSE.

The purpose of the regulations set forth in this subchapter is to provide a set of regulations which will insure the creation of an environment exclusively for, and conducive to, the development and protection of modern, large-scale administrative facilities, research institutions, specialized manufacturing organizations, and distributions centers for major retail outlets, all of a type in which the architecture, landscaping, and operations of the uses are such that each is a credit to the other, and investments in well-designed and maintained plants and grounds are secured by the maintenance of the highest standards throughout the district.

§ 10-3.11.503 PERMITTED USES.

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

(1) Apparel and other finished products made from fabrics and similar materials;

(2) Books, newspaper and magazine printing and publishing and allied industries;

(3) Electrical and electronic instruments, machinery, equipment and supplies manufacturing;

(4) Furniture and fixture manufacturing;

(5) Fabricated metal products manufacturing, except ordnance machinery and transportation equipment;

(6) Leather and leather products;

(7) Textile mill products;

(8) Professional, scientific, and controlling instruments;

(9) Photographic and optical goods;

(10) Watches and clocks.

(11) Cultivation, distribution, manufacturing, testing labs as authorized under the Cannabis Permit Ordinance of the City of Madera in Chapter 5 of Title VI of the Madera Municipal Code.

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

§ 10-3.11.503.1 USES REQUIRING AN ADMINISTRATIVE APPROVAL ~~ZONING PERMIT~~.

(A) Uses permitted with an Administrative ~~Zoning Administrator's permit~~Approval:

(1) Gas and electric transmission lines, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations, and elevated pressure tanks;

(2) Chemicals and allied product manufacturing;

(3) Rubber and miscellaneous plastics manufacturing;

(4) Processing, warehousing and wholesale distribution of food and kindred products manufacture.

§ 10-3.11.504 ACCESSORY USES.

The following structures and uses shall be permitted in IP zones when accessory to a use permitted by the provisions of this subchapter:

(A) Incidental sales in connection with a permitted use;

(B) Accessory uses and structures customarily appurtenant to a permitted use; and

(C) Recreational facilities for employees and guests.

§ 10-3.11.505 USES REQUIRING USE PERMITS.

(A) The following uses shall be permitted with a Use Permit:

(1) Warehousing and wholesale distribution of manufactured or assembled products; and

(2) Any research or light manufacturing use which is determined by the Commission to be consistent with the purposes of this subchapter, which will not impair the present or potential uses or values of adjacent parties nor be detrimental to the public health, safety, peace, morals, comfort, or general welfare of the community, and which conforms to the performance standards set forth in this subchapter.

§ 10-3.11.506 PERFORMANCE STANDARDS.

All uses in IP zones shall meet the following performance standards.

(A) Noise. The maximum sound pressure level of activities other than street or highway transportation, temporary construction work, or temporary oil or gas drilling or exploration operations, as determined by the City Engineer, shall not exceed the standards for octave bands within the frequency limits given below after applying the correction factors:

(1) Noise at zone boundaries. At no point on the boundary of an IP zone shall the sound pressure level of any individual operation, use, or plant exceed the decibel levels in the designated octave bands set forth below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)
0 - 75	72
75 - 150	67
150 - 300	59
300 - 600	52
600 - 1,200	46
1,200 - 2,400	40
2,400 - 4,800	34
Above 4,800	32

(2) Noise at property lines. At no point on the lot lines of any property shall the sound pressure level of any individual operation, use or plant exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels (.0002 Dynes/cm2)
0 - 75	80
75 - 150	75
150 - 300	70
300 - 600	64
600 - 1,200	58
1,200 - 2,400	53
2,400 - 4,800	49
Above 4,800	46

(3) Corrective factors in noise measurement. To any irregular or impulsive noise, one or more of the following corrective factors shall be added to the values permitted sound level:

Character of Noise	Correction in Decibels
Occurs between 10:00 p.m. and 7:00 a.m.	Minus 10
Noise source operates less than a total of 30 minutes in any day	Plus 10
Noise of impulsive character, such as hammering	Minus 5

(B) Air pollution. There shall be no discharge into the atmosphere, from any source, of particulate matter in excess of 0.3 grams per cubic foot of gas at standard conditions. There shall be no emission of gas, smoke, particulate material, dust, or other air contaminants for a period or periods aggregating more than three minutes in any one hour which contaminants are:

(1) As dark or darker in shade as that designated as No. 2 on the Ringelmann Chart as published by the US Bureau of Mines; or

(2) Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described in subsection § 10-3.11.506(B)(1) of this subsection.

(C) Odor. Odors from gases shall not be in such quantity as to be offensive beyond the lot lines of the use.

(D) Vibration. Vibration from any machine, operation, or process shall not cause a perceptible motion at the lot lines.

(E) Glare and heat. Glare and heat from any source shall not be produced beyond the lot lines.

(F) Radioactivity and electrical disturbances. The use of radioactive materials within IP zones shall be limited to measuring, gauging, and calibration devices, such as tracer elements in X-ray and like apparatus, and in connection with the processing and preservation of foods. All electrical and electronic devices and equipment shall be suitably wired, shielded, and controlled so that in operation they shall not, beyond the lot lines, emit any electrical impulses or waves which will adversely affect the operation and control of any other electrical or electronic devices and equipment.

§ 10-3.11.507 HEIGHT REGULATIONS.

No structure in the IP zones shall exceed 50 feet in height except upon approval of a conditional use permit by the Planning Commission.

§ 10-3.11.508 LOT AREA.

The minimum building site area in IP zones shall be one acre.

§ 10-3.11.509 LOT WIDTH.

The minimum lot width in IP zones shall be 150 feet.

§ 10-3.11.510 LOT DEPTH.

The minimum average lot depth in IP zones shall be 150 feet.

§ 10-3.11.511 LOT COVERAGE.

Not more than 50% of the lot area in IP zones shall be covered with buildings.

§ 10-3.11.512 YARD REQUIREMENTS.

The following yards shall be required in IP zones:

(A) Front yards. Front yards shall have a minimum depth of 50 feet.

(B) Side yards. There shall be a minimum combined side yard width of 40 feet for both sides, and no one side yard shall have a width of less than ten feet. For every one foot the building exceeds 30 feet in height, one additional foot of side yard shall be required on each side. Side yards on the street side of corner lots shall be equal in depth to the front yard requirements set forth in subsection § 10-3.11.512(A) of this section.

(C) Rear yards. Rear yards shall have a minimum depth of 20 feet.

§ 10-3.11.513 USES IN BUILDINGS.

All uses in IP zones shall be conducted wholly within a completely enclosed building, except for off-street parking and loading, store age, and the disposal of trash and refuse.

§ 10-3.11.514 DISPOSAL FACILITIES.

Trash and refuse collection and disposal facilities in IP zones shall be enclosed by a solid fence or hedge no lower in height than the facilities themselves.

§ 10-3.11.515 OFF-STREET PARKING.

All vehicle parking, including trucks, trailers, and employee and visitor parking, in IP zones shall be provided on the premises. All parking areas shall be paved. Parking shall not be located in the required front yard or street side yard of a corner lot, except that a visitor parking area shall be permitted in the required front yard.

§ 10-3.11.516 STORAGE.

Outside storage in IP zones shall not be permitted unless concealed from the view from a public street by a solid fence or hedge.

§ 10-3.11.517 FENCES.

No fence shall be permitted in the required front yard or in the required side yard for the street side of corner lots in IP zones.

§ 10-3.11.518 OFF-STREET LOADING.

Off-street loading in IP zones shall be within the building or in side or rear yards separated and protected from any traveled way by a fence or hedge not less than six feet in height.

§ 10-3.11.519 LANDSCAPING.

A minimum of 15 feet of front and street side yards in IP zones shall be permanently landscaped.

§ 10-3.11.520 TYPE OF FUEL.

Manufacturing and industrial processes in IP zones shall use only natural gas or electricity as fuel unless otherwise authorized by a use permit.

§ 10-3.11.521 BUILDINGS.

(A) All buildings, except as noted in subsection § 10-3.11.521(B), (C), and (D) below, shall be subject to review and shall be approved by the Development Review Committee.

(B) Temporary buildings for temporary construction purposes are a permitted use.

(C) Temporary or portable-type buildings for uses other than that specified in subsection § 10-3.11.521(B) may be permitted subject to approval of a use permit by the Planning Commission. The use permit review shall consider the need for the building, the time frame for its use, the location of the building, its compatibility with surrounding uses, and provision of skirting and screening of axles and mechanical equipment.

(D) Notwithstanding subsection § 10-3.11.521(C), temporary buildings for a short-term use, not to exceed a total of nine months, may be permitted with approval from the Planning Director subject to the review considerations set forth in subsection § 10-3.11.521(C) above.

§ 10-3.11.522 SIGNS.

Each parcel of land in IP zones shall be permitted a maximum of two signs, with a total aggregate surface area of 250 square feet but not to exceed 150 square feet per sign. The sign height shall be 15 feet. Signs shall only identify the on-site operation and products. All signs shall be subject to review and shall be approved by the Development Review Committee. All signs shall be subject to review and approval as required by Chapter 6 of this title.
=

SPECIFIC PLAN ZONES (SP)

§ 10-3.11.601 PURPOSE AND APPLICATION.

The purpose of the SP zone is to accomplish the following:
(A) To provide a framework for how to analyze project level development standards and permitted uses in the SP zone district; and
(B) To provide a framework and requirements for approving specific plans proposed in the city by establishing a development review framework for comprehensibly planned communities pursuant to Cal. Gov't Code §§ 65450 to 65457 for the preparation of specific plans.

§ 10-3.11.602 APPLICABILITY.

(A) For properties already zoned SP, the allowed uses, allowed density, and required property development standards shall be as outlined in the applicable specific plan. Where the regulations of a specific plan are silent or not specifically referenced, the comparable regulations of these zoning regulations and all adopted ordinances, regulations, standards, and guidelines of the city shall apply, subject to the Planning Director's discretion, unless otherwise declared by the Planning Commission.
(B) For properties proposed to be rezoned to the SP zone, a specific plan meeting the requirements outlined below is required and must be submitted concurrently with the rezone request. The SP zone, including all standards and processes, is available to all new development proposals within the city, except those areas within the city limits already regulated by an existing adopted specific plan and approved prior to the adoption of this subchapter. Those areas shall be exempt from this chapter, and all activities within such areas shall be subject to the existing standards and procedures of the applicable specific plan.
(C) All new SP zones must encompass an area of no less than five acres of contiguous property.

§ 10-3.11.603 SPECIFIC PLAN REQUIRED ELEMENTS.

A specific plan shall provide regulations and design standards governing the minimum and maximum development parameters of all real property within the proposed SP zone district. All specific plans prepared and adopted under §§ 10-3.11.601 et seq. shall be consistent with the requirements of Cal. Gov't Code § 65450 as amended, and shall include, at a minimum, the following:
(A) Purpose. State the relationship to the goals and policies of the General Plan.

(B) Setting. State the existing and regional setting to establish the conditions and reasons for the project.

(C) Proposed land uses. Establish the distribution, type, definitions of, and regulations for all proposed land uses. The uses described within the specific plan shall be designed and developed in a manner consistent with the General Plan and § 10-3.11.604 below.

(D) Development standards. Establish all regulating policies and include all of the following for all building types:

(1) Building height, setbacks, massing, and design standards;

(2) Lot area, width, depth, and structural limitations;

(3) Maximum number of dwelling units and the maximum residential density (of the Specific Plan area and any individual site or portion);

(4) Usable open space provisions and requirements within the development;

(5) Off-street parking and loading facilities;

(6) Design and development standards (architectural, landscape, streetscape, street furniture, utilities, fence/wall types, and the like), which may include design themes or similar architectural treatments to control future construction of buildings on parcels covered by the Specific Plan. Site planning at the perimeter of the zone boundaries shall provide for the mutual protection of the zone and the surrounding property;

(7) Signage requirements shall be addressed, either through Chapter 6 of Title 10 (Sign Regulations) or by a unique sign program codified in the specific plan; and

(8) All areas for storage of vehicles, maintenance equipment, refuse and collection facilities, manufactured products, or other similar materials used by or in a manufacturing/fabricating process on-site shall be prohibited or shall be enclosed by a decorative, block, or brick wall and/or landscape screening in combination.

(E) Site planning. Establish a comprehensive map of all major streets, open spaces, private and public property, and land uses for all affected property, consistent with the intent of the General Plan.

(1) Consider and preserve environmentally sensitive resources (water courses, view sheds, drainage areas, wooded areas, rough terrain [canyons, ravines, steep slopes, ridges, knolls, promontories], and other similar natural features) and make provisions to retain natural features and amenities found on-site.

(2) Provide landscape architectural concept plans and standards, including project entries, streetscapes, fencing details, lighting, signage, utility, and street furniture.

(F) Infrastructure. Identify the proposed distribution, extent, intensity, and location of major components of public and private circulation/transportation, drainage, energy, sewers, solid waste disposal, water, and other essential facilities proposed.

(1) Include written analysis detailing plans for the construction, improvement, or extension of transportation facilities, public utilities, and all other public facilities/services required to serve the properties.

(2) Dedicate all public right-of-ways and public park spaces within or abutting the development to applicable city specifications.

(3) Private streets and alleys shall be designed to public street standards (where applicable), or propose modifications, and be privately owned and maintained for their intended purpose without public cost or maintenance responsibility.

(4) Consideration of other forms of access, such as pedestrian ways, paseos, courts, plazas, driveways, horse trails, bike trails, or open public parking areas, may be made at the time of specific plan consideration by the city.

(G) Maintenance. Provisions assuring the continued maintenance of private property, grounds, and all common areas shall be required.

(H) Phasing. Specific plans developed in phases or neighborhoods over a period of time, not developed in a consecutive and uninterrupted manner, shall be required to process each phase or neighborhood through separate entitlement processes.

§ 10-3.11.604 ALLOWED LAND USES.

(A) All use of lands within the SP zones shall be compatible with the purpose and intent of these zoning regulations.

(B) All use of lands within the SP zones shall be consistent or made consistent with the General Plan Land Use Map, which may include varying densities of residential, commercial, and/or industrial development.

(C) A new specific plan shall be processed using the same procedure as a General Plan amendment as well as a change of zone boundaries per §§ 10-3.1501 et seq.

OFF-STREET PARKING REGULATIONS

§ 10-3.1201 GENERAL REQUIREMENTS.

(A) It is the purpose of this section to allow evaluation of off-street parking requirements for vehicles to prevent or lessen the traffic congestion and parking problems on public streets and to leave street parking available to persons making short-term visits for shopping, personal business and related activities. Off-street parking and off-street loading facilities shall be provided incidental to new land uses and major alterations and enlargements of existing land uses. Major land use development proposals will be expected to meet on-site parking requirements and, for customer satisfaction, should want to provide parking for their convenience. On-site parking is a normal part of land use development and satisfying Code requirement will be the rule and not the exception. Allowing large scale or high intensity land uses an exception to Code requirements, or to pay in-lieu fees, may have a tendency to over-load the city's existing parking inventory on at least a short-term basis, and in the case of some areas, exceed the city's ability to satisfy long-term needs. The number of parking spaces and the number of loading berths prescribed in this subchapter, or to be prescribed by the Planning Commission, shall be proportional to the need for such facilities created by the particular type of land use. Off-street parking and loading areas shall be laid out in a manner that will ensure their usefulness, protect the public safety, and, where appropriate, insulate surrounding land uses from their impact. The provisions of this subchapter are intended to:

(1) Provide clear standards for parking requirements;

(2) Provide parking requirements that are appropriate for specified land uses;

(3) Provide for flexibility in meeting parking requirements;

(4) Ensure that parking requirements are consistent with the land use goals of the community; and

(5) Discourage unnecessary curb cuts and the loss of on-street parking spaces through the construction of driveways downtown.

The provisions of this subchapter are also intended to deal with major problems, conditions, and needs which are apparent in attempting to provide sufficient off-street parking facilities in areas of intense commercial development, including:

(1) The difficulty in assembling land by private means;

(2) The often excessive time required in assembling land by private means;

(3) The varying financial capabilities and traffic generating characteristics among the various types of commercial enterprises;

(4) The importance of avoiding the development of a fragmented pattern of off-street parking facilities which may bear little relation to the needs of a commercial area as a whole;

(5) The importance of prescribing regulations which will not inadvertently discourage private investment within the community while alleviating or preventing traffic congestion; and

(6) The importance of achieving a reasonable distribution of burden among private interests and the public at large consistent with their individual and collective responsibilities to provide off-street parking and loading facilities.

(B) Every building hereafter erected in the city shall be provided with parking spaces as provided in § 10-3.1202 of this subchapter, subject to the other provisions of this subchapter. Such parking spaces shall be made available and shall be maintained for parking purposes according to the required use of the building.

(C) Every building hereafter reconstructed, remodeled, or structurally altered shall be provided with parking spaces as required by the new use of the building. The parking spaces required by this subsection shall be determined by subtracting the number of parking spaces required by the provisions of § 10-3.1202 of this subchapter for the building as used prior to its reconstruction, remodeling, or structural alteration from the number of spaces required by § 10-3.1202 for the building for its proposed use after its reconstruction, remodeling, or structural alteration. Such parking spaces shall be made available and shall be maintained for parking purposes according to the required use of the building. For buildings other than dwellings, if the number of parking spaces thus determined does not exceed the number of spaces required by the provisions of § 10-3.1202 for the building as used prior to its reconstruction, remodeling, or structural alteration by at least 10% or by five spaces, whichever is greater, no additional parking space need be provided by reason of the reconstruction, remodeling, or structural alteration of the building. In the event it is not possible to determine the number of parking spaces required for a particular building in the manner set forth in this subsection, the Commission shall determine an adequate number of parking spaces for such a building based on standards comparable to those set forth in § 10-3.1202.

§ 10-3.1202 PARKING SPACES REQUIRED.

Except as provided in § 10-3.1205 of this subchapter, the number of off-street parking spaces required shall be as follows:

Use	Parking Spaces Required	Downtown Parking District Standards
Residential Dwellings	1 space for each bachelor or one bedroom dwelling unit and 1.5 spaces for dwelling unit having more than one bedroom, with one covered space per unit.	Same
Multi-Family Housing Projects	In addition to parking spaces required in residential dwellings above, all projects with six or more units shall also provide off-street parking for visitors at locations reasonably central to the units to be served at a rate of one space for the first five units and one space for each five units thereafter.	Same
Senior citizen housing projects under § 10-3.5.1 Affordable Housing Density Bonus	One covered parking space for each unit, plus one guest parking space provided at the rate of one space for every four units, which shall be located in close	Same

proximity and easily accessible to the units they are designated to serve. Employee parking shall be provided at a rate of one space per every two employees. Parking for a manager's quarters shall be required at the standard residential rate. Sufficient additional open space area shall be provided to allow for compliance with standard residential rates should the project be converted in whole, or in part, for occupancy by other than senior citizens.

Use	Parking Spaces Required	Downtown Parking District Standards
esidential Dwellings	aces for each bachelor or one bedroom dwelling unit and 1.5 spaces for dwelling unit having more than one bedroom. In each instance one space per unit must be covered.	Same
ulti-Family Housing Projects	dition to parking spaces required in residential dwellings above, all projects with six or more units shall also provide off-street parking for visitors at locations reasonably central to the units to be served.	Same
nior citizen housing projects under § 10-3.5.1 Affordable Housing Density Bonus	e cover parking space for each unit, plus one guest parking space provided at the rate of one space for every four units, which shall be located in close proximity and easily accessible to the units they are designated to serve. loyee parking shall be provided at a rate of one space per every two employees. Parking for a manager's quarters shall be required at the standard residential rate. fficient additional open space area shall be provided to allow for compliance with standard residential rates should the project be converted in whole, or in part, for occupancy by other than senior citizens.	Same

Use
Parking Spaces Required
Downtown Parking District Standards
Residential uses
Residential dwellings
1½ spaces for each bachelor or one bedroom dwelling unit and two spaces for dwelling unit having more than one bedroom. In each instance one space per unit must be covered.
Same

~~Multi-family housing projects~~

~~In addition to parking spaces required in residential dwellings above, all projects with six or more units shall also provide off-street parking for visitors at locations reasonably central to the units to be served at a rate of one space for the first four units and one space for each four units thereafter.~~

~~Same~~

~~Senior citizen housing projects under § 10-3.5.1 Affordable Housing Density Bonus~~

~~One cover parking space for each unit, plus one guest parking space provided at the rate of one space for every four units, which shall be located in close proximity and easily accessible to the units they are designated to serve.~~

~~Same~~

~~Employee parking shall be provided at a rate of one space per every two employees. Parking for a manager's quarters shall be required at the standard residential rate.~~

~~Sufficient additional open space area shall be provided to allow for compliance with standard residential rates should the project be converted in whole, or in part, for occupancy by other than senior citizens.~~

Use	Parking Spaces Required	Downtown Parking District Standards
Use	Parking Spaces Required	Downtown Parking District Standards
Rooming and lodging houses, fraternity and sorority houses, and private clubs having sleeping rooms	One space for each sleeping room.	Same
Motels	One space for each sleeping room, plus one space for each two employees.	Same
Hotels	One space for each three beds.	Same
Commercial and industrial uses		
Banks	One space for each 250 square feet of gross floor area.	Same
Business and professional offices	One space for each 300 square feet of gross floor area.	One space for each 450 square feet of gross floor area
Retail food stores	One space for each 250 square feet of gross floor area	One space for each 375 square feet of gross floor area
All other retail stores and personal service establishments, such as barber, beauty, and repair shops	One space for each 300 square feet of gross floor area	One space for each 450 square feet of gross floor area
Retail stores which handle only bulky merchandise, such as furniture, appliances, hardware, and similar establishments	One space for each 400 square feet of gross floor area, plus one space for each two employees.	One space for each 600 square feet of gross floor area

Motor vehicle sales, machinery sales, and auto repair garages	One space for each 400 square feet of gross floor area, plus one space for each two employees.	One space for each 600 square feet of gross floor area

Use	Parking Spaces Required	Downtown Parking District Standards

Use	Parking Spaces Required	Downtown Parking District Standards

Manufacturing, warehouses, storage uses, and wholesale houses	One space for each two employees, plus one space for each 300 square feet of office space and customer net floor area, plus one loading space for each 10,000 square feet of gross floor area.	One space for each two employees, plus one space for each 450 square feet of office space and customer net floor area, plus one loading space for each 10,000 square feet of gross floor area.
Places of assembly		
Establishments for the sale and consumption of food and beverages on the premises	One space for each three seats of a fixed nature, plus one space for each 50 square feet of net floor area available for non-fixed seating.	Same
Drive-in restaurants	One space for each three seats.	Same
Auditoriums	One space for each three seats.	Same
Theaters	One space for each five seats.	Same
Churches	One space for each four seats.	Same
Skating rinks, dance halls, and similar establishments	One space for each 50 square feet of net floor area used for dancing or skating or one space for each 200 square feet of gross floor area, whichever is greater.	Same
Libraries and museums	One space for each 400 square feet of gross floor area, plus one space for each two employees.	One space for each 600 square feet of gross floor area, plus one space for each two employees.
Mortuaries and funeral homes	One space for each vehicle used in conjunction with the establishment, plus one space for each two employees, plus one space for each four seats in the main chapel.	Same

Use	Parking Spaces Required	Downtown Parking District Standards

Use	Parking Spaces Required	Downtown Parking

		District Standards
All places of assembly without fixed seating, other than those uses set forth in establishments for the sale and consumption of food and beverages on the premises	One space for each 25 square feet of gross floor area used for assembly.	Same
Educational uses		
Elementary and junior high schools	One space for each faculty member and employee.	Same
High schools	One space for each individual employed on the campus, plus one space for each five students.	Same
Junior colleges, colleges, universities, and trade and draft schools	One space for each individual employed on the campus, plus one space for each two students not residing on the premises.	Same
Day care and nursery schools	One space for each employee	Same
School auditoriums, assembly halls, stadiums, and gymnasiums	One space for each three seats if such number will provide a greater number of spaces than set forth in elementary and junior high schools, high schools, and junior colleges, colleges, universities, and trade and draft schools.	Same
Health		
Medical and dental offices and clinics	Four spaces for each doctor, plus one space for each employee or one space for each 250 square feet of gross floor area, whichever is greater.	Same

Use	Parking Spaces Required	Downtown Parking District Standards
Use	Parking Spaces Required	Downtown Parking District Standards
Asylums, sanitariums, old-age homes, orphanages, convalescent homes, nursing homes, and children's homes	One space for each three beds plus one space for each two employees on the largest shift.	Same
Hospitals	One space for each two employees, plus one space for each doctor, plus one space for each three beds or one space for each 1,000 square feet of gross floor area, whichever is greater.	Same
Animal veterinary hospitals and clinics	Four spaces for each doctor, plus one space for each two employees.	Same

Public uses		
City, county, special districts, state, and federal administrative offices, excluding places of assembly	One space for each two employees, plus one space for each vehicle used in conjunction with the establishment, and one space for each 300 square feet of gross floor area.	Same
Public buildings and grounds, other than administrative offices and educational uses	One space for each two employees on the maximum work shift, plus the number of additional spaces prescribed by the Commission.	Same
Utility uses		
Electric distribution and transmission substations, gas regulator stations, sewage treatment plants, and other utility buildings and uses	One space for each two employees on the maximum work shift, plus one space for each 300 square feet of net floor open to the public.	Same

Use	Parking Spaces Required	Downtown Parking District Standards
Transportation facilities		
Airports, heliports, bus stations, truck terminals, and railroad stations and yards	One space for each two employees on the maximum work shift, plus the number of additional spaces prescribed by the Commission.	Same

§ 10-3.1203 PARKING REQUIREMENTS FOR USES NOT SPECIFIED.

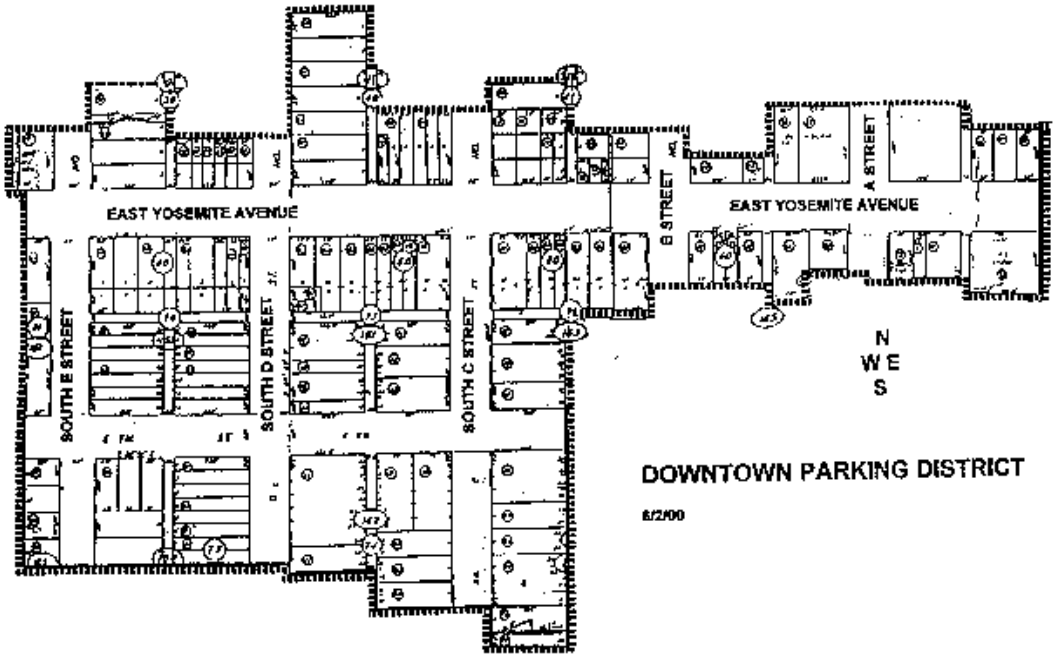
Where the parking requirements for a use are not specifically defined by this subchapter, the parking requirements for such use shall be determined by the Commission, and such determination shall be based upon the requirements for the comparable use specified in this subchapter.

§ 10-3.1204 IN LIEU PAYMENTS.

Within any parking district created under the Parking District Act of 1951 or any other Parking District Act approved by the City Council, in lieu of furnishing the parking spaces required by the provisions of this subchapter in case of the reconstruction, remodeling, or structural alteration of an existing building which has no existing off-street parking facilities or insufficient off-street parking facilities for its existing use, the parking requirements for such new, different, or expanded use may be satisfied by the payment to the city, prior to the issuance of a building permit, of the sum of $4,500 per parking space for each parking space required by the provisions of this subchapter. Such funds shall be deposited with the city in a special fund and shall be used and expended exclusively for the purpose of acquiring and developing off-street parking facilities located, insofar as practical, in the general vicinity of the buildings for which

the in lieu payments were made. Said parking fee shall be adjusted as required by the City Council based on the yearly increase in the Federal Consumers Price Index, or to more accurately reflect the cost of constructing off-street public parking facilities. Funds paid to the city for in-lieu parking shall not be refundable, in case of destruction or removal of the structure or land use for which the funds were paid. All in-lieu parking fees shall be paid prior to issuance of the first permit (any business license or building permit) for which the in-lieu fees are required.

(A) Downtown parking district.



(B) The determination for allowing payment of in-lieu fees for all or a part of the on-site parking otherwise required by the provisions of this subchapter shall be made by the Planning Commission on an individual basis in response to a request for exception filed by the applicant for the proposed new, different or expanded use. Parking adjustments provided under these provisions shall not decease the number of parking spaces otherwise required by this subchapter.

(C) Payment of in-lieu fees will generally be allowed only as a special exception, or applicable only under special circumstances.

(D) The Planning Commission will utilize the followings guidelines when evaluating a request for on-site parking exceptions:

(1) Payment of in-lieu fees may be considered for additions, expansions, or intensification.

(2) Payment of in-lieu fees may be considered when parcel size, shape, location, or limitations on access prevent development of on-site parking that would meet the design standards of this subchapter.

(3) If it is determined that providing parking on some sites will result in the loss of existing or potential on-street parking spaces due to the location of driveways or other improvements, the Planning Commission will consider the cumulative effect of providing off-street parking relative to the net gain in total parking spaces.

(4) Requests for exceptions involving properties that would otherwise be able to provide on-site parking meeting the requirements of this subchapter may be approved subject to meeting specific conditions, including but not limited to:

(a) Providing sufficient on-site parking to meet employee demands based on the maximum number on a peak shift or peak hour;

(b) Providing sufficient on-site handicapped parking spaces to meet standard requirements based on the number of spaces which would otherwise be required by this subchapter without consideration of in-lieu fees;

(c) Provide loading spaces that would otherwise be required for the proposed use based on the provisions of this subchapter.

(5) The following uses shall be excluded from requesting an exception to the parking provisions of this subchapter:

(a) All residential uses;

(b) All places of assembly (theaters, churches, lodges, etc.);

(c) All educational uses;

(d) All public uses.

(E) In granting an exception from the parking requirements of this subchapter and authorizing the payment of in-lieu fees, the Planning Commission must make at least one or more of the following findings:

(1) The project site for which the parking requirement applies is 5,000 square feet or less in size and has less than fifty feet (50') of street frontage.

(2) The construction of required driveway(s) for on-site parking would result in the excessive loss of curb parking on street.

(3) Because of special circumstances applicable to the property, including size, shape, location, or surroundings, the proposed use cannot conform with the strict application of the parking regulations and the property would be deprived of privileges enjoyed by other property in the vicinity.

(4) The applicant, as determined by the Planning Commission, has diligently pursued meeting the parking requirements both on-site and off-site, but has been unsuccessful in meeting the requirements.

(5) Exceptions shall be granted only when the establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.

(6) Any exception granted may be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

§ 10-3.1205 EXEMPTIONS FROM PARKING SPACE REQUIREMENTS.

(A) Existing buildings and uses. None of the requirements of this subchapter for off-street parking spaces shall apply to the use of a building in existence on August 1, 1978. No building, as it is used on August 1, 1978, shall be deemed to be nonconforming solely by reason of the lack of off-street parking spaces, provided that any portion of the premises available for off-street parking in connection with such building shall not be utilized for any purpose other than off-street parking if necessary to meet the requirements of this subchapter.

(B) Parking districts. None of the provisions of this subchapter which require the provisions of off-street parking spaces in connection with the use of property for commercial or industrial purposes shall apply to any parcel of existing improved property which is located within any parking district formed and existing under the Parking District Act of 1951 or any other parking district act approved by the Council, except any area within any such district which is available for off-street parking shall not be improved or changed without payment of the in lieu fees provided in § 10-3.1204. Determination of an area available for parking shall be made by the Planning Director whose determination shall be subject to review by the Planning Commission.

(C) Vacant parcels demolition and new facilities. None of the exemptions provided for in this section apply to vacant parcels of property or on parcels where existing buildings are demolished and a new facility is constructed, either in or out of a parking district.

§ 10-3.1206 REQUIRED IMPROVEMENT AND MAINTENANCE OF PARKING AREA.

Every lot used as a public or private parking area and having a capacity of five or more vehicles shall be developed and maintained in the following manner:

(A) Surface of parking area. Off-street parking areas shall be paved or otherwise surfaced and maintained so as to eliminate dust or mud and shall be so graded and drained as to dispose of all surface water. In no case shall such drainage be allowed to cross sidewalks, unless approved by the City Engineer.

(B) Border barricades, screening, and landscaping.

(1) Every parking area not separated by a fence from any street or alley property line upon which it abuts shall be provided with a suitable concrete curb or timber barrier not less than six inches in height, located not less than two feet from such street or alley property lines, and such curb or barrier shall be securely installed and maintained; provided, however, no such curb or barrier shall be required across any driveway or entrance to such parking area.

(2) Every parking area abutting property located in any R or PD zone shall be separated from such property by a solid wall, view-obscuring fence, or compact evergreen hedge a maximum of eight feet in height measured from the grade of the finished surface of such parking lot closest to the contiguous R or PD zone property, and a minimum of six feet in height as measured from the finished grade of the adjacent residential property; provided, however, no fence over three feet in height shall be constructed or grown to the front of any adjacent dwelling or within 25 feet of the street corner of any corner lot.

(3) The lights provided to illuminate any parking area or used car sales area permitted by this subchapter shall be arranged so as to reflect the light away from any premises upon which a dwelling unit is located.

(C) Entrances and exits. The location and design of all entrances and exits shall be subject to the approval of the City Engineer.

§ 10-3.1207 GENERAL REGULATIONS AND CONDITIONS.

The following regulations and conditions shall apply to all off-street parking facilities:

(A) Size and access. Each off-street parking space shall have a width of not less than nine feet and a length of not less than 19 feet except that up to 25% of the required parking spaces may be designated for compact car use in parking lots provided for uses other than residential dwelling units and having at least ten spaces. Compact car spaces shall have a minimum width of eight feet and a minimum length of 16 feet. Every space designated to accommodate compact cars shall be clearly marked as a compact space. Each space shall have adequate ingress and egress. Parking lot dimensions shall be set forth in the city standard specifications. When the required covered parking space for a dwelling unit is converted into a different use and occupancy, such required car space shall be relocated and covered by a garage or carport in accordance with the provisions of this chapter.

(B) Location. Off-street parking facilities shall be located as follows (where a distance is specified, such distance shall be the walking distance measured from the nearest point of the parking facility to the nearest point of the building such facility is required to serve):

(1) For single or multiple-family dwellings, parking facilities shall be located on the same lot or building site as the buildings they are required to serve;

(2) For hospitals, sanitariums, rest homes, asylums, orphanages, rooming houses, lodging houses, club rooms, and fraternity and sorority houses, not more than 150 feet from the buildings they are required to serve; and

(3) For uses other than those set forth in subsections § 10-3.1207(B)(1) and (2) of this subsection, not over 300 feet from the building they are required to serve.

(C) Mixed occupancies in a building. In the case of mixed uses in a building or on a lot, the total requirements for off-street parking facilities shall be the sum of the requirements for the various uses computed separately. The off-street parking facilities for one use shall not be considered as providing the required parking facilities for any other use, except as set forth in subsection § 10-3.1207(D) of this section for joint use.

(D) Joint use. The Building Department, upon an application by the owner or lessee of any property, may authorize the joint use of parking facilities by the following uses or activities under the conditions set forth:

(1) Up to 50% of the parking facilities required by this subchapter for a use considered to be primarily a daytime use may be provided by the parking facilities of a use considered to be primarily a nighttime use; up to 50% of the parking facilities required by this subchapter for a use considered to be primarily a nighttime use may be provided by the parking facilities of a use considered to be primarily a daytime use, provided such reciprocal parking area shall be subject to the conditions set forth in subsection § 10-3.1207(D)(4) of this section.

(2) Up to 100% of the parking facilities required by this subchapter for a church or for an auditorium incidental to a public or parochial school may be supplied by parking facilities of a use considered to be primarily a daytime use, provided such reciprocal parking area shall be subject to the conditions set forth in subsection § 10-3.1207(D)(4) of this section.

(3) The following uses are typical daytime uses: banks, business offices, retail stores, personal service shops, clothing or shoe repair or service shops, manufacturing or wholesale buildings and similar uses. The following uses are typical of nighttime and/or Sunday uses: auditoriums incidental to a public or parochial school, churches, dance halls, theaters, and bars.

(4) Conditions required for joint use:

(a) The building or use for which application is being made for authority to utilize the existing off-street parking facilities provided by another building or use shall be located within 150 feet of such parking facility;

(b) The applicant shall show that there is no substantial conflict in the principal operating hours of the building or uses for which the joint use of off-street parking facilities is proposed; and

(c) If the building, structure, or improvement requiring parking space is in one ownership, and the required parking space provided in another ownership, partially or wholly, there shall be a recording in the office of the County Recorder of a covenant by such owner for the benefit of the city in the form first approved by the city that such owner will continue to maintain such parking space so long as the building, structure, or improvement is maintained within the city. The covenant herein provided shall stipulate that the title to and right to use the lots upon which the parking space is to be provided will be subservient to the title to the premises upon which the building is to be erected and that it is warranted that such lots are not and will not be made subject to any other covenant or contract for use without the prior written consent of the city as authorized by the Council.

(E) Common facilities. Common parking facilities may be provided in lieu of the individual requirements contained herein, but such facilities shall be approved by the Building Department as to size, shape, and relationship to business sites to be served, provided the total of such off-street parking spaces, when used together, shall not be less than the sum of the various uses computed separately.

(F) Plans. Plans of the proposed parking area shall be submitted to the Building Department at the time of an application for a building permit for any building to which the parking area is accessory. The plans shall clearly indicate the proposed development, including the location, size, shape, design, curb cuts, lighting, landscaping, and other features and appurtenances of the proposed parking lot.

(G) Accessibility. Parking spaces shall be easily accessible by standard-size automobiles, shall be so designed as to be accessible from a public street or alley, and shall be located so that sufficient area is available for maneuvering purposes.

(H) Stalls. No parking space shall be so located as to require the moving of any vehicle on the premises in order to enter into or proceed out of any other stall; provided, however, this provision need not apply in the event the parking facility has an attendant at all times during the use of such facility.

(I) Backing onto streets. Automobile parking so arranged as to require the backing of motor vehicles from a parking space, garage, or other structure onto a major street, as designated by the Council, shall be prohibited when either or both of the following conditions exist:

(1) The property is adjacent to, and contiguous to, a public alley; or

(2) The width of the lot and/or the nature of the design of the existing and/or proposed structures is such that vehicles leaving the property may do so by moving in a forward direction with relation to the street.

(J) Fractional spaces. When units of measurements determining the number of required parking spaces result in a requirement of a fractional space, any fraction of ½ or greater shall require one parking space.

(K) Waiting areas. Adequate ingress, egress, and waiting areas for such uses as drive-in movies, banks, and restaurants shall be provided on the subject lot as required by the City Traffic Engineer.

(L) Loading spaces.

(1) In any zone, in connection with every building, or part thereof, erected on, or after, August 4, 1978, having a floor area of 5,000 square feet or more, which building is to be occupied by manufacturing, storage, warehouse, goods display, retail store, wholesale storage, market, hotel, hospital, mortuary, laundry, dry cleaning, or other uses similarly requiring the receipt or distribution by vehicles of material or merchandise, there shall be provided and maintained on the same parcel with such building at least one off-street loading space, plus one additional loading space for each additional 20,000 square feet, or fraction thereof, of gross floor area.

(2) Each loading space shall be not less than ten feet in width, 35 feet in length, and 14 feet in height.

(3) No such space shall be located closer than 50 feet to any parcel in any R zone, unless wholly within a completely enclosed building, or unless screened by a solid wall not less than eight feet in height.

§ 10-3.1208 PARKING IN THE R ZONES.

Every parking area located in an R zone shall be governed by the following provisions in addition to those required by § 10-3.1206 of this subchapter:

(A) Such parking area shall be incidental to, and accessory to, a use permitted in the zone in which the property is located or shall be incidental to, and accessory to, a commercial or industrial use located in a commercial or industrial zone immediately adjacent to the zone in which the property is located.

(B) Such parking area shall be so located that its boundary shall be adjacent to the site of the establishment to which it is accessory, except that the parking area may be separated from such site by an alley.

(C) Such parking area shall be used solely for the parking of private passenger vehicles.

(D) No sign of any kind, other than one designating entrances, exits, or conditions of use, shall be maintained on any such parking lot. Any such sign shall not exceed eight square feet in area.

USE PERMITS

§ 10-3.1301 USE PERMIT PREREQUISITE TO BUILDING PERMIT.

No building permit shall be issued in any case where a use permit is required by the terms of this chapter unless and until such permit has been granted by the Commission or Council and then only in accordance with the terms and conditions of the use permit granted. Use permits, revocable, conditional, or valid for a term period, may be issued for any of the uses or purposes for which such permits are required or permitted by the provisions of this chapter.

§ 10-3.1302 APPLICATION.

Applications for use permits shall be made in writing to the Commission on a form prescribed by the Commission. The applications shall be filed with the Planning Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and become a part of the permanent official records of the city.

§ 10-3.1303 FILING FEE.

Each application for a use permit shall be accompanied by a fee as established by resolution of the City Council; provided, however, public agencies shall not be required to pay such fee.

§ 10-3.1304 INFORMATION REQUIRED WITH APPLICATION.

The application for a use permit shall set forth in detail such facts as may be required by the Commission.

§ 10-3.1305 INVESTIGATION OF APPLICATION.

The Commission shall cause to be made by its own members, or members of its staff, such investigation of facts bearing upon the application as will serve to provide all necessary information to assure that the action on each application is consistent with the intent and purposes of this chapter.

§ 10-3.1306 PUBLIC HEARINGS.

(A) Whenever required by the provisions of this subchapter, or whenever deemed advisable by the Planning Commission, a public hearing shall be held on an application for a use permit. Not less than ten days before such public hearing, notice shall be given of such hearing in the following manner:

(1) By one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(2) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(3) In addition, for new commercial uses to be located in an existing tenant space in any commercial area, a notice shall also be conspicuously posted on the window or door of the establishment. The notice shall be a minimum of 11 × 17 inches, contain the information specified in § 10-3.1306(A) above, and shall be brightly colored as a means of attracting attention to its content.

(4) Notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

(5) The public review period for the environmental determination shall be consistent with the requirements of the California Environmental Quality Act ~~(negative declaration) shall not be less than 21 calendar days (30 days if State Clearinghouse review is required)~~.

(6) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

(B) The hearing shall be held pursuant to the rules for conduct established by the Planning Commission.

§ 10-3.1307 ACTION BY COMMISSION.

(A) The action by the Commission upon the application for a use permit shall be by a majority of the members of the Commission present at the meeting where such application is considered.

(B) In order to grant any use permit, the ~~findings of the~~ Commission shall first find that all of the following apply~~be that the establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city. For the purposes of this section the establishment, maintenance or operation of the use or building shall be deemed to be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city if any of the following conditions can be found or can be reasonably expected to exist after establishment~~:

(1) The proposal is consistent with the General Plan and Zoning Ordinance. ~~The commission of three or more violent felonies (crimes against the person) and/or narcotic or dangerous drug sales within the subject premises or in the area immediately adjacent thereto.~~

(2) The proposed use will be compatible with the surrounding properties. ~~The arrest of the owner and/or an employee for violations occurring within the subject premises, or in the area immediately adjacent thereto, which violations can be found to be reasonably related to the operation of the business.~~

(3) The establishment, maintenance, or operation of the use or building applied for will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the City. ~~The sustaining by the subject premises of an administrative suspension or revocation or other such sanction as may be imposed by the California State Department of Alcoholic Beverage Control, including payment in lieu of such suspension or revocation.~~

~~(4) The failure by the owner or other person responsible for the operation of the premises to take reasonable steps to correct objectionable conditions after having been placed on notice by the official of the city that such conditions exist. Such official may include, but not be limited to the: Code Enforcement Officer, Police Chief, Fire Marshall or City Attorney. Objectionable conditions may include, but not be limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passers by, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking or excessive loud noise. Such conduct shall be attributable to the subject premises whether occurring within the subject premises or in the area immediately adjacent thereto.~~

(C) The Commission may designate such conditions in connection with the use permit as it deems necessary to secure the purpose of this chapter and may require such guarantees and evidence that such conditions are being or will be complied with.

(D) Use permits issued authorizing the sale of alcoholic beverages for consumption on the premises shall include a requirement that such permits shall be subject to annual review by the Planning Commission for determination of compliance with the terms and conditions of the issuance of such permits and for termination thereof, as more particularly provided in § 10-3.1311 of this code.

§ 10-3.1308 EFFECTIVE DATE.

No use permit granted by the Commission shall become effective until after an elapsed period of 10~~5~~ days from the date of the action by the Commission.

§ 10-3.1309 APPEALS.

During the period of 10~~5~~ days referred to in § 10-3.1308 of this subchapter, written appeal from the action of the Commission may be taken to the Council by any person aggrieved or affected by any determination by the Commission in connection with any application for a use permit or upon failure of the Commission to make its determination on any application within 30 days from the date of receipt by the Commission from the Planning Director of the application. Such appeal shall be filed in triplicate with the City Clerk and shall state the grounds therefor and wherein the Commission failed to conform to the requirements of this chapter. The City Clerk shall forthwith transmit one copy of the appeal to the Planning Director. The appeal shall stay all proceedings in furtherance of the action appealed from until the determination of the appeal, and the use permit shall not become effective until the determination of the appeal.

§ 10-3.1310 ACTION ON APPEALS BY COUNCIL.

(A) The Council, at its next duly held meeting, shall set a date and time for a public hearing on the appeal and shall cause notice of such hearing to be posted in the vicinity of the property described in the application.

(B) The Commission shall submit to the Council a report setting forth the reasons for the action taken by the Commission, or a member of the Commission shall be present at such public hearing to represent the Commission.

(C) The Council shall render its decision within 60 days after the filing of such appeal.

(D) Review by the Council is de novo. The Council may, by resolution, affirm, reverse, or modify, in whole or in part, any decision, determination, or requirement of the Commission but before granting any appealed petition which was denied by the Commission, or before changing any of the conditions imposed by the Commission in a use permit granted by the Commission~~, the Council shall make a written finding of fact setting forth wherein the Commission's findings were in error.~~

(E) A five-sevenths vote of the whole of the Council shall be required to grant, in whole or in part, any appealed application denied by the Commission.

§ 10-3.1311 TERMINATION AND REVOCATION.

(A) Any use permit granted by the city as herein provided shall be conditioned upon the privileges granted therein being utilized within 12 months after the effective date thereof. Failure to utilize such permit within such 12-month period shall render the permit null and void unless a written request for extension is submitted to the Planning Commission prior to the expiration of the permit. The Planning Commission shall review the request at its next regular meeting and may grant or conditionally grant an extension as it deems appropriate. Use permits utilized but later abandoned for a period of 12 consecutive months shall automatically terminate unless a written request for extension is submitted and approved as described in this section.

(B) All use permits which have been granted as provided in this chapter may be revoked by the Commission after a hearing as set forth below in the event the user of such permit, or his or its successor in interest to the real property in favor of which the permit was granted, breaches or fails to abide by any of the conditions designated in such permit, or conducts any use or activity on such property contrary to the provisions of this code, provided, however, special rules and regulations apply to use permits issued authorizing the sale of alcoholic beverages. Use permits which have been granted as provided in this chapter authorizing the sale of alcoholic beverages for consumption on [or off] the premises shall be subject to annual review for a determination of compliance with all of the terms and conditions of the issuance of the permit and to determine the existence of conditions or occurrences that are or may contribute to the detriment of the health, safety, peace, morals, comfort and general welfare of the persons

residing or working in the neighborhood of the use or detrimental or injurious to property and improvements in the neighborhood or general welfare of the city. For the purposes of this section the establishment, maintenance or operation of the use or building shall be deemed to be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city if any of the following conditions can be found to exist:

(1) The commission of three or more violent felonies (crimes against the person) and/or narcotic or dangerous drug sales within the subject premises or in the area immediately adjacent thereto.

(2) The arrest of the owner and/or an employee for violations occurring within the subject premises, or in the area immediately adjacent thereto, which violations can be found to be reasonably related to the operation of the business.

(3) The sustaining by the subject premises of an administrative suspension or revocation or other such sanctions as may be imposed by the California State Department of Alcoholic Beverage Control, including payment in lieu of such suspension or revocation or other sanction.

(4) The failure by the owner or other person responsible for the operation of the premises to take reasonable steps to correct objectionable conditions after having been placed on notice by the official of the city that such conditions exist. Such official may include, but not be limited to the: Code Enforcement Officer, Police Chief, Fire Marshall or City Attorney. Objectionable conditions may include, but not be limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passers by, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking or excessive loud noise. Such conduct shall be attributable to the subject premises whether occurring within the subject premises or in the area immediately adjacent thereto.

If at such annual review the Planning Commission finds based on the evidence presented that there have been three or more incidents as described above, the use permit issued for such premises may be revoked.

(C) No use permit shall be revoked without the Commission's having first held a hearing thereon after having delivered written notice of such hearing at least five days prior thereto to the permittee at the address of the property which is the subject of such permit, or, if the property is unimproved, to the address of the owner thereof as shown on the last equalized assessment roll in the office of the Assessor of the county.

(D) The City Staff is hereby authorized and directed to monitor the uses of property where alcoholic beverages are sold for consumption on or off the premises for which a use permit has not been issued because of their existence before use permits were required but which uses have been continued as legal non-conforming uses. Such monitoring shall include an annual review of such operations as required by Section 10-3.1311 of the Municipal Code. If the Planning Commission finds the existence of the matters set forth in Section 10-3.1311 of the Municipal Code, such findings shall constitute a determination that such use of the property is detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such use and is detrimental or injurious to property and improvements in the neighborhood and general welfare of the city, and the Commission shall, at their discretion, refer the matter to the Code Enforcement Officer for abatement, submit a letter to the State Alcoholic Beverage Commission for initiation and/or inclusion in a nuisance file for the subject property, or submit to the Council the Commission's recommendation for abatement of such use as a public nuisance. For the purposes of this section the establishment, maintenance or operation of the use or building shall be deemed to be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city if any of the following conditions can be found or can be reasonably expected to exist after establishment:

(1) The commission of three or more violent felonies (crimes against the person) and/or narcotic or dangerous drug sales within the subject premises or in the area immediately adjacent thereto.

(2) The arrest of the owner and/or an employee for violations occurring within the subject premises, or in the area immediately adjacent thereto, which violations can be found to be reasonably related to the operation of the business.

(3) The sustaining by the subject premises of an administrative suspension or revocation or other such sanctions as may be imposed by the California State Department of Alcoholic Beverage Control, including payment in lieu of such suspension or revocation.

(4) The failure by the owner or other person responsible for the operation of the premises to take reasonable steps to correct objectionable conditions after having been placed on notice by an official of the city that such conditions exist. Such official may include, but not be limited to the Code Enforcement Officer, Police Chief, Fire Marshall or City Attorney. Objectionable conditions may include, but not be limited to, disturbance of the peace, public drunkenness, drinking in public, harassment of passers by, gambling, prostitution, loitering, public urination, lewd conduct, drug trafficking or excessive loud noise. Such conduct shall be attributable to the subject premises whether occurring within the subject premises or in the area immediately adjacent thereto.

(E) The City Council shall, upon receipt of a recommendation for action on or against an establishment from the Planning Commission, set the item for a public hearing at the earliest opportunity. Such action on or against an establishment may include, but not be limited to, the endorsement and forwarding of a letter addressed to the local field office of the State Alcoholic Beverage Commission, outlining a specific complaint or complaints against an establishment, or direction to staff to commence abatement of the establishment as a public nuisance, or referral of the matter to the Code Enforcement Division. Commencement of such action shall not prevent the City Council from ordering the City Attorney to commence civil action to abate a nuisance in addition to, or in conjunction with, the proceedings set forth above; nor shall anything in this chapter prevent the city from commencing a criminal action with respect to the nuisance in addition to, or in conjunction with the proceedings set forth in this chapter.

§ 10-3.1312 USE PERMIT - LARGE FAMILY DAY CARE HOMES.

(A) Application procedure.

(1) Applications for large family day care homes shall be processed in accordance with the provisions of this section. For the purposes of this section, LARGE FAMILY DAY CARE HOME(S) shall mean a day care home which provides care consistent with Cal. Health and Safety Code § 1596.78(b).

(2) The applicant shall pay a fee as set forth in the Madera Planning Processing Fee Schedule as set by resolution of the City Council.

(3) Application for a large family day care home use permit shall be filed with the Planning Department in accordance with the requirements of § 10-3.1302.

(4) No less than ten days prior to the date on which the decision will be made on the application, the Planning Director, or his or her designee, shall give notice of the proposed use by mail to all owners shown on the last equalized assessment roll as owning real property within 100 feet of the exterior boundaries of the site of the proposed use.

(5) If no hearing is requested by the applicant, or other affected person, the Planning Director shall approve, approve in modified form, or deny the application. The Planning Director shall grant the use permit if the proposed large family day care home, as applied for or as conditioned, complies with the standards set forth in this section.

(6) If a hearing is requested by the applicant, or other affected person, a public hearing shall be held before the Planning Commission prior to a decision being made. No public hearing shall be held unless such a hearing is requested.

(7) Upon close of the public hearing, if a hearing has been requested, the Planning Commission shall approve, approve in modified form, or deny the application. The Planning Commission shall grant the use permit if the proposed large family day care home, as applied for or as conditioned, complies with the standards set forth in this section.

(8) Any action of the Planning Director on the application of a use permit for a large family day care home may be appealed to the Planning Commission. Any action on the application of a use permit for a large family day care home of the Planning Commission may be appealed to the City Council.

(9) No person shall operate a large family day care home in any single-family residential zone without first obtaining a use permit in compliance with the standards as set forth in division (B) of this section.

(B) Large family day care standards. The Planning Director or Planning Commission shall grant an application for a use permit to operate a large family day care home if it finds that all of the following standards have been met, and shall require that such standards be met at all times and maintained throughout the use of the permit by the proposed operator:

(1) The operator shall reside in the home, and the home shall be the operator's legal principal residence. The operator shall provide adequate written evidence of its residency.

(2) The use of the home as a large family day care home shall be clearly incidental and secondary to the primary residential use of the home and property.

(3) The property and home shall not have been altered or structurally changed in a way which is adverse to the character or appearance of the neighborhood or residential zone.

(4) One off-street parking space shall be provided for each non-resident employee. Such parking space shall be in addition to the minimum parking requirements applicable to the property consistent with the provisions of this chapter, including, but not limited to, provisions applicable to legal, non-conforming residential buildings. The residential driveway is acceptable so long as the parking space does not conflict with any required child drop-off/pickup area and does not block the public sidewalk or right-of-way.

(5) The garage shall not be used for any purpose relating to the care giving of the children unless it has been converted in accordance with the provisions of this chapter. Replacement parking (if needed) shall be sufficient to comply with the requirements of this chapter, including the provisions of this section.

(6) Sufficient procedures for the loading and unloading of children from vehicles shall have been submitted by applicant. If there is not sufficient on-street parking to allow for the safe loading and unloading of children from vehicles, the driveway shall be used for this purpose. The public sidewalk and/or right-of-way shall not be blocked while completing the loading and unloading process. Double parking in the street is prohibited. The applicant shall be responsible for the safe loading and unloading of children and shall distribute a notice of loading and unloading procedures to all persons that utilize services of the large family day care home. The day care provider is responsible for adherence to these rules.

(7) If the residence is located on a major arterial street, there must be a drop-off/pickup area designed to prevent vehicles from backing onto the major arterial roadway.

(8) No signs or other indicia may be used to identify the residence as a large family day care home, and no such signs or indicia may be visible from the right-of-way.

(9) There shall be a minimum distance of 300 feet between the parcel on which the large family day care home is located and the nearest parcel containing a licensed large family day care home.

(10) No more than one large family day care home shall be permitted within a 500 foot radius of any child day care facility or elementary school.

(11) The applicant shall be in compliance with all applicable regulations of the Fire Department and the Building Official regarding health and safety requirements.

(12) The applicant shall have applied for a large family day care home license from the State of California, Department of Social Services.

(13) The applicant shall not allow smoking within the residence when any of the children being cared for are present in the residence.

(14) Large family day care homes shall not create noise levels in excess of those allowed in single-family residential areas in the noise element of the General Plan. The Planning Commission may impose

reasonable limits on the hours of operation of the large family day care home in order to ensure that these limits are met.

VARIANCES

§ 10-3.1401 NECESSITY.

(A) Where practical difficulties, unnecessary hardships, or results inconsistent with the general purposes of this chapter may result from the strict and literal application of any of the provisions of this chapter, a variance may be granted as provided in this subchapter. All acts of the Commission and Council under the provisions of this subchapter shall be construed as administrative acts performed for the purpose of assuring that the intent and purposes of this chapter shall apply in special cases, as provided in this subchapter, and shall not be construed as amendments to the provisions of this chapter or the zoning maps.

(B) No variance shall be granted to authorize the use of land which is not in conformity with the use regulations specified for the district in which the land is located.

§ 10-3.1402 NECESSARY CONDITIONS.

Variances shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the zoning regulations deprives such property of privileges enjoyed by other property in the vicinity under identical zoning classifications. Any variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.

§ 10-3.1403 APPLICATIONS.

Applications for variances shall be made in writing to the Commission on forms prescribed by the Commission. The application shall be filed with the Planning Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and shall become a part of the permanent official records of the city. Copies of all notices, reports, and actions pertaining to the application shall be attached.

§ 10-3.1404 FILING FEE.

Each application for a variance shall be accompanied by a fee in an amount as established by resolution of the City Council. The requirement of the filing fee shall not apply to public agencies.

§ 10-3.1405 INFORMATION REQUIRED WITH APPLICATION.

The application for a variance shall set forth in detail such facts as may be required by the Commission and as may relate to the conditions specified in § 10-3.1402 of this subchapter and shall be accompanied by:

(A) A legal description of the property involved and the proposed use, with plot plans showing locations of all proposed buildings or facilities as well as existing buildings and a description of the proposed use;

(B) A reference to the specific provisions of this chapter from which such property is sought to be excepted; and

(C) Evidence of the ability and intention of the applicant to proceed with actual construction work in accordance with such plans within 90 days from the date of granting the application.

§ 10-3.1406 INVESTIGATION OF APPLICATIONS.

The Commission shall cause to be made by its own members, or members of its staff, such investigation of facts bearing upon such application as will serve to provide all necessary information to assure that the action on each such application is consistent with the intent and purposes of this chapter and with previous amendments, variances, or modifications.

§ 10-3.1407 NOTICE OF PUBLIC HEARING.

(A) Whenever required by the provisions of this subchapter, or whenever deemed advisable by the Planning Commission, a public hearing shall be held on an application for a variance. Not less than ten days before such public hearing, notice shall be given of such hearing in the following manner:

(1) By one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(2) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(3) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

(4) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

(B) The hearing shall be held pursuant to the rules for conduct established by the Planning Commission.

§ 10-3.1408 PUBLIC HEARING.

Public hearings for variance applications shall be held before the Commission at the time and place for which public notice has been given. The Commission may establish its own rules for the conduct of such hearing. Any such hearings may be continued, provided, prior to the adjournment or recess thereof, the presiding officer at such hearing announces the time and place to which such hearing will be continued.

§ 10-3.1409 ACTION BY THE COMMISSION.

Within 30 days after the conclusion of the public hearing thereon, the Commission shall grant the variance with such conditions as it deems necessary or shall deny the variance. In the event of the granting of a variance, the Planning Director shall notify the applicant therefor of such granting in writing, and such variance shall be effective upon execution by the applicant of an acceptance thereof and agreement to abide by all the conditions attached thereto.

§ 10-3.1410 APPEALS TO THE COUNCIL.

Any applicant for a variance aggrieved by the action of the Commission upon such application may appeal the decision of the Commission to the Council. Such appeal shall be made within ten calendar days after receipt of notice of the action of the Commission and shall be submitted in writing to the City Clerk. Thereafter, the Council may affirm, modify, or reverse the decision of the Commission as it deems fit. Failure of the Council to take action upon such appeal within 30 days after consideration of any such appeal at a Council meeting shall constitute an affirmance of the action of the Commission unless specifically otherwise stated by minute order of the Council before the expiration of such 30-day period.

§ 10-3.1411 TERMINATION.

If the use authorized by any variance is or has been unused, abandoned, or discontinued for a period of six months, or if the conditions of the variance have not been complied with, the variance shall become null and void and of no effect; excepting that where construction of buildings, structures, and/or facilities is necessary, work on such construction shall be actually commenced within the aforesaid six-month period and shall be diligently prosecuted to completion; otherwise the variance shall be automatically null and void and of no effect.

ZONING TEXT AND MAP AMENDMENTS

§ 10-3.1501 NECESSITY.

Whenever the public necessity, convenience, general welfare, or good zoning practices require, this chapter may be amended by changing the zone boundaries or by changing any other provisions hereof.

§ 10-3.1502 INITIATION OF PROCEDURE.

An amendment may be initiated by:

(A) Resolution of intention of the Council;

(B) Resolution of intention of the Commission or the Director; or

(C) The verified application of one or more of the owners of the property within the area proposed to be changed.

§ 10-3.1503 APPLICATION FOR CHANGE.

Applications for any change of zone boundaries or reclassification of zones or change of any other provision of this chapter shall be filed with the Planning Director. Such applications shall be upon forms and accompanied by such data and information as may be prescribed for that purpose by the Commission so as to assure the fullest practicable presentation of facts for the permanent record.

§ 10-3.1504 FILING FEE.

Each application for any change of zone boundaries shall be accompanied by a fee as established by resolution of the City Council, no part of which shall be returnable to the applicant.

§ 10-3.1505 INVESTIGATION.

The Commission shall cause to be made by its own members, or members of its staff, such investigation of facts bearing upon such application as will serve to provide all necessary information to assure that the action on each such application is consistent with the intent and purposes of this chapter. Any failure to conduct an investigation will not invalidate any proceedings for amendment of this chapter.

§ 10-3.1506 NOTICES.

(A) Any amendment to this title, other than an amendment which changes any property from one zone to another, or which imposes any regulation relating to the use of buildings, structures, and land, or the location, height, sizes of buildings, or sizes of yards, courts, and open spaces, or which establishes building setback lines along any street, road, or alley, shall be considered by the Planning Commission at a public hearing for the purpose of providing a recommendation to the City Council. Not less than ~~ten~~ 20 days prior to a public hearing of the Planning Commission and not less than 10 days before such public hearing of the City Council, notice shall be given of such hearing in the following manner: by one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, the environmental determination, and the time and place of the action or hearing.

(B) In the event a proposed amendment changes any property form one zone to another, or imposes any regulation relating to the use of buildings, structures, and land, or the location, height, sizes of buildings, or sizes of yards, courts, and open spaces, or which establishes building setback lines along any street, road, or alley, the following additional notice shall be provided for a public hearing:

(1) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(2) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

(3) The public review period for the environmental determination ~~(negative declaration) shall not be less than 21 calendar days (30 days if State Clearinghouse review is required)~~ shall be consistent with the requirements of the California Environmental Quality Act.

(4) Substantial compliance with these provisions shall be sufficient and a technical failure to comply shall not affect the validity of any action taken pursuant to the procedures set forth in this chapter.

§ 10-3.1507 PUBLIC HEARING.

Public hearings, as required by the provisions of this subchapter, shall be held before the Commission which may establish its own rules for the conduct thereof. Any such hearing may be continued by oral pronouncement prior to its close and such pronouncement shall serve as sufficient notice of such continuance and without recourse to the form and manner of public notice as provided for in this subchapter.

§ 10-3.1508 FINDINGS OF THE COMMISSION.

After the conclusion of the public hearings, the Commission shall render a report and recommendation to the Council within 90 days after the notice of the first of such hearings provided that such time limit may be extended upon the mutual agreement of the parties having an interest in the proceedings. Failure of the Commission so to report within 90 days without the aforesaid agreement shall be deemed to constitute ~~an~~ a recommendation of approval of the proposed amendment by the Commission.

§ 10-3.1509 ACTION BY COUNCIL.

(A) Upon receipt of such report from the Commission or upon the expiration of 90 days, the Council shall set the matter for public hearing, notice of which shall be given by one publication not less than ten days before the date of the hearing in a newspaper of general circulation within the city; provided, however, if the matter under consideration concerns the change of property from one zone to another, and the Commission has recommended against the adoption of such amendment, the Council need not take any further action thereon unless the Council so desires or unless an interested party shall request a hearing thereon by filing a written request with the City Clerk within five days after the Commission files its recommendations with the Council.

(B) After the conclusion of such hearing, the Council may adopt the amendment, or any part thereof, set forth in the petition in such form as the Council may deem to be advisable.

§ 10-3.1510 USE PERMITS REQUIRED.

From and after the date of adoption of the Resolution of Intention by the Council or the Commission, or on the date of filing of the verified application with the Commission for a proposed change of zone or zone boundaries, all uses within the area proposed to be changed shall be permitted only upon first securing in each case a use permit from the Commission. All uses permitted pursuant to such use permits shall be limited to the uses allowable within the existing zone of such area. In the event the proposal to change the zone is for a more restricted zone, the Commission may restrict the uses within such area to the more restricted proposed zone.

§ 10-3.1511 SPECIAL ZONING EXCEPTIONS.

Notwithstanding any other provisions of this chapter, if an application for a change of zone boundaries or reclassification of zones is filed with the Commission, accompanied by a proposal for the use of such property as hereinafter set forth, the Commission may recommend that the Council, instead of granting or denying such application, authorize the issuance of a special zoning exception which will permit the development or use of such property in accordance with such proposed development Before consideration by the Commission or Council of the granting of a special zoning exception, an applicant shall submit all of the following information:

(A) Three prints of a site plan drawn to scale which shall contain the following information:

(1) Lot dimensions;

(2) Location, elevations, size, height, and the proposed use of all buildings and structures;

(3) Location and dimensions of yards and spaces between buildings;

(4) Location, height, and type of construction of walls and fences;

(5) Location of off-street parking facilities, including the number of spaces, the dimensions of the parking area, and the internal circulation pattern;

(6) Access points for pedestrians, vehicular and service traffic, and internal circulation;

(7) Location, size, and height of any proposed signs;

(8) Loading areas, including the dimensions, the number of spaces, and the internal circulation;

(9) Location and general nature and hooding devices for lighting;

(10) Dedications for public use and proposed improvements; and

(11) Landscaping and such other data as may be required by the Planning Engineer or the Commission; and

(B) Facts which will enable the Commission to find all of the following:

(1) That if a special zoning exception is granted, there will be compliance with all the applicable provisions of this code; and

(2) That the public health, safety, and welfare will not be affected or that damage or prejudice to other property or improvements in the vicinity will not result if a special zoning exception is allowed.

§ 10-3.1512 EXCEPTIONS PROCEDURE.

If an application is submitted to the Planning Engineer in accordance with the provisions of § 10-3.1511 of this subchapter, all other provisions of this subchapter shall apply to the processing of the application for the proposed change in zone boundaries; provided, however, if a special zoning exception is authorized by the Council, after the conclusion of the public hearing upon the application for the change in zone boundaries, no action shall be taken by the Council to effectuate any such change until it has been determined that all of the conditions of the granting of the special exception have been met. Each special zoning exception shall specify a certain date on, or before, which work upon the proposed use of the land shall have been commenced to the satisfaction of the Planning Engineer. The failure of an applicant or his or her successor in interest to the property involved to commence such work within such time shall nullify the special zoning exception, and the application for the change of zone shall be deemed denied.

§ 10-3.1513 CONDITIONS.

Special zoning exceptions may be granted in accordance with this subchapter subject to any or all of the conditions hereinafter set forth by way of example only and not by way of limitation:

(A) Construction of special yards, spaces, and buffers;

(B) Construction of fences and walls;

(C) Surfacing of parking areas to city specifications;

(D) Dedication of property for public use and completion of improvements, including service roads or alleys;

(E) Regulation of points of vehicular ingress and egress;

(F) Regulation of signs;

(G) Completion of landscaping and provisions for the maintenance thereof;

(H) The establishment of restrictions to control noise, vibration, odors, and other similar characteristics;

(I) The posting of faithful performance and labor and materials' bonds in amounts recommended by the City Engineer to insure completion of any public improvements which are required to be made as a condition of the granting of the zoning exception. Such work shall be completed within the time specified by the Council; provided, however, if no time is specified by the Council, such work shall be completed in one year from the date the special zoning exception is approved; and

(J) Such other conditions as will make possible the development of the city in an orderly and efficient manner in conformity with the intent and purposes set forth in this chapter.

§ 10-3.1514 BUILDING PERMITS.

Before any building permit shall be issued for any building or structure proposed as part of the approved site plan referred to in § 10-3.1511 of this subchapter, the Building Inspector shall secure written approval from the Planning Engineer that the proposed building location is in conformity with the site plan and conditions approved by the Council. Before a building may be occupied, the Building Inspector shall certify to the Planning Engineer that the site has been developed in conformity with the site plan and conditions approved by the Council.

§ 10-3.1515 REZONING UPON COMPLETION OF WORK.

Upon the development and use of property in accordance with the provisions of § 10-3.1513 of this subchapter, the district, or part thereof, for which the special zoning exception was granted shall be thereupon rezoned, altered, amended, and established in accordance with the original application, or as set forth in the order of the Council made at the time such zoning exception was granted.

INTERPRETATION, ENFORCEMENT, VIOLATIONS, AND PENALTIES

§ 10-3.1601 INTERPRETATION.

(A) The Commission shall have the power to hear and decide appeals based on the enforcement or interpretation of the provisions of this chapter.

(B) In the event an applicant is not satisfied with the action of the Commission on any particular matter, he or she may, within 10 days from the date of such action, appeal in writing to the Council.

(C) The appeal to the Council shall set forth specifically wherein the Commission's findings were in error and wherein the public necessity, convenience, and welfare or good zoning practices require such change.

(D) Notice shall be given to the Commission of such appeal, and a report shall be submitted by the Commission to the Council setting forth the reasons for action taken by the Commission, or the Commission shall be represented at the Council meeting.

~~(E) The Council shall render its decision within 30 days following the filing of such appeal.~~

§ 10-3.1602 ENFORCEMENT.

(A) Issuance of permits and licenses. All departments, officials, and public employees of the city vested with the duty or authority to issue permits and licenses shall conform to the provisions of this chapter. No permit or license for uses, buildings, or purposes in conflict with the provisions of this chapter shall be issued. Any permit or license issued in conflict with the provisions of this chapter shall be null and void. It shall be the duty of the Planning Director to enforce the provisions of this chapter pertaining to the erection, construction, reconstruction, moving, conversion, alteration, or addition to any building by structure.

(B) Approval of Planning Director. Before issuing a business license for any new business, or before issuing a business license for a new location of any existing business activity, the Finance Department shall obtain the approval of the Planning Director respecting compliance with the provisions of this chapter.

§ 10-3.1603 VIOLATIONS OF CHAPTER; DECLARATION OF NUISANCE.

(A) Any person, whether as principal, agent, employee, owner, occupant, tenant, lessee or otherwise, violating or causing the violation of any of the provisions of this chapter, except §§ 10-3.1603(B)(12), (B)(13) or (B)(17) is specifically declared to be guilty of a misdemeanor. Any person, whether as principal, agent, employee, owner, occupant, tenant, lessee or otherwise, violating or causing the violation of any of the provisions of §§ 10-3.1603(B)(12), (B)(13) or (B)(17) of this chapter is specifically declared to be guilty of an infraction. Any building or structure set up, erected, constructed, operated, or maintained contrary to the provisions of this chapter, and any use of any land, building or premises established, conducted, operated, or maintained contrary to the provisions of this chapter and any uses of real property as hereinafter set forth shall be and are declared unlawful and a public nuisance.

(B) In addition and supplemental to the terms and provisions of this chapter, the hereinafter activities of any person owning, leasing, occupying, or having charge or possession of real property in this city are declared a public nuisance and shall be abated as hereinafter set forth. The conduct consists of the following:

(1) The maintenance of any building or property in such a manner as to constitute a fire hazard or danger to human life or the maintenance or failure to maintain the property so as to constitute a fire hazard or a likely habitat for vermin or to maintain property, the topography or configuration of which, whether a natural state or as a result of grading operations, causes or will cause erosion, subsidence, or surface water run-off problems which will or may be injurious to the public health, safety, and welfare to adjacent or nearby properties;

(2) To maintain or fail to maintain property or any building or structure thereon, so that it is found, as provided in this chapter, to be defective, unsightly, defaced, or in such condition of deterioration or disrepair that it causes or will cause an ascertainable diminishment of the property values of surrounding properties or is otherwise materially detrimental to adjacent and nearby properties and improvements. The term DEFACED as used herein includes, but is not limited to, writings, inscriptions, figures, scratches, or other markings commonly referred to as GRAFFITI;

(3) To abandon or vacate any structure so that it becomes readily available to unauthorized persons, including, but not limited to, juveniles and vagrants. Such abandonment or vacation shall be presumed when a building or structure which is uninhabited or unused is unsecured and when the public can gain entry without consent of the owner or is a partially constructed, reconstructed, or demolished building or structure upon which work is abandoned, such abandonment being deemed to exist when there is no valid and current building or demolition permit or where there has not been any substantial work on the project for a period of six months or more;

(4) The maintenance or the failure to maintain any real property, structures, or uses or activities thereon in violation of any of the provisions of titles 3, 4, 5, 7, 9 and 10 of the City Municipal Code, or as specified in Cal. Health & Safety Code §§ 17920.3 et seq., or of the State Housing Law or § 104 of the Uniform Code for Building Conservation or the storage, discharge, holding, handling, maintaining, using, or otherwise dealing with hazardous substances as defined by the State Health and Safety Codes or the Superfund Amendments and Reauthorization Act of 1986, Title 3 or other federal laws relating thereto in violation of such regulations;

(5) The maintenance of or allowing to be maintained on any real property, any labor supply camp, labor camp, or temporary labor camp as defined in the Health and Safety Code of the State unless specifically authorized in the zoning district in which the property is located;

(6) The keeping or maintaining of any animal, reptile, fowl, insect, or other living thing in such a manner as to pose a threat, disturbance, danger, or menace to persons or property of another, including public property;

(7) The maintenance or operation of any machinery which by reason of dust, exhaust, or fumes creates a health or safety hazard;

(8) The parking, storage, or maintenance of any of the following items in residential areas except as otherwise allowed in this code;

(a) Any airplane or other aircraft or parts thereof in any front or side yard;

(b) Any construction or commercial equipment, machinery, vehicles, or material except such equipment or material temporarily located on the property as may be required for construction or installation of improvements or facilities on the property;

(c) Special mobile equipment as defined in Cal. Veh. Code § 575 or other sections for any period in excess of 72 consecutive hours in a front or side yard unless such items are either in an accessory building constructed in accordance with the provisions of the City Municipal Code or in any area which provides for a five foot set-back from any property lines. In no event shall any such equipment be parked, stored, or kept within five feet of any exit, including exit windows.

(9) The keeping, operating, or maintaining any motor vehicle which has been wrecked, dismantled, or disassembled or any part thereof on any property in a residential zone in excess of 72 consecutive

hours unless the same is either in an accessory building constructed in accordance with the provisions of the City Municipal Code or completely concealed from public view behind a solid fence or wall constructed in accordance with the provisions of the Municipal Code;

(10) The keeping, maintenance, or storage of any refrigerator, washing machine, sink, stove, heater, boiler, tank, or any other household equipment, machinery, or furniture other than furniture designed for use in outdoor activities for a period in excess of 72 consecutive hours, on any property, provided, however, this prohibition shall not preclude the maintenance of machinery installed in the rear set-back area of property for household or recreational use, furniture designed and used for outdoor activities, and items stored or kept within an enclosed storage structure or unit;

(11) The wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, painting, washing, cleaning, or servicing in any set-back area of any airplane, aircraft, motor vehicle, boat, trailer, machinery, equipment, appliance or appliances, furniture, or other personal property;

(12) The use of any trailer, camper, recreational vehicle, or motor vehicle for living or sleeping quarters in any place in the city outside of a lawfully operated mobile home park or travel trailer park. This shall not prevent bona fide guests of a city resident from occupying a trailer, camper, or recreation vehicle on residential premises with the consent of the resident or land-owner for a period not to exceed 72 hours. Any such trailer, camper, or recreational vehicle so used shall not discharge any waste or sewerage into the city sewer system except through the residential discharge connection of the residential premises on which such trailer, camper, or recreation vehicle may be parked. No such trailer, camper, or recreation vehicle shall be stored in such a way as to encroach upon, extend over, or remain in any public right-of-way or in any area so as to cause an impedance to passage or traffic hazard, or be allowed to remain in any place or in such a way that it will or may be injurious to the public health, safety, or welfare. No person shall park or leave standing a recreational vehicle trailer, including but not limited to any camp trailer, vehicle transportation trailer, trailer coach or boat trailer, regardless of width, on any street, alley or public right-of-way in the city for a period exceeding 72 hours.

(13) The placing, hanging, affixing, maintaining or otherwise displaying upon any fence, wall, tree, bush, plant, or any other structure or portion thereof, any clothes, linens, rugs, fabrics, carpets, rags, or any other similar item except upon a clothesline apparatus constructed and maintained for the purpose of placing such items outside for drying. The placement of such clothesline(s) shall be prohibited within any required front yard or street side yard setback area;

(14) The maintaining of any condition, instrumentality or machine located outside of any structure on any premises, which is or may be unsafe or dangerous to children by reason of their inability to appreciate the peril therein, and which may reasonably be expected to attract children to the premises and risk injury by playing with, in, or on it, including but not limited to abandoned, broken or neglected equipment, machinery, appliances, refrigerators and freezers, hazardous pools or ponds, uncapped or otherwise dangerous wells, and excavations. This subsection shall not apply to equipment or machinery which is being temporarily used for repair or maintenance of a structure or premises, and which is under the direct supervision of the person(s) performing such maintenance or repair. This subsection shall not apply to swimming pools which are properly constructed and maintained in conformance with applicable regulations, laws and ordinances;

(15) The maintaining of unpainted buildings and those having dry rot, warping or termite infestation or the maintaining of any building on which the condition of the paint has become so deteriorated as to permit decay, excessive checking, cracking peeling, chalking, dry rot, warping or termite infestation as to render the building unsafe or in a state of disrepair inconsistent with the condition of the surrounding neighborhood;

(16) The maintaining of buildings with windows containing broken glass or no glass at all, where the window is of a type which normally contains glass;

(17) The maintaining of trees, weeds, or other types of vegetation that are dead, decayed, infested, diseased, overgrown, likely to harbor rats, vermin or other nuisances or which obstruct the view of drivers on public streets or private driveways, or which impede, obstruct or deny pedestrian or other lawful travel

on sidewalks, walkways, or other public rights-of-way. The following conditions of vegetation shall be deemed to be a non-exclusive list of nuisances:

(a) A tree with limbs overhanging a street or sidewalk where such limbs are less than ten feet above such street or sidewalk;

(b) A hedge, bush or shrub overhanging a street or sidewalk;

(c) A hedge, bush or shrub on a corner lot within the triangular area formed by a line connecting points 20 feet from the intersection of projected street property lines with the point of the intersection of street property lines if such hedge, bush or shrub is more than 30 inches high from the surface of the ground;

(d) The limb of a tree or a hedge, bush or shrub which is so situated in or above the space between a sidewalk and the curb, as to obscure and impair the reading by motorists in the abutting portion of the street, of stop signs or other traffic signs or control devices;

(e) Turf in excess of eight inches in height. For purposes of this section, the term TURF shall mean a thick-matted groundcover material consisting of one or several types of grasses, which is grown on open space areas.

§ 10-3.1604 ABATEMENT.

Any public nuisance found, as provided in this chapter, to exist on or be associated with any real property, shall be abated by the procedures set forth in this chapter.

§ 10-3.1605 COMMENCEMENT OF PROCEEDINGS.

Whenever the Director or Chief, as appropriate, of a responsible department (hereinafter DIRECTOR) reasonably believes a nuisance exists, he or she shall commence abatement proceedings. The Director of Community Development shall have responsibility for abating nuisance pertaining to the building and zoning ~~ordinances~~ regulations of the City, Titles 9 and 10, respectively, of the City Municipal Code; and the Director of Public Works, City Engineer, Fire Chief, or Police Chief shall have responsibility for abating all other nuisances under code sections for which they are directly responsible.

§ 10-3.1606 HEARING; NOTICE.

(A) Where the Director finds that the nuisance exists, he or she shall give not less than seven days written notice of a hearing to determine whether a nuisance exists to the owners of affected properties as shown on the latest equalized tax assessment roll by mailing the same to the owner's address as indicated thereon by certified letter, and further, by conspicuously posting on the affected premises a copy of the notice.

(B) The notice shall indicate the nature of the alleged nuisance, the description of the property involved, and the designation of the time and place of the hearing to determine whether the same constitutes a nuisance, and the manner of its proposed abatement if the same is found to be a nuisance.

(C) The failure of any person to receive the notice shall not affect the validity of any proceedings under this subchapter.

§ 10-3.1607 HEARING CONDUCT.

The hearing to determine whether a nuisance exists shall be conducted by the City Administrator or a duly authorized representative, who shall act as the Hearing Officer. At the hearing, the Hearing Officer shall consider all relevant evidence, including but not limited to applicable staff reports. He or she shall give any interested person a reasonable opportunity to be heard in conjunction therewith. Based upon the

evidence so presented, the Hearing Officer shall determine whether a nuisance within the meaning of this chapter exists.

§ 10-3.1608 ORDER OF ABATEMENT.

(A) The decision of the Hearing Officer shall be final and conclusive in the absence of an appeal as provided in the Municipal Code.

(B) The Hearing Officer shall, within five working days, give written notice of his or her decision to the owner and to any other person requesting the same. The notice shall contain an order of abatement, if a nuisance is determined to exist, directed to the owner of the affected property or the person in control and/or in charge of the property, and shall set forth the nature of the nuisance, its location and the time and manner for its abatement.

(C) Where an appeal is filed as provided in this code, the order of abatement shall be suspended pending the review of the determination in the manner set forth in this subchapter.

§ 10-3.1609 APPEAL.

(A) The owner of the property or any other person in possession or claiming any legal or equitable interest therein shall have the right of appeal to the City Council.

(B) The appeal shall be filed with the City Clerk within five working days following the decision of the Hearing Officer. The appeal shall be in writing and shall state the grounds for the appeal.

(C) The City Clerk shall set the matter for a public hearing before the Council at a date and time not less than ten nor more than 35 days following the filing of the appeal. The City Clerk shall then notify the appellant, by mail, of the date and time of the hearing. The City Council may continue the hearing date where necessary.

(D) The Council may, by resolution, establish a fee for the processing of an appeal.

§ 10-3.1610 COUNCIL ACTION.

(A) At the time and place set for such hearing, the City Council shall review the decision of the Hearing Officer and shall afford the appellant a reasonable opportunity to be heard in connection therewith.

(B) If the City Council finds from the relevant evidence presented at the hearing that the action taken was in conformity with the provisions of the code, it shall require compliance with the order of abatement within 30 days after the mailing of a copy of its order to the affected property owner unless a period of time in excess of 30 days is specifically authorized within which to abate the nuisance.

(C) If the nuisance is not abated within the 30-day period or within such longer period as the Council may provide, the Director of the responsible Department is expressly authorized and directed to enter upon the premises for the purpose of abating the nuisance after obtaining the permission of the owner of the equitable interest therein, or after obtaining a warrant or court order specifically authorizing entrance upon the premises for the express purpose of abating the nuisance.

§ 10-3.1611 NOTICE OF COUNCIL DECISION.

A copy of the Council's order shall be mailed to the owner, and to any other person requesting the same, by the City Clerk within five working days after the adoption thereof. The Council's decision shall be final and conclusive. Pursuant to Code of Cal. Civ. Proc. § 1094.6, any action to review the decision of the Council shall be commenced not later than 19 days after the date the Council's order is adopted.

§ 10-3.1612 COST OF ABATEMENT.

Where the Director is required to cause the abatement of a public nuisance pursuant to the provisions of this chapter, he or she shall keep an accounting of the cost thereof, including incidental expenses for the abatement. The term INCIDENTAL EXPENSES includes but is not limited to the actual expenses and costs of the city in the preparation of notices, specifications, and contracts, inspection of the work, and the costs of printing and mailings required under this chapter. Upon conclusion of the abatement, he or she shall submit an itemized statement of costs to the city and set the same for a hearing before the Hearing Officer. The Director shall cause notice of the time and place of the hearing to be given to the owners of the property to which the same relate, and to any other interested person requesting the same, by US mail, postage prepaid, addressed to the person at his or her last known address at least five days in advance of the hearing.

§ 10-3.1613 REPORT; HEARING AND PROCEEDINGS.

At the time and place fixed for receiving and considering the report, the Hearing Officer shall hear and pass upon the report of the Director together with any objections or protests raised by any of the persons liable to be assessed for the cost of abating the nuisance. Thereupon, the City Manager shall make such revision, correction, and modification to the report, as he or she may deem just, after which the report is submitted, or as revised, corrected, or modified, shall be confirmed. The hearing may be continued from time to time. The decision of the Hearing Officer shall be subject to an appeal to the City Council in the time and manner set forth in §§ 10-3.1707 and 10-3.1708.

§ 10-3.1614 ASSESSMENT OF COSTS AGAINST PROPERTY.

The confirmed cost of abatement of a nuisance upon any lot or parcel of land shall constitute a special assessment against the respective lot or parcel of land to which it relates; and, after due notice and recordation, as thus made and confirmed, the same shall constitute a lien on the property in the amount of the assessment. After the confirmation of the report, a copy thereof shall be transmitted to the Tax Collector for the county, whereupon it shall be the duty of the Tax Collector to add the amounts of the assessment, or assessments, to the next regular bills of taxes levied against the respective lots and parcels of land for municipal purposes; and thereafter the amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

§ 10-3.1615 ALTERNATIVES.

Nothing in this chapter shall be deemed to prevent the City Attorney from commencing a civil action to abate a nuisance, including bringing an action to enjoin the nuisance, in addition to, alternatively to, or in conjunction with the proceedings set forth in this chapter; nor shall anything in this chapter be deemed to prevent the city from commencing a criminal action with respect to the nuisance in addition to, alternatively to, or in conjunction with the proceedings set forth in this chapter.

§ 10-3.1616 EMERGENCY ABATEMENT.

Notwithstanding any other provision of this subchapter with reference to the abatement of public nuisance, whenever the Director of a responsible department determines that property, a building, or structure is structurally unsafe, or constitutes a fire hazard, or is otherwise dangerous to human life, and such condition constitutes an immediate hazard or danger, he or she shall, without observing the

provisions of this chapter with reference to abatement procedures, immediately and forthwith abate the existing public nuisance.

§ 10-3.1617 VIOLATION; PENALTY.

(A) The owner or other person having charge or control of any such buildings or premises who maintains any public nuisance defined in this subchapter, or who violates an order of abatement made pursuant to § 10-3.1706 is guilty of a misdemeanor.

(B) Any occupant or lessee in possession of any building or structure in violation of an order given as provided in this chapter is guilty of a misdemeanor.

(C) No person shall obstruct, impede, or interfere with any representative of the City Council or with any representative of a city department or with any person who owns or holds any estate or interest in a building which has been ordered to be vacated, repaired, rehabilitated, or demolished and removed, or with any person to whom any such building has been lawfully sold pursuant to the provisions of this code whenever any such representative of the City Council, representative of the city, purchaser, or person having any interest or estate in the building is engaged in vacating, repairing, rehabilitating, or demolishing and removing any such building pursuant to the provisions of this chapter, or in performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this subchapter.

DEVELOPMENT AGREEMENTS

§ 10-3.1701 AUTHORITY FOR ADOPTION.

These regulations are adopted under the authority of Cal. Gov't Code §§ 65864 through 65869.5. All development agreements entered into pursuant to this subchapter shall be approved by ordinance of the City Council.

§ 10-3.1702 FORMS AND INFORMATION.

The Community Development Director shall prescribe the form for each application, notice and documents provided for or required under these regulations for the preparation and implementation of development agreements. The Community Development Director may require an applicant to submit such information and supporting data as the Community Development Director considers necessary to process the application. An applicant requesting consideration and adoption of a development agreement shall at a minimum include the following information:

(A) The nature of the applicant's legal or equitable interest in the subject real property and a legal description of the property sufficient for recordation;

(B) A description of the development project sufficient to enable the Community Development Department and other departments and agencies to review the application for legality, compliance with standards, consistency with applicable plans, and environmental assessment requirements. The Planning Division may require the description to include site and building plans, architectural elevations, a description of the project's relationship to adjacent properties and land uses;

(C) A listing of each discretionary or ministerial action, permit and/or entitlement necessary for, or previously obtained with respect to, the project, including actions, permits, and/or entitlements issued by, or to be obtained from agencies other than the city. The listing will describe and distinguish between

those elements of the development project which are proposed to be fixed by the development agreement and those which may be subject to further review;

(D) The proposed duration of the development agreement;

(E) The density and or intensity of the uses to be permitted;

(F) The maximum height and size of the proposed buildings;

(G) Provisions for reservation or dedication of land for public purposes, as applicable;

(H) Any proposed conditions, terms, restrictions or requirements to be applicable to subsequent discretionary actions, provided that the proposed conditions, terms, restrictions or requirements shall not be construed to prevent development of the land for the uses and to the density or intensity of development set forth in the development agreement, unless specifically and expressly provided in the development agreement;

(I) A date by which construction shall have been commenced;

(J) Proposed phasing of the development project and of the construction of public facilities, including estimated and mandatory completion dates, interim progress milestones, and performance standards for periodic review of the development agreement;

(K) The manner in which the applicant proposes to finance and provide security for the construction of public facilities, and provisions for reimbursement, if any;

(L) A provision including as terms of the development agreement all mitigation measures previously adopted pursuant to the California Environmental Quality Act with respect to discretionary actions, permits and/or entitlements for the project granted by the city or other agencies, and a provision committing the applicant to incorporate as terms of the development agreement, to the extent required by the California Environmental Quality Act, all future mitigation measures necessary to avoid or substantially lessen significant environmental effects which can be feasibly mitigated, provided that nothing in this subchapter shall preclude the preparation of statements of overriding considerations when deemed appropriate and lawful by the city or other agencies;

(M) A clause requiring the applicant to indemnify the city against claims arising out of the development process and to provide insurance in an amount and form acceptable to the city attorney to assure the applicant's ability to satisfy its indemnification duty.

§ 10-3.1703 QUALIFICATION AS AN APPLICANT.

Only a qualified applicant may file an application to enter into a development agreement. A qualified applicant is a person who has legal or equitable interest in the real property which is the subject of the development agreement. Applicant includes an authorized agent. The Community Development Director may require an applicant to submit proof (including but not limited to a title report) of his/her interest in the real property and of the authority of the agent to act for the applicant. Before processing the application, the Community Development Director shall obtain the opinion of the City Attorney as to the sufficiency of the applicant's interest in the real property to enter into the agreement.

§ 10-3.1704 PROPOSED FORM OF AGREEMENT.

Each application shall be accompanied by the form of development agreement proposed by the applicant. This requirement may be met by utilizing the city's standard form of development agreement adopted by the Community Development Director, and including specific proposals for changes in, or additions to the language of the standard form.

§ 10-3.1705 FEES.

Fees to be imposed for the filing and processing of each application, required consideration, and adoption of a development agreement shall be as prescribed by resolution adopted by the City Council. No such application shall be deemed complete unless it is accompanied by the current filing and processing fee. The filing and processing fee shall be in addition to any other required fees for permits or capital improvements relating to the development project, and shall be for the purpose of defraying the costs incurred by the city during review and action upon the development agreement application and during periodic review thereof.

§ 10-3.1706 REVIEW OF APPLICATION.

(A) The Community Development Director shall endorse the application on the date it is received. He or she shall review the application and may reject it if it is incomplete or inaccurate for processing. If he or she finds that the application is complete, he or she shall accept it for filing. The Director shall review the application and determine the additional requirements necessary to complete the agreement.

(B) Upon acceptance of a complete application, the development agreement and supporting information shall be circulated to each city department or local agency having an interest in the project. Each such department or agency shall review, comment upon, and recommend such changes to the proposed development agreement as may be necessary or desirable.

(C) After receiving responses from other departments or agencies, the Director shall prepare a staff report and recommendation and shall state whether or not the agreement proposed, or in an amended form, would be consistent with the general plan and any applicable specific plan.

§ 10-3.1707 COORDINATION OF APPLICATIONS.

To the extent practicable, applications requesting consideration and adoption of development agreements will be made and considered concurrently with the review of other discretionary permit applications within the city's control. It is the city's intent to avoid duplicative hearings and the repetition of information and effort. The development agreement shall not constitute a substitute for, or an alternative to, any other required permit or approval, and the applicant must comply with all other procedures required for development approval.

§ 10-3.1708 HEARING NOTICE.

(A) The Community Development Director shall give notice of the city's intention to consider adoption of the development agreement and of any other public hearing required by law or the municipal code.

(B) The form of the notice of intention to consider adoption of development agreement shall contain:

(1) The time and place of the hearing;

(2) The identity of the hearing body;

(3) A general explanation of the matter to be considered including a general description and location of the area affected; and

(4) Other information required by specific provision of these regulations or which the Community Development Director considers necessary or desirable.

(C) The time and manner of giving notice is by both of the following:

(1) Publication at least once in a newspaper of general circulation, published and circulated in the city, not less than ten days prior to the date of the hearing.

(2) Mailing of the notice to all persons shown on the last equalized assessment roll as owning real property within 300 feet of the property which is the subject of the proposed development agreement, not less than ten days prior to the date of the hearing.

(D) The Planning Commission or City Council, as the case may be, may direct that notice of the public hearing to be held before it, shall be given in a manner that exceeds the notice requirements prescribed by state law or this article.

(E) The failure of any person, entitled to notice as required by law or this chapter , to receive such notice does not affect the authority of the city to enter into a development agreement or the validity thereof.

§ 10-3.1709 RULES GOVERNING CONDUCT OF HEARING.

The public hearing shall be conducted as nearly as may be in accordance with the procedural standards adopted for the conduct of zoning hearings. Each person interested in the matter shall be given an opportunity to be heard. The applicant has the burden of proof at the public hearing on the proposed development agreement.

§ 10-3.1710 IRREGULARITY IN PROCEEDINGS.

No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to a petition, application, notice, finding, record, hearing, report, recommendation, or any matters of procedure whatsoever unless after an examination of the entire case, including the evidence, the court is of the opinion that the error complained of was prejudicial and that by reason of the error the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error is prejudicial or that injury was done if error is shown.

§ 10-3.1711 DETERMINATION BY PLANNING COMMISSION.

(A) The Planning Commission shall conduct a public hearing on the proposed development agreement, which may be continued from time to time. The Commission shall consider the staff report, as well as comments from the applicant and members of the public. Upon conclusion of the hearing, the Commission shall report its recommendation to the City Council in the form of a resolution. The Commission may recommend that the development agreement be adopted as proposed, or with such amendments as the Commission deems to be necessary or desirable to further the purposes of the municipal code, or otherwise in the public interest; or the Commission may recommend that the development agreement be rejected. The recommendation shall include the Planning Commission's determination whether or not the development agreement proposed:

(1) Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;

(2) Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;

(3) Is in conformity with public convenience, general welfare and good land use practice;

(4) Will not be detrimental to the health, safety and general welfare; and

(5) Will not adversely affect the orderly development of property or the preservation of property values.

The recommendation shall also include the reasons for the recommendation.

(B) Upon action by the Planning Commission, the proposed development agreement, shall be forwarded to the City Clerk for scheduling as the introduction of an ordinance at the next available meeting of the City Council.

§ 10-3.1712 DECISION BY CITY COUNCIL.

(A) Upon receipt of the Planning Commission's recommendation, the City Clerk shall schedule the proposed development agreement on the next available meeting of the City Council as the introduction and first reading of an ordinance.

(B) Not less than five days after the successful introduction of the ordinance, a public hearing and second reading of the proposed development agreement shall be held. Notice of the public hearing shall be provided in accordance with § 10-3.1708.

(C) After the City Council completes the public hearing, which may be continued from time to time, it may accept, modify or disapprove the recommendation of the Planning Commission. It may, but need not, refer matters not previously considered by the Planning Commission during its hearing, back to the Planning Commission for report and recommendation. The Planning Commission may, but need not, hold a public hearing on matters referred back to it by the City Council.

(D) The City Council shall not approve the development agreement unless it finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

(E) The City Council has sole discretion to either approve or not approve a development agreement, and there is no right to have such an agreement approved even if the City Council determines that it is in the best interests of the city.

(F) Approval of a development agreement by the City Council shall be by the adoption of an ordinance which shall be effective 31 days after adoption.

§ 10-3.1713 RECORDATION OF DEVELOPMENT AGREEMENT.

(A) Within ten days after the city enters into a development agreement, the City Clerk shall have the agreement recorded with the County Recorder. Upon the effective date of the ordinance adopting the development agreement, the agreement shall be effective and binding upon, and the benefits of the agreement shall inure to, the parties and all successors in interest to the parties to the agreement.

(B) If the parties to the development agreement or their successors in interest amend or cancel the development agreement as provided above, or if the city terminates or modifies the agreement for failure of the applicant to comply in good faith with the terms or conditions of the agreement, the City Clerk shall cause notice of such action to be recorded with the County Recorder.

§ 10-3.1714 AMENDMENT AND CANCELLATION OF AGREEMENT.

(A) Either party may propose an amendment to or cancellation in whole or in part of the development agreement previously entered into.

(B) The procedure for proposing and adoption of an amendment to or cancellation in whole or in part of the development agreement is the same as the procedure for entering into a development agreement. However, where the city initiates the proposed amendment to or cancellation in whole or in part of the development agreement based on its annual review thereof, it shall first give notice to the property owner at least 30 days prior to the hearing by the City Council to consider such amendment or cancellation.

§ 10-3.1715 PERIODIC REVIEW.

(A) The city shall review each development agreement every 12 months from the date the agreement is entered into. The time for review may be modified to be more frequent either by agreement between the parties or by initiation in one or more of the following ways:

(1) Affirmative vote of at least four members of the Planning Commission; or,

(2) Affirmative vote of at least three members of the City Council.

(B) The Community Development Director shall begin the review proceeding by giving notice that the city intends to undertake a periodic review of the development agreement to the property owner. Notice shall be provided at least ten days in advance of the time at which the matter will be considered by the Planning Commission.

(C) Annual review of development agreements shall be conducted by the Planning Commission at a public hearing at which the property owner shall demonstrate good faith compliance with the terms of development agreement. The burden of proof on this issue is upon the property owner.

(D) The Planning Commission shall determine upon the basis of substantial evidence whether or not the property owner has, for the period under review, complied in good faith with the terms and conditions of the development agreement.

(E) If the Planning Commission finds and determines on the basis of substantial evidence that the property owner has complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall by resolution adopt a statement of compliance certifying such compliance in a form suitable for recording in the County Recorder's Office. Upon recording of a statement of compliance, the review for that period is concluded. A resolution adopting a statement of compliance shall be final ten days after the Planning Commission decision, unless a notice of appeal has been filed pursuant to the provisions of the municipal code.

(F) If the Planning Commission finds and determines on the basis of substantial evidence that the property owner has not complied in good faith with the terms and conditions of the agreement during the period under review, the Planning Commission may recommend to the City Council that the development agreement be modified or terminated.

(G) The procedure for modifying or terminating a development agreement shall be the same as the procedure for entering into a development agreement, except that the owner shall be given at least 30

§ 10-3.1716 STATEMENT OF COMPLIANCE APPEALS.

(A) The applicant, City Council, or any affected person may appeal the Planning Commission's resolution adopting a statement of compliance in accordance with the provisions of the municipal code. The appellant shall bear the burden of demonstrating, on the basis of substantial evidence, that the applicant or successor in interest has not complied with the terms and conditions of the adopted development agreement.

(B) The City Council may uphold the statement of compliance, amend and approve the Planning Commission recommendation or statement of compliance, or reject it. The City Council may unilaterally terminate or modify the development agreement upon a determination based upon substantial evidence that the applicant or successor in interest has not complied with the terms and conditions of the agreement. Such determination shall be final and conclusive.

§ 10-3.1717 PROCEDURES FOR MODIFICATION OR TERMINATION.

(A) If, upon a finding under § 10-3.1715, the city determines to proceed with modification or termination of the development agreement, the city shall give notice to the property owner of its intention so to do. The notice shall contain:

(1) The time and place of the hearing;

(2) A statement as to whether or not the city proposes to terminate or to modify the development agreement; and

(3) Other information which the city considers necessary to inform the property owner of the nature of the proceeding.

(B) At the time and place set for the hearing on modification or termination, the property owner shall be given an opportunity to be heard. The City Council may refer the matter back to the Planning Commission for further proceedings or for report and recommendation. The City Council may impose those conditions to the action it takes as it considers necessary to protect the interests of the city. The decision of the City Council is final.

§ 10-3.1718 CERTAINTY OF DEVELOPMENT AGREEMENTS.

(A) An adopted development agreement and any terms, conditions, maps, notes, references, or regulations which are a part of the agreement shall be considered enforceable elements of the city's municipal code. In the event of an explicit conflict with any other provisions of the municipal code, the development agreement shall take precedence. Unless otherwise provided by the development agreement, the city's ordinances, resolutions, rules and regulations, and official policies governing permitted land uses, density, design, improvement and construction standards shall be those city's ordinances, resolutions, rules and regulations, and official policies in force at the time of final approval of the development agreement.

(B) All development agreements shall be subject to the laws, statutes, regulations or court decisions of the state and federal government. In the event any such laws, statutes, regulations or court decisions made or enacted after a development agreement has been entered into prevents or precludes compliance with one or more provisions of the development agreement, such provisions of the development agreement shall be modified or suspended as may be necessary to assure compliance by the city, applicant or successor in interest with such laws, statutes, regulations or court decisions. Nothing in this section shall be deemed to affect the validity of fees, conditions, or other exactions imposed and confirmed by the terms of the agreement.

MINOR DEVIATIONS

§ 10-3.1801 NECESSITY

Exceptions to development standards may be necessary to allow creative design solutions and to accommodate unique site conditions. The Minor Deviation process allows minor exceptions from certain requirements of this chapter to be approved at the administrative level to provide relief from the unintended consequences of the strict application of development standards.

§ 10-3.1802 APPLICABILITY

Minor Deviations do not apply to land use or density and shall not waive or modify a specific prohibition or procedural requirement. A Minor Deviation may be applied to the following development standards in any zone to the maximum reduction or increase as specified.

(A) Reduce area or lot dimension requirements to a maximum exception of 10 percent.

(B) Front and rear yard setback modifications not exceeding five feet.

(C) Side yard setback modifications not exceeding two feet.

(D) Building site coverage modifications not exceeding 10% of the minimum open space requirements specified by the Municipal Code.

(E) Excessive building height adjustments not exceeding two feet.

(F) Minor exceptions as determined by the Planning Director that provide relief of no more than 10 percent from the identified standard and meet the intent and purpose of this chapter.

§ 10-3.1803 APPLICATION AND FEES

(A) Applications for Minor Deviations shall be filed with the Planning Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and shall become a part of the permanent official records of the city.

(B) Each application for a Minor Deviation shall be accompanied by a fee in an amount as established by resolution of the City Council. The requirement of the filing fee shall not apply to public agencies.

§ 10-3.1804 APPROVAL AUTHORITY

Applications for a Minor Deviation shall be reviewed and approved by the Planning Director. As the designated approving authority, the Director is authorized to approve, conditionally approve, or deny an application for a Minor Deviation.

§ 10-3.1805 PUBLIC HEARING AND NOTICING

No public hearing is required prior to taking action on an application for a Minor Deviation.

§ 10-3.1806 CONDITIONS OF APPROVAL

In approving an application for a Minor Deviation, the Planning Director may impose reasonable and appropriate conditions in order to achieve the purposes of this Title, ensure consistency with the goals and policies of the adopted General Plan, and justify making the necessary findings.

§ 10-3.1807 FINDINGS FOR APPROVAL

(A) The proposed development is compatible with existing and proposed land uses in the surrounding area.

(B) Any exceptions to or deviations from the requirements or development standards of this chapter result in the creation of appropriate and necessary project design solutions that would not otherwise be possible.

(C) Granting the Minor Deviation will not adversely affect the interests of the public or residents and property owners in the vicinity of the project.

(D) The proposed development is consistent with the purposes of the General Plan or any applicable specific plan or development agreement

§ 10-3.1808 APPEALS

In case the applicant, or other interested parties are not satisfied with the action of the Planning Director, they may within ten days appeal in writing to the Planning Commission for further action by filing an appeal with the Planning Director.

§ 10-3.1809 AMENDMENTS

Any amendments affecting an approved Minor Deviation shall be handled as a new application.

GENERAL PLAN AMENDMENTS

§ 10-3.1901 NECESSITY

This chapter establishes guidelines and procedures for amending the General Plan. The General Plan and these procedures are to be consistent with S~~s~~tate planning laws (California Government Code Section 65300 et seq.).

§ 10-3.1902 APPLICABILITY

A General Plan Amendment is required for any change to General Plan goals, policies, action items, or any change to General Plan land use diagrams or designations contained in the General Plan.

§ 10-3.1903 APPLICATION AND FEES

(A) Applications for a General Plan Amendment shall be made in writing to the Commission on forms prescribed by the Commission. The application shall be filed with the Community Development Director. The Planning Division shall provide forms for such purposes and may prescribe the information to be provided in such application. Such applications shall be numbered consecutively in the order of their filing and shall become a part of the permanent official records of the city. Copies of all notices, reports, and actions pertaining to the application shall be attached.

(B) Each application for G~~g~~eneral P~~p~~lan A~~a~~mendment shall be accompanied by a fee as established by resolution of the City Council, no part of which shall be returnable to the applicant.

§ 10-3.1904 APPROVING AUTHORITY

Applications for a General Plan Amendment shall be reviewed and approved by the designated authority as follows:

(A) Recommending Authority. The Planning Commission shall review and make recommendations, as appropriate, to the approving authority for an application for a General Plan Amendment.

(B) Approving Authority. The City Council is authorized to approve, alter, or deny an application for a General Plan Amendment.

§ 10-3.1905 PUBLIC HEARING AND NOTICE

(A) The Planning Commission shall hold a public hearing to make a recommendation on applications for a General Plan Amendment. The Planning Commission's recommendation shall be forwarded to the City Council. The City Council shall hold a public hearing prior to taking action on an application for a General Plan Amendment.

(B) Any proposed General Plan Amendment shall be considered by the Planning Commission at a public hearing for the purpose of providing a recommendation to the City Council. Not less than ten days

before such public hearing, notice shall be given of such hearing in the following manner: by one publication in a newspaper of general circulation in the city. Such notice shall state the name of the applicant, nature of the request, location of the property, and the time and place of the action or hearing. The following additional notice shall be provided for a public hearing:

(1) Direct mailing to the owners and occupants of property located within 300 feet of the boundaries of the project site, as shown on the latest equalized assessment roll.

(2) In addition, notice shall also be given by first class mail to any person who has filed a written request with the Community Development Department. Such a request may be submitted at any time during the calendar year and shall apply for the balance of such calendar year. The city may impose a reasonable fee on persons requesting such notice for the purpose of recovering the cost of such mailing.

§ 10-3.1906 FINDINGS OF APPROVAL

Prior to approving a General Plan Amendment, the City Council shall make all the following findings, which shall be made by resolution:

(A) The amendment is consistent with the intent of the General Plan vision statement and supporting principles, goals, and policies.

(B) The amendment prescribes reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses.

(C) The amendment provides for the protection of the general health, safety, and/or welfare of the community.

§ 10-3.1907 NOTICE OF DECISION

Written notice of decision of City Council shall be provided to the applicant and all parties requesting such notification. Notices of decision are not required for actions of a recommending body. The notice of decision shall be provided as follows

(A) A written notice of decision shall be mailed within 10 days of the date of decision and shall include:

(1) The application request as acted upon by the City Council.

(2) Any conditions of approval or other requirements applied to the decision.

(3) The action taken by the City Council

§ 10-3.1908 APPEALS

Actions taken by the City Council are final and are not subject to appeal.

§ 10-3.1909 EXPIRATION AND TIME EXTENSION

No extensions of time are necessary as an approved General Plan Amendment does not expire.

§ 10-3.1910 AMENDMENTS

Any amendments affecting an approved General Plan Amendment shall be handled as a new application.

§ 10-3.1911 FREQUENCY OF AMENDMENTS

Pursuant to Government Code Section 65358, no mandatory element of the General Plan may be amended more frequently than four times during any calendar year. Subject to that limitation, an amendment may be made at any time and may include more than one change to the General Plan.

§ 10-3.1912 ADDITIONAL NOTICE REQUIRED

Pursuant to Government Code Section 65352, at least 45 days prior to Council action on a proposed General Plan Amendment, the Community Development Director shall notify the County, the Local Agency Formation Commissions (LAFCO), any applicable Native American Tribes, and any area-wide planning agency or federal agency whose operations may be significantly affected by the proposed action and each governmental body, commission, or board, including those of any school or special districts, whose jurisdiction lies wholly or partially within the City whose functions include recommending, preparing plans for, or constructing major public works projects.

REPORT TO CITY COUNCIL

Approved by:

Giachino Chiaramonte

Giachino Chiaramonte, Chief of Police

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-14

SUBJECT:

Agreement with the Madera County Animal Shelter

RECOMMENDATION:

Adopt a Resolution authorizing and approving an amendment to the Fiscal Year 2024/2025 Budget appropriating $150,000 from the General Fund balance to address a missed payment obligation under the agreement with Madera County for animal control services

SUMMARY:

In 2018, the City entered into an agreement with Madera County for the provision of animal control services. Under this agreement, the City compensates the County annually at a rate established by the agreement. A recent financial audit conducted by the County identified a missed payment obligation by the City for the 2019/2020 Fiscal Year. The proposed action seeks to appropriate the necessary funds to fulfill this outstanding payment obligation.

DISCUSSION:

In partnership with City Animal Control Officers, the County delivers a comprehensive range of animal control services, including:

- Impoundment
- Intake processing
- Adoptions
- Return-to-owner services
- Licensing and microchipping

In the absence of a City-owned animal shelter, this agreement provides the essential framework for enforcing ordinances related to the care and management of domestic animals and livestock, ensuring public safety and welfare.

Following a recent audit conducted by the County, the City was notified of a missed payment for the 2019/2020 Fiscal Year. City staff conducted a thorough review to verify the notice and subsequently confirmed its validity. To address this outstanding obligation, staff recommends appropriating the necessary funds to fulfill the missed payment in accordance with the terms of the agreement. This action will ensure continued compliance with the City's contractual responsibilities and maintain the integrity of its partnership with the County. Additionally, staff will implement enhanced financial tracking measures to prevent similar oversights in the future, reinforcing fiscal accountability and transparency in managing interagency agreements.

FINANCIAL IMPACT:

This expenditure was not included in the adopted budget, as staff was unaware of the missed payment from several fiscal years ago. To uphold a positive working relationship with the County and ensure the continued delivery of animal control services, staff recommends utilizing General Fund fund balance to cover the missed payment. Exhibit A of the resolution outlines the proposed budget amendment, appropriating $150,000 to fulfill the City's payment obligation to the County for the 2019/2020 fiscal year.

ALTERNATIVES:

The City Council (Council) may direct staff to identify alternative funding sources to cover the missed payment. Additionally, the Council may instruct staff to explore options for structured or incremental payments in lieu of a lump-sum payment.

ATTACHMENTS:

1. Resolution approving a Budget Amendment
    a. Exhibit A: Budget Amendment
2. Notice of financial audit from Madera County

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE FISCAL YEAL 2024/2025 BUDGET APPROPRIATING $150,000 FROM THE GENERAL FUND FUND BALANCE TO ADDRESS A MISSED PAYMENT OBLIGATION UNDER THE AGREEMENT WITH MADERA COUNTY FOR ANIMAL CONTROL SERVICES

WHEREAS, the City entered into an agreement with Madera County (County) for the provision of animal control services; and

WHEREAS, the City compensates the County annually at a rate established by the agreement; and

WHEREAS, the County conducted a financial audit and identified a missed payment obligation by the City for the 2019/2020 Fiscal Year; and

WHEREAS, the City confirmed the validity of the notice and desires to fulfill the City's payment obligation to maintain a positive working relationship with the County; and

WHEREAS, the amendment to the City of Madera Fiscal Year 2024/2025 Budget, listed in Exhibit A, attached hereto, is necessary to appropriate funds to fulfill the City's payment obligation.

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 Fiscal Year 2024/25 operating budget in the amount of $150,000 from available General Fund fund balance in the Animal Control contracted services account to appropriate funds to fulfill the City's missed payment obligation accordance with Exhibit A, attached hereto and incorporated by reference herein.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.

4. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2024/25 BUDGET APPROPRIATION
FOR MADERA COUNTY ANIMAL SHELTER AGREEMENT MISSED PAYMENT OBLIGATION

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
Animal Control					
1020	10202060	4900	Budgetary Carryover	150,000	
1020	10202060	6440	Contracted Services		150,000
			TOTALS	**150,000**	**150,000**

January 10, 2025

To Whom It May Concern,

Subject: Past Due Payment Balance for Animal Services Contract - Madera County Animal Services

Following an audit conducted for the period spanning fiscal year 2018/2019 through fiscal year 2024/2025, it has come to our attention that there is a past due balance of $332,326.00 related to the contract between Madera County Animal Services and the City of Madera - Animal Control (Contract 11231-18).

Key Details:

- On August 14, 2018, Madera County Animal Services entered a contract with the City of Madera for the provision of animal services within the city limits.
- Under Exhibit "B" of the contract, the payment provisions specify:
    1. An annual payment of $150,000.00, payable in 12 equal monthly installments, beginning July 1, 2018.
    2. A 5% cost-of-living adjustment (COLA) increase to the annual payment, starting on July 1, 2021, and every fiscal year thereafter.
- The County is not required to submit invoices for these payments, as outlined in the contract.

Audit Findings:

- As of January 1, 2025, Madera County Animal Services has not received the annual payment for the current fiscal year 2024/2025, amounting to $182,326.00, which includes a monthly payment of $15,193.83.
- Additionally, no payment was made for fiscal year 2019/2020, resulting in an outstanding balance of $150,000.00.

Total Past Due Balance:

- Fiscal Year 2019/2020: $150,000.00
- Fiscal Year 2024/2025 (July 2024 to June 2025): $182,326.00
- **Total Past Due: $332,326.00**

Attached is the invoice detailing the past due amount for fiscal year 2019/2020 and the seven months of fiscal year 2024/2025 (July 2024 - January 2025).
Please be advised that Madera County Animal Services will begin invoicing only upon receipt of the outstanding payments.

We kindly request that this matter be addressed promptly to avoid further disruption in services.

Sincerely,

Madera County Animal Services

205 Tozer Street
Madera, Ca 93638

Phone: (559) 675-7891

E-mail: Animalcontrol@Maderacounty.com

Billing Invoice

Bill To: City of Madera - Animal Control
330 South C Street
Madera, CA 93638

Invoice #: 2425-01
Date: January 10, 2025

Date	Activity	Qty:	Rate	Amount
7/1/2024	Fiscal Year 2019/2020	1	$ 150,000.00	$ 150,000.00
7/1/2024	FY 24/25: July 2024	1	$ 15,193.83	$ 15,193.83
8/1/2024	FY 24/25: August 2024	1	$ 15,193.83	$ 15,193.83
9/1/2024	FY 24/25: September 2024	1	$ 15,193.83	$ 15,193.83
10/1/2024	FY 24/25: October 2024	1	$ 15,193.83	$ 15,193.83
11/1/2024	FY 24/25: November 2024	1	$ 15,193.83	$ 15,193.83
12/1/2024	FY 24/25: December2024	1	$ 15,193.83	$ 15,193.83
1/1/2025	FY 24/25: January 2025	1	$ 15,193.83	$ 15,193.83
				$ -
				$ -
	FY 2024/2025: $182,326.00 - $15,193.83 monthly			$ -
DUE BY:	**February 9, 2025**		**Total Balance Due**	**$ 256,356.81**

Reminder: Please include the invoice number on your check.

Terms: Balance due within 30 days of original due date. **Failure to pay fees/fines can result in Collections.**

REMITTANCE	
Customer Name:	City of Madera - Animal Control
Invoice #	2425-01
Date:	January 10, 2025
Due Date:	February 9, 2025
Amount Due:	$256,356.81
Amount Enclosed:	

Note: If you are unable to pay full amount at one time, please contact our office to discuss possible payment arrangements with our Director Amy Toler or Accounts Payables at (559) 675-7891 Monday-Friday 10am-4pm.

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-15

SUBJECT:

Councilmember Appointments made by the Mayor to Collaborative Agencies

RECOMMENDATION:

Approve a Minute Order Approving the Mayor's Appointments to Collaborative Boards, Commissions, and Committees

DISCUSSION:

The Mayor is proposing appointments to the following boards and commissions as listed in Attachment A. Per the City Attorney, it is necessary for the Council to approve the Mayor's appointments. This is based on Government Code Section 40605 states as follows:

> *"In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute."*

The Mayor has submitted the list as outlined in Attachment 1.

FINANCIAL IMPACT:

There is no financial impact to the City as part of this item. Councilmembers receive a monthly stipend of $500 and are eligible for healthcare benefits. Should a Councilmember decline healthcare, they are eligible for a stipend of $450 per month. Additionally, the City covers expenses related to City conferences.

It is also worth noting that some boards provide stipends for appointed commissioners. These stipends are not funded by the City; rather, they are provided by the respective agencies. The stipends include:

1. **Madera County Transportation Commission (MCTC):** Commissioners receive a stipend of $100 per meeting.

2. **Local Agency Formation Commission (LAFCO):** Commissioners receive a stipend of $125 per meeting, while the Chair of the Commission receives $150 per meeting.

Both MCTC and LAFCO typically hold approximately 12 meetings per year.

ALTERNATIVES:

In the event the Council does not approve the appointments, the Mayor has the prerogative to make alternative appointments for submission to the Council at a future date.

ATTACHMENTS:

1. Mayor's Appointments to Outside Boards Worksheet

2025 & 2026 Mayor's Appointment Worksheet				
Committee Name	*Contact*	*Date/Time & Location*	*Councilmember*	
			Primary	*Alternate*
Citizens' Prison Advisory Committee	Courtney Waybright Courtney.Waybright@cdcr.ca.gov 559-665-5531 ext. 5104	2nd Tuesday – 3:00pm Valley State Prison for Women	Anita Evans	Jose Rodriguez
Council and Staff advisory regarding issues and concerns that affect the institutions and the community.				
Madera County Local Child Care and Development Planning Council (LPC) Steering Committee	Gabriela Maher gmaher@mcsos.org	Qtly at 11:30am-1:30pm MCSOS	Anita Evans	Artemio Villegas
Advises the LPC and ensures its activities are aligned with the Council's strategic plan.				
Community Action Partnership of Madera County (CAPMC)	Cristal Sanchez c.sanchez@maderacap.org 559-673-9173	2nd Thursday – 5:30pm CAPMC	Steve Montes	Cece Gallegos
Nonprofit corporation with joint efforts by the Madera County Board of Supervisors and Board of Directors representing elected officials, low income, labor, business, education, religion, and other major private organizations to address social programs and services for individuals and families in the community.				
Madera County Economic Development Commission (EDC)	Lois Leonard lleonard@maderacountyedc.com 559-675-7768	2nd Wed. – 3:00pm January, April, July, October EDC	Elsa Mejia	Cece Gallegos
City Appointment that watches over our contribution as a Joint Powers member in the EDC. One Councilmember and alternate required as part of the agreement.				
Madera County Transportation Commission (MCTC)	Sandy Ebersole sandy@maderactc.org 559-675-0721	3rd Wednesday – 3:00pm MCTC	Cece Gallegos Rohi Zacharia	Elsa Mejia
Countywide municipal planning organization for transportation, roads, infrastructure. Commissioners receive a stipend of $100 per meeting.				

San Joaquin River Conservancy (SJRC)	Ashley Bybee Ashley.Bybee@sjrc.ca.gov 559-253-7324	1st Wednesday – 9:00am Fresno Metropolitan Flood Control District	Elsa Mejia	Steve Montes
A regionally governed agency created to develop and manage the San Joaquin River Parkway.				
Madera County Arts Authority	Karen Scrivner Karen.Scrivner@maderacounty.com 559-675-7700	4th Monday – 4:00pm Madera Co. Govt. Center	Elsa Mejia	Anita Evans
The Authority was formed through a Joint Powers Agreement with a primary purpose being the development of an arts center in the City of Madera, serving the entire County of Madera.				
City Selection Committee – The Mayors of Madera and Chowchilla serve on this committee. The City Selection Committee is administered by the Madera County Clerk of the Board – The City Selection Committee meets as needed to make appointments to LAFCO and SJVAPCD Citizen Advisory Committee.				
Local Agency Formation Commission (LAFCO)	Joann Zuniga Joann.Zuniga@maderacounty.com 559-675-7821	4th Wednesday – 6:00pm Madera County Govt. Center	Jose Rodriguez	Steve Montes
Reviews and considers final action in all countywide annexations of land as it relates to cities & districts in the County. Commissioners receive $125 per meeting. The Chair of the Commission receives a stipend of $150 per meeting.				
San Joaquin Valley Unified Air Pollution Control District SJV Special City Selection Committee	Katrina Rojas Katrina.Rojas@valleyair.org 559-230-6001	Meets as needed to make appointments the SJVAPCD Governing Board. Fresno Central Region Office	Rohi Zacharia	Artemio Villegas
SJV Special City Selection Committee is charged with making appointments of City representatives to the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Governing Board.				
San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) Governing Board	Katrina Rojas Katrina.Rojas@valleyair.org 559-230-6001	Appointments are made by the SJVAPCD Special City Selection Committee (SJVAPCD Central Region-Small City Rotation).		
San Joaquin Valley Unified Air Pollution Control District (SJVAPCD) Citizens Advisory Committee	Katrina Rojas Katrina.Rojas@valleyair.org 559-230-6001	Appointments of one primary and one alternate to represent cities in Madera County are made by the Madera County Board of Supervisors.		

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-16

SUBJECT:

Acceptance of 2023 Water Meter Installation Project, City Project W-31

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of the 2023 Water Meter Installation Project, City Project W-31
2. The Recording of the Notice of Completion
3. The release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

On March 1, 2023, the City Council (Council) awarded a contract to West Valley Construction Company, Inc. for the installation of 46 automatic meter reading (AMR) water meters across the City. These meters are for service lines that have a diameter of 3 inches or greater. For context, most single-family homes have 1-inch water meters, meaning these larger meters are primarily used for larger apartment complexes, commercial or industrial properties.

The Contractor has completed the project in accordance with the plans and specifications and as modified by approved Change Orders.

BACKGROUND:

Historically, the City did not require water meters for service connections. This changed in the City at some point after the State of California (State) required that all homes be metered after 1992. Approved in 2004, Assembly Bill (AB) 2572 mandated that all municipalities install water meters by January 1, 2025, to promote water usage accountability and reduce consumption. The effect of charging for water by usage (meter reading) coupled with regulatory changes regarding water usage can be seen in Attachment 1. While the vast majority of the City is currently metered, some of the larger and more challenging services remain unmetered, necessitating this effort.

This Project installed AMR water meters at water services at 46 locations with meters 3 inches or larger (up to 10 inches). The following is a breakdown of the water meters that were upgraded per meter size:

- 3 inches: 17 meters
- 4 inches: 16 meters
- 6 inches: 8 meters
- 8 inches: 4 meters
- 10 inches: 1 meter

It is noted that one of the project sites was the Madera County Complex (which includes the County Jail Facilities) located at the northeast intersection of Tozer Street and Olive Avenue. The County Complex property is now serviced by four metered water services which include:

- One 6-inch service
- Two 8-inch services
- One 10-inch service

Change Orders

Even though most of the meters were installed on services over 20 years old, there were minimal change orders to the contract. See Table 1 for a summary of final contract costs.

Table 1: *Project Contract Cost Summary (1)*

Original Contract Amount	*Total Change Orders*	*Total Construction Contract Cost*
$923,465	$14,753	$938,218
(1) Figures rounded to nearest dollar		

Looking Ahead

While not part of this project, the next phase of the water meter projects is currently in the design phase. This future phase will include services smaller than 3-inches at approximately 300 locations. Staff anticipates publishing the Advertisement for Bids in the next few months.

FINANCIAL IMPACT:

A major portion of the funding for this project is from an Integrated Regional Water Management (IRWM) grant awarded from the State Grant (project #4600013817) which was administered by the County. As part of the grant, the City and County entered into a Memorandum of Understanding October 20, 2021 in the amount of $779,653 for this project, greatly reducing the financial impact to the City's Water Enterprise fund. The remaining amount for the project came from the City's Water Enterprise Fund.

There was no fiscal impact to the City's General Fund. The remaining amount for the project came from the City's Water Enterprise Fund.

Table 2: *Funding for this project*	
Funding Source	*Amount*
Integrated Regional Water Management (IRWM) grant	$779,653
Water Enterprise Fund (City)	$158,565
Total:	**$938,218**

ALTERNATIVES:

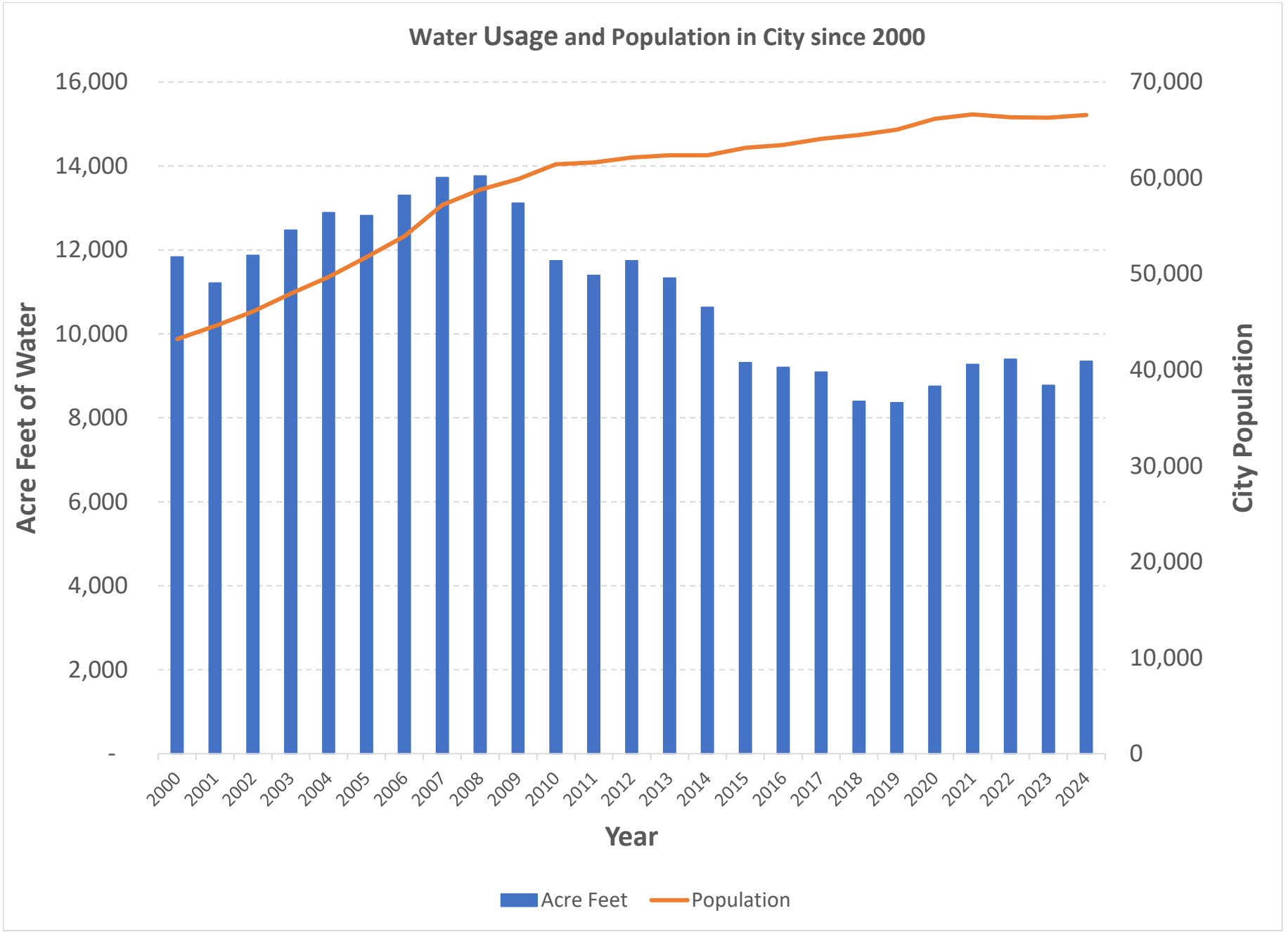
As an alternative, the Council may elect to reject the Notice of Completion of the Project. Rejection of the Notice of Completion will result in staff's inability to release retention funds and closing the Project.

ATTACHMENTS:

1. History Water Usage and Population in City
2. Notice of Completion

Attachment 1

History of Water Usage and Population in City


Water Usage and Population in City since 2000
Acre Feet of Water
City Population
Year
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
-
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
Acre Feet
Population

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 **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name	Address
N/A	

6. A work of improvement on the property hereinafter described was completed on **07/31/2024**
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".)
   West Valley Construction Inc.
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:
   Install new Automatic Meter Reading Water Meters at various commercial, industrial, and residential locations in the City of Madera.
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

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

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

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

_____ (Seal)
Alicia Gonzales
City Clerk

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-17

SUBJECT:

Construction Agreement for repair and replacement of arson-damaged equipment at Thaddeus Sran Playground at Centennial Park

RECOMMENDATION:

Adopt a Resolution approving the Construction Agreement with Dave Bang Associates, Inc of California, (Dave Bang) for the procurement of replacement of parts, demolition, and installation of playground equipment in the amount of $202,600.25, and rescinding Resolution No. 24-175 approved on October 30, 2024

SUMMARY:

On October 30, 2024, Council approved Resolution No. 24-175 approving a sole source construction agreement with Dave Bang for the procurement of replacement parts, demolition, and installation of equipment damaged by an arson incident at the Thaddeus Sran Playground. The agreement was set on $218,126.15.

The original quote provided by Dave Bang included the installation of a base utilizing Poured in Place (PIP) rubber. Since then, this part of the project has been considered unnecessary, and the vendor has provided an updated quote. Also, the company has confirmed their legal name should be corrected to Dave Bang Associates, Inc of California, thus a need to revise the agreement before it was executed. Lastly, the company has requested the agreement warranty terms be updated. As a point of clarification, the Construction Agreement approved on October 30, 2024, was never fully executed due to the latter two points mentioned.

DISCUSSION:

Property Damage Incident

In April 2024, an unknown assailant set fire to the Thaddeus Sran Playground at Centennial Park, causing extensive damage to a significant portion of the facility. Due to the severity of the damage, the playground was determined to be unsafe and City staff suspended public access to the area. Given that the damage was caused by arson, the City submitted a claim through its property insurance program. The City's property insurance covers replacement costs for scheduled property, including the playground. The insurance claim will be finalized after repairs are completed, and the settlement of the claim will be scheduled for Council consideration at that time.

The playground is currently outfitted with Playworld structures, a brand recognized for its durability, safety, and innovative design. To preserve the playground's functionality and aesthetic consistency, it is essential to replace the damaged components with parts that seamlessly integrate with the existing setup. For this reason, sole source procurement from Dave Bang, the only authorized supplier of Playworld equipment in the State, is necessary to ensure continuity and compatibility.

Since the October 30, 2024, Council presentation, several items presented themselves, causing further conversations between City staff and members of Dave Bang before the execution of the agreement could occur.

- After a thorough examination of the quotes by staff and representatives of Dave Bang, it was found that a deduction could be made to the estimate originally provided by Dave Bang, estimate CA CA261780, specifically for line item of "Install Base for PIP" referring to the poured in place rubber base. This work would have totaled $15,525.90.

- Also, the warranty that the supplier can cover is a maximum of two years, instead of five years, which the agreement originally required. The revised agreement being presented has language reflecting this change in the warranty terms.

- Dave Bang has also confirmed their legal name needed to reflect "Dave Bang Associates, Inc of California, versus the initial "Dave Bang Associates, Inc." as the agreement language had. The revised agreement being presented also reflects the correct legal name of Dave Bang.

Agreement Delays

Considering that the agreement changes have taken all of November, December and January to be presented, staff wants to explain to Council the reason for such delays.

During the Holidays and into January, there were legal settlement discussions between the District Attorney, City staff, and a Dave Bang representative, in preparation for a court hearing regarding the cost of the reparations due to the alleged perpetrator's intent to contest these

costs. It was concluded that the cost could be reduced due to the PIP rubber work not being necessary. Dave Bang did not send a revised quote until January 14, 2025, to be utilized to determine the revised agreement total.

It is important to point out that Dave Bang received the agreement a week before it was presented to Council on October 30, 2024. Dave Bang seemed to agree with the agreement initially. However, on November 8, 2024, Dave Bang sent staff a request for revision of nine legal issues or concerns related to the agreement, after the request for execution. Some of the matters were legal in nature and required further negotiations and discussions both internally and externally with Dave Bang. After the nine requested revisions were discussed and negotiated, only two matters remained. These two are the name correction and warranty requirements requested to be revised in the agreement. Those negotiations and legal revisions alone took the matter into the middle of December.

FINANCIAL IMPACT:

The costs to replace the damaged equipment will be paid from the City's Property Damage expensing org in the Insurance Reserve Fund, established as part of the Fiscal Year 2024/25 Operating Budget to ensure damaged public facilities are repaired as expeditiously as possible. The total cost associated with the Construction Agreement is shown in Table 1. Staff has initiated a claim with the City's property insurance, which insures at replacement cost less a $5,000 deductible.

Table 1: *Revised Summary of Costs for Sran Playground Repairs*

1.	Equipment replacement parts and bonds	$81,570.31
2.	Demolition and installation services	$121,029.94
Total		**$202,600.25**

ALTERNATIVES:

In considering the Council's options, several potential alternatives are identified for consideration:

- The Council may choose to request that staff bring additional information, documentation, or clarification to a subsequent meeting.
- The Council may decide to reject the request altogether. This action could result in an estimated thirty percent of the playground being demolished, thereby impacting the playground's overall usability.

ATTACHMENTS:

1. Resolution approving the Construction Agreement with Dave Bang Associates, Inc of California, (Dave Bang) for the procurement of replacement of parts, demolition, and

installation of playground equipment in the amount of $202,600.25, and rescinding Resolution No. 24-175 approved on October 30, 2024

a. Exhibit A: Construction Agreement

ATTACHMENT 1

RESOLUTION NO. 25-_____

RESOLUTION APPROVING THE CONSTRUCTION AGREEMENT WITH DAVE BANG ASSOCIATES, INC OF CALIFORNIA, FOR THE PROCUREMENT OF REPLACEMENT PARTS, DEMOLITION, AND INSTALLATION OF EQUIPMENT DAMAGED BY ARSON AT THE THADDEUS SRAN PLAYGROUND FOR $202,600.25 AND RESCINDING RESOLUTION NO. 24-175 APPROVED ON OCTOBER 30, 2024

WHEREAS, during April 2024, the Thaddeus Sran Playground facilities were damaged by fire, determined to be arson; and

WHEREAS, City intends to replace the damaged playground equipment, including demolition and installation services, at the Thaddeus Sran Playground in Centennial Park to restore the park to its original condition for public use; and

WHEREAS, the equipment to be replaced is an integral part of existing Playworld Equipment brand equipment with very particular design specifications to assemble with existing structure; and

WHEREAS, Dave Bang Associates, Inc of California is the sole source for Playworld Equipment in California, as well as the factory-certified licensed contractor for Playworld Equipment; and

WHEREAS, the need for a sole source contract between the City of Madera and Dave Bang Associates, Inc of California has been established.

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

1. The above recitals are true and correct.
2. The City Council approves the Construction Agreement with Dave Bang Associates, Inc of California for $202,600.25, attached as Exhibit A, incorporated herein, and rescinds Resolution No. 24-175 approved on October 30, 2024.
3. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A: Construction Agreement

CONSTRUCTION AGREEMENT
THADDEUS SRAN PLAYGROUND EQUIPMENT REPLACEMENT AND INSTALLATION SERVICES

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER"** or **"CITY"** and DAVE BANG ASSOCIATES, INC OF CALIFORNIA, hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for **"Supply & install a section of the Thaddeus Sran Playground equipment, for replacement of all damaged equipment parts, demolition, & installation services".**

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** after the **NOTICE TO PROCEED** there is a lead time of 6 to 8 weeks for the new equipment to arrive, after the equipment arrives, will complete the same within **forty-five (45) calendar days**. The **CONTRACTOR** shall submit Payment Bond and Performance Bond in the amount of $202,600.25 and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within five (5) working days after being notified of the award of the contract.

4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept, the sum of **TWO HUNDRED & TWO THOUSAND, SIX HUNDRED DOLLARS WITH TWENTY-FIVE CENTS.** ($202,600.25) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed at unit prices will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**. The term "**CONTRACT DOCUMENTS**" means and includes the following:

   a. CONTRACTOR Complete Bid Proposal – Thaddeus Sran Playground Equipment Replacement, Demolition, and Installation Services.
      1. Addendum No.1: Cost Summary
      2. Addendum No.2: Dave Bang Estimate CA261783 (Replacement Parts)
      3. Addendum No.3: Dave Bang Estimate CA264314 (Playground Installation)

4. Addendum No.4: Dave Bang Estimate CA263624 (Centennial Park Replacement Parts – Bond)
5. Addendum No. 5: Insurance Requirements for Contractors

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

7. Payment to Contractor. As consideration for performance of the Work required herein, **OWNER** agrees to pay **CONTRACTOR** on a time and materials basis as set forth herein, a not-to-exceed amount of $202,600.25 ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the **OWNER.**

(a) Periodic payments shall be made by the **OWNER** to **CONTRACTOR** within thirty (30) days of **OWNER'S** receipt of an application for payment from **CONTRACTOR** for services rendered. Payments to **CONTRACTOR** for work performed will be made on a monthly billing basis. The application shall include all information required by the **OWNER** and shall be in a format approved by the **OWNER.** This application shall be supported by evidence which is required by this Contract and such other documentation as the **OWNER** may require. The **CONTRACTOR** shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. **OWNER** shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.

(b) Labor and Material Releases. **CONTRACTOR** shall furnish **OWNER** with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by **OWNER.**

8. Disputes. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the

CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

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

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

(a) Claims:

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

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

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

iii. Payment of an amount that is disputed by the Owner.

(b) The Claim Must Be Timely and in Writing:

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

(c) Receipt of Claim by Owner:

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

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

(d) City Council Approval:

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

(e) Payment of Claim:

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

(f) Meet and Confer:

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

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

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

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

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

(g) Filing a Government Code Written Claim Notice:

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

(h) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth

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

(i) Subcontractor Claims:

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

(j) Filing of Action on Unresolved Claims:

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

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing

with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable

hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

Section 1777.5 provides, in part, as follows:

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

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

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

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

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

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M.

and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

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

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

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

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

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

this Agreement.

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

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

19. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS" of the Contract Documents.

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

21. Termination.

(a) Termination of the Contract for Default.

i. General: If, prior to the acceptance of the Work, the **CONTRACTOR**:

1) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

3) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

4) Fails to prosecute the Work according to the schedule approved by the City Engineer;

5) Disregards laws or regulations of any public body having jurisdiction; or

6) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

(b) Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

i. Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

ii. Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

iii. Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

(c) Notice to Cure: The OWNER will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

(d) Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

(e) The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

(f) Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

(g) Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

(h) Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

(i) Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

i. Notice:

The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in

accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.
Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

ii. Cessation of Work:

Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

iii. Payment:

The Contractor will be paid without duplication for:

1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

3) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:
Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:
John Wormell,
Davebang Associates, Inc.
1885 North Main Street, Orange, CA 92865
P.O. Box 1088, Tustin, CA 92781

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

22. Warranty. Contractor warrants to OWNER that all goods, materials, and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for two years.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

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

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

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

27. Contractor's Legal Authority. Each individual executing or attesting this

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

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

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

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

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

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

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

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

CITY OF MADERA (OWNER)

By: _____
Cece Gallegos, Mayor

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CONTRACTOR

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

Acknowledgment

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

State of California)

County of _____)

On _____, 2025 before me, _____
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Addendum No.1

Project Cost Summary			
Project Cost Summary	Quote #		
Replacement Parts	CA261783		$ 79,194.48
Playground Install (Includes Bonds)	CA264314		$ 121,029.94
Replacement Parts Bonds Cost	CA263624		$ 2,375.83
SUBTOTAL			**$ 202,600.25**

Addendum No.2

inte 1979
davebanqe>
associates inc. -1

Estimate

CA2612.83

To: City,of Madera Parks,& Ciommunity Services Dist
Attn: HeCilio:r Sanchez
701 E Slih Slireet
Mader.a, CA 93638

Estimate **Date**	Salesperson
05/03/20!24	JadcJie Bowker

C mennial Parle Replacement Pam

Due to au:rrerit **market** conditions.. our estimates are \!a d for only 14 days and are subject to dhange due to market \!olatility

Estimated **Shiffl]ing** l!late	**!ihipped a**	FOB,	Terms
5-12 Weeks	Truck-CA	Maatet"a	Net.30

Quantity	Desi::raipllion	Unit P,raice	Total **Extended**
	Mark For: Replacement rts fOl" 5-12 S ructur-e		
	Playworld'# ZZP 556, 7in BIELL(!ST MOUNT}	$273.00	$273.00
	Playworld'# ZZPM9079, TRIJU CTION	$2.348.00	$2.348.00
	Playworld'# ZZPM02!n, POST *WI* LAIUERCLIMBER(36in OR 48in DECII<)	'$873.00	'$873.00
	Playworld'# ZZPM6998, GIEO VERTICAL CLIMBER(72in DI<)	$2.72',J,.00	$2.729.00
2	Playworld'# ZZPFIM658, PI.AYWOOD ACCESS GATES	$1.230.00	$2.460.00
	Playworld'# ZZUNl4!806. SIHIHING SA.NIDS PA.NIEL INIS!ERT	$1.153.00	$1.153.00
	Playworld'# ZZUNl4795. GEAR PA.NIELINISERT	$1.4130.00	$1.4130.00
	Playworld'# ZZPM6770, RIHrYTHM SP.INNIER Hi\U=PANEL	$7.705.00	$7.705.00
2	Playworld'# ZZP 807, OVAUNSBRT PANIIEL (DECI<MOUNT}	$1.077.00	$2.154.00
	Playworld'# ZZP 8. ACCESSIBLEBUGS PANEL	$1.633.00	$1.633.00
	Playworld'# ZZP 3.2.8, **ANIMA.I** LOCATOR PA.NIEL	$1.867.00	$1.86,7.00
	Playworld'# ZZPM2696, GUDE SLII)E.(72in DECII<)	$3.003.00	$3.003.00
	Playworld'# ZZUNl9MII. 66in WHEIELCI-IAIR RAMP CIENITERSUPP.O:R:T	$192.00	$192.00
	Playworld'# ZZPM0629, LONG COATED DECK ASSEMBILY	$2.6 00	$2.664.00
	Playworld'# ZZPM:0618, 1/2 HEX COAIiED DEOKASSIEMBLY	$2.195.00	$2.195.00
	Playworld'# ZZPM:0617, TRIA!NGI!JI.ARCOATED O:ECKASSBMIBLY	$1.240.00	$1.240.00
15	Playworld'# ZZPM:0046, 5in OD X 156in STEEL POSTW/ RIVETED CAP	$575.00	$8.625.00
	Playworld'# ZZPM:0616, SiQUA.RE COATEIJDECK ASS!EMBLV	$1.572.00	$1.572.00
	Playworld# llf'f7'i>71 36in Twiist cl'imberw/ playwood	$3.097.00	$3.09'7.00
	Playworld# ZZ¥Y2916 6ft Deck to,Deck Wheelch.air Ramp wi h Playwoocl	$4.520.00	$4.520.00
	Playworld # llf'f7'i>74 uvo5'1-rerve **Oimber*WI* play„vooa**	$5,197.00	$5,19'7.00
	Playworld#ZZPM.5636	$3.995.00	$3.995.00

$ioce 1979

davebange>

associates inc. 1

Estimate

CA261283

Quantity	OesGription	Unit Price	Total Extended
1	Playworld# ZZX:X0483. COZVCOCOON· SPINNING	$4.145.00	$4.145.00
1	Playworld If Z2YY7913 Nuvo 36in Transfer Stationwith Playwood	$5.722.00	$5.722.00
	Soblotal		$70.792.00
1	Shipping	$2.562.00	$2.562.00
THIS ESTIMATETS SUBJECTTO THE ATTACHEDTERMS ANDCONDffiONS		Subtotal	$73.354.00
THANK YOU FORTHISCHANCETOESTIMATE		Tax (8.25%)	$5.840.48
-? D: rsf R '.r.:t"re :l:r . U a I W Jr N" ACHEOwMS		**Total**	$79.194.48

Accepled By
Print Name: _____ Signature: _____ Dale: _____

PLEASE SJGN ANORETURNONECOPY WHENORDERJNG.

THANK YOU!

$ince 1979
davebange>
associates inc.

Estimate

CA261283

Terms & Conditions

1 General Notes

•A.Uemblyand buuiilatioo NOT Included unless cthCM!scn01led

•P.,,pn,entd Perfotmance bondsMe NOT Included unless Cllhcrwhcst11ted.

If required, adcltlonllll dl11r9esYlll 19pply. Ple.,sc call fOfdctllils!

•Customef rc,.pond,le for quotedqu tlth:sandmodelnumbers,pJcic:e died!

•Price cctsquotedqu11ntky. PINSC request rCYIsion tf dcm equ tltybdc,.lrcd.

2 Pa1:nnent / Ordedno

TOOROEltpie.JSsign 9uCl!cand ret1Jm vl11cm11ll or fax to wold "ITfshlpolng d Nix or emllll copydeemed to be lf'.911c1q1uMllcnt of orlglMI. If Payment ¥11th0fdcr iS'reqlkcd, l))ilIIIscslgnquotebelow11ndrcb.Wnw'.ith payment. Al p,,st due11c00Unts subjectlo 1 *wm,* monthly M ccharge. In the CYCntlcglllactlon Is required to effectcolfccdon venue slid be OfaAl_le,.CA.

1 Shipping ƒ llnloadino

slllpped byCommonCarrier• CU$!0mer wll need2'4 people to unlOlld. Uftg11tc NOI lndudcd. Items'Mlibeboxed 11nd/or strctdl YoTappcd to pdcls d customerhi rcsponslbJcfOfoffl011dln9. OcllvCl')'Drivers do NOTuni

-TMPORTNff: Customer Is rc,.pond,le for rcccMn9anddlcckIA1Jqu11ntitles d conditionIll timeof dellvay •Plc11scnCl!calTfshort,,gesor d11m,,geson dellvay copy.

•Hotwhhstandlngal'l)'l}ll to tllecontra anyCantrtctDocuments, Customer undcnt.ffldsth11tc,.tlm:ited slllpmcnt times for materl11ls11rcancstimllte only. i1!.f;i! }: == f gof.!ii ngownmtcctoOwner or Customerrcgfflng tlleprojectedslllpment dlltcsfor mnrialsansdh11ll not

4 fngioeeced Wnocf Fiber

•CustomCf to provideactCSs for !nglnccr-cd Wood RICl'dcD.lery wltfl tr.xtor tnJck 1111d S3'triller.

•Customef to provideac«:Ss for !nglnccr-cd WoodRICl'dce.-ery wltfl tr.xtor tnJck 1111d S3'triller.

•Comp:,cdon of the Englnccrcd WoodRbcrls NOTIncluded In the lmtdatioo cost.If desired plNSC est u ffled propoSIII. If Comp:,cdon of the tnglnecred Wood*Rbc*was purchased,a h cap:ickyw.ster source suchllSii hydrant must av00Hablc. If applcablc, the cosc.of a meter1111d / or the costof the w11tCl'b NOTlnducd lntlle prop0SIII. J(wc needto a,cqi6'cthe meterand/orpayfor the w.stcr, plcillscrequestan upd11tedproposal

5 General Nmes for Purnbased InstaUati9o

•1nsta1111tioodocsNOTlnducdc groundprcp:ir;,tlol\.excav11tlon, s.,fcty.surladng,.and/or .511fety surf.lldng bor'dCfs,prc,pwork,f111twork,gr11dln1J, reroutingof w.stcr, elcctrlc,.d,a!Mge or sprinkler Ines unklssotflcrwlsc notedln chcpropoSIII

•Demoof Cldstlng equipment or safetysurfadng Is NOT Included unlcuothcrwlsc .statedIn the propo.5111

•ROCK OAUSE.:Pricing Isbic:ed on norm11l soil conditions wlahwould 11llow 11n11uger on a tractor to dig footings..If rocb/bouldcrs lntcrfCl'c ....-lth the progress of thecxc;av.,tkln,11ddltloMI feesITIIIY"-'PPly.

•ACCESSCt.AUS(:Jmtdatioobasedon dc11raccessto 11re11. Cnmcservkcls NOTindJdcd. Customer to provide 11cccssfor bobcatto worl:ar bobcatwil be provkledby IIISUIIICl'. Minimum aotCSS slllllllbe /'¥ride1111d7' high. If 11deqwtcllcccssls not provided aoddltioo11l charge,.ITIIIY!pplyand rep:111 to l11ndsape and lITIIJ.stlon ffill)'berequired. CustomerIs rcsponslbJcfOf y rqwdfstol11ndscapc If proper«ccub n01lprovided.

\1111.flYCLAUS.E: Inst1ll11tlon to Include m11rldngof utlltlesbyDigAlert. Dig AlertCANNOTlocate11nyprt.,.stelln!S, PvCor pl11stk w.stullnes..lrmalllltiood docs NOTlnducdc rep:ilr or relocating 11ny underground utilitles. sud!e dnlln11gc, lrrilJ.stlol\. IM! w11terlhes,mainlow vol'1119elilles,911s, elcctrlcaL oornmunklllllon, or Scwef etL CustomCfSrcsponsi611ity to prO'wfdcloc.elioos of 11nyutllltic,. prior tooommentemenlof w

•CustomCf b rcspo,nsiblc for .,11l11ndscapc rc0.,h sud!ls, but notlmhcd todllm11gcd trees,bushes,1_.n, cur g..ddcw.,lkund/or llSphalt ng auscdby materl11ls truck d/or 2-tonbobcatnce<led COoomplctc project.

•1nsta1111tioodocsNOTlnducdc groundprcp:ir;,tlol\.excav11tlon, s.,fcty.surladng,.and/or .511fety surf.lldngbor'dCfs unlcuothel'Ylisc nCl!cd

•Beforeweproceed....-lth tfleplaygroundlnstaillllltkln, tflepbyground aorc11MUSTbe comp:ictcd,be free of dcbtis,andcxc;av.,tedaot0nln9ly. Plc11sccall for dctllils.

•Conuetep:idfor *.surl.xc*mount kcmsNOTlnduded d MUSTbe providedbywstomCl' unless cthCM!scstiled.

surl.xc mountanchoring to asph11lt 11nd r 11reub NOTIncluded unk!ssotllcrwlsc 5lalcd.

•PrivlIteUtllkyloc.etof b NOTlndudcd unlc:.uotllC!Whc noted. Ptt,,.,te Utility Locator CANNOT be.etc 11nyPVCor plastic w11terlines

•1nstai111,tioodocsNOTlndudc SIIWcutting and/or oorcdtaig unless otherwise noted

•1nsta1111tioodocsNOTlnducdc jac.kh11m..mcrlng. Ple.,sc cal for dctllils.

•*NC/* MUSTh11vcnorm:ildcondltlons 11ndbe kNel.

•All Athk!dtEquipment G011ls .suchauootCl',footbllll, etc,lrmd k>c:ltlon MUSTbe marked out bywstomCl' priOfto Inst11H11tlon, tfl wllSpurchllSed

$ioce 1979
davebange>
associates inc. 1

Estimate

CA261283

6.lemoocacv feodoo

-SCOUritvgwrdsand/Of lempcraiy (endng lo Pf I Inlurles, v,fffdallsm ,ffld/01'acddental dltmagelo Inst:ill aore11or lo Ihe rubberiledsurfacewhle Itsds Is NOTIncilaed ur4essnCl!cdonqucile. If dciired,tlleInst:i'!!eo am put upa,utloo t-:ipe,bul Tempor11ry Fcn i!!9 ISrecommended. Altllough Ihe (endng, I(prowled,Is Intended to provide tlllssecl.rity, the o-..erllll securllyof Oleproperty Is ultlmlltelythe respoosibalty *o(* wstomer.We11re not responsibk for lmY vandalism°' In)Jrles even whh Oleprovisionol'the fendng.

/ ADA Access

•PlllyE<iulp,rnenl MUSTbe Installed over110lmpaCN1bsorblngsurf11ce such11s ADAcompl1;$0t Engineered WoodFiber *or* Rubber Sur(;x.lng. If net quoted, please call fer i!efds.

-This11re11Is NOT ADAcompl1;$0t wllhout the Install11tloo *o(* com nlsur(adng 11ndan aotesSibJerouteuplo ,$lidInto the p&llygroundare.,..Plei,se Cllfor detllils.

8 Pm,red:in:Place811bber S1utadno

•lbJbber Surfadng oure timeIs normally 472.hoinll!ldcanvarydepending oo wealfler condltlollS.

•lbJbber Surfadng caooolbe Instllled during mremeweatller conditions,$lidmayllllsonot be Instded f rllinor fro:sl Is fOfec:istdurlng the curetime.

•,4.Hour MannedSecl.rityIs NOT Induded for rubber.

9 5badf:5htltenCoonOSAl

shaode Sheller lOS'!alllldon prkeEXCLUDES• unless otherwhestated In thisquote• engineering, permits, permit submittal ft pllll!lS, .i;pedalnspecdons.. soil rc,ports..Impact fees,spedal assessment *(ees.* Customerls reponsibk for lmY1111d1111 of theseliemslf requiredby the Clly.

shaode Sheller m-mu(arturc dme ls6-8weeks. PermlttlAlJcan11dd2"4 wecbormoreto leadtime. PLEASE NOTE:ShadeOrders11reNOT relei,sedInto production untl permitIslswed!

shaode Sheller lflSUll!ldon prkeEXCLUDES conaetepad,footings, masonrycclum.ns, elcctrlcal wiring and lights unlessotllctWiscnoled.

10 5badf:5htltenCQ:SA)

-6-8Wedek!11dtimels AFTER OSAapprowl by your lmhltect of dlolce

• Customer to rccet.-e shade shelter. If recelvlnlJby us Is needed,pleasecall fOf prklnganddetllls!

• Joblo be completedIn one mobllutloo. Additional mO'w'eSwil be addltlonailprldnlJ f welJferequired to remobll.-edue to schedule Issues,stop work or II delay In work not causedby us

•PrldAlJdoes*NOT* Include, 11rchltcctunil drawlngs.. sitefplot plans, DSAsubmkt:"111fees.job site lm;pcctor fees, sllopweldlng Inspection fees,ll!!ldlcr pennies

•OSAln.pl11nt WeldlAlJInspector to be .. ed by the School District. Welding Inspectorftt he NOTbeenquCl!cd.

-schoolOis1rict / Afchltect e fOf submissionof p&llnsto DSAfOf OSAapproval

•Fabricationcannot start untll lm;pcctloos havebeencoordinated, coloBhavebeenselected, and approvedp&llnsrccet.ed.

•Fabricationcannot start untll lm;pcctloos havebeencoordinated, coloBhavebeenselected, and approvedp&llns

11 fff'l(.1moo Wages

• Pr-cvalln Wa,gesNOTInduded untessotllerwhenoted. (le: Davis 011coo,TERO, ect.) IftllIs Isa Prev11HlngWageproject,plell!Serequest11ltcm* prklng.

•If Pr-HIAlJ*Wi,;es/*DavisBaconWages werelNCLUOEO,dother spc<.iai!W0f1c.feesNOTIncluded •Addldon11l Labor Chargesm11yapplyii'defnalel11bot Is required.

•u DIRProject RegIstnltlon Isrequired, wortmaynotbegin I.lfldl we receiveDIRPreject JOnumber

12 Jodf:mnitl'Pmvisi9n

• HolwilhstandIng anyt}llng to OlecontraryIn any Contract Documentswe sllal haveno dutyto defendor Indemnify Owner.Customer,*or* lmYotller partywe a,gree to defendor Indem.rilfy In ,fflyContractDocumentsfOfIflatpordonol',fflyd11lm MisIngout ti the 00mp11ratt.-c f.wlt ol',fflypartywea,gree to defend°' Indemnl(yln 11nyContndOoouments.

n IDSIIOOce

Avall•ble lruurarKe

Umbrella / ExcessU11billty:

tad!Occurrence• S2.000,000.00

Aggregate• S2,000,000.00

Geneni!LbbllityUmlts:

Oeductlbk • $2,500.00

tad!Occurrence • S1,000,000.00

011,na,ge to RentedPremises• SI00,000.00

$ioce 1979
davebange>
associates inc.

Estimate

CA261283

Media.I bpense• SS,000.00
PeNom,U, AJJv lnjl.W)'• Sl,000,000.00
GenenilAggregate(per ptojed:)•S2,000,000.00
Products Comp/OPA99• Sl,.000,000.00
bdudesContr.ertua Uabllty
AYlilablc Endorsements:
Addltlonal lnsi.ed OA!Joh-.i OpCl'MionsCG.2010
Addltlonal lnsi.ed Completed Opemlor,s CG 20.37
PrlmlJI)' NoncontributOf)'JFG,G,.
Wa.Mr of S1JbrOIJrion CG24CM.
Per Project Ag9reg11te JFG,.G,,.006S
Per Location A99regi,te £FG.G.oo64
Al.ltoUabllllty Umlls:
(MyAulo, Hired Auto5, Hon,()ymed Aulos)
Combtled Single Umlt S1,000,000.00
AYlilablc Endorsements:
Al.ltoBlanket Addltion111 lnsi.ed/W111ver of Subrog11tloo CA.T.l53
WorkcnCompel\Mtion 11nd EmploycnUabllllty:
Udl Acddent•Sl,000,000.00
OisellSe(te Employee) • S1,000,000.00
Olse11se(P UmlQ• S1,000,000.00
Wa'tw'er ofS1JbrOIJrion Endonementav,,l,tbk upon request
CA WCCM0306

Initial: _____

Addendum No.3

Estimate

Ince l'J79

davebange>
associa es inc 71

CA264314

To: Cicy of Madera-iParks 8c Community Senrroe.s Dist
A.urn: Hector Sanch,ez
7·01 E 5th Street
Madera, CA 93638

Estimate llalie	Salesperson
01/08/W-2	Jadkie Bowker

Cente-rmial Park - Option 1 - REV

Estim.atJed .Shipping Date	Shipped Via	FOB	Terms#
2-3Weelks	Truck-CA	Marnera	Net30

Quantity	E>esuiption	Unit Price	Total Extendeo
1	SitJe Prep by a Licensed ·Gontractor to IN CIUDE prevailing wages: - Demo/Remove Existing Eq;1.1ipment and Rubber	$38,410.00	SJ.BA10.00
1	[nstallation by a Factory Cenified Licensed Contractor tJo INCLUD:Eprevailing w es: - Install Replacement ay 6quipment - Install Geotextile Fabric	$41,100.00	$41,100.00
2,209	2,209 sf of Brown Rubb:er Bark at 12.0" in depth ·•To INCLUDE prevailing wages	s11.20	S37,994.SO
1	Payment & Pertbrmance Bond	$3,525.14	sa,s2s.14
	The ab:o\lleprice is l:Jas.esot on utilizing llle Fenoe Builder labor ratie cla ssifa:ation(s) · ΓΠ this(.·ob requires DIR project regisrration (PWC-100),please list this c assification. If another labor classificaoon is required, please let us know so we can revise tllis quote, if needed.		

rti/5 ESTIMATE15 SUBJECT TOTHEATTACHED TERMS AND CONDiriONS	**Subliotal**	$121,,()29.94
THANK YOU FORTHIS CHANCE TO ESTIMATE	Tax (0%)	$0.00
D.o.o !11111urci., •. lt!.11I:S. PI.9SED TOSU9tJ[I TJ11[ill.!IOV[E!511L\tll.l[FO YOURC-Ot-IS[D!;RAIJON.SI'IOULD YOU pLL([AN0. 01; !IEAS51JR;ED IT Will ECEIV[OUROMPT li.TTENTION,rHIS ESTIMATE 1 S:!I mrro THEAITli.CHED HEIMS AND CON ONS, MID !SWd.IDFOJIMIDA'IS..nlEREAITTR,ITIS U!IJEafO OWN E HOUTNOTICE.	**Total**	$l21,,(l29.94

Accepted By
Print Name: _____ Signarure: _____ Date: _____

PLEASE SIGN AND RETURN O E COPY WI--IEN OREJEIRING. ***THANK YOU!***

daveba ng
ossociotes inc.

Estimate

CA264314

Terms & Conditions

1 General *Nares*

'"Assembly and tnstallation NOTIncluded unless othet'Wise noced

•payment and Perfoonance bonds are NOTIndUded unles.sotherwfSestated.

tf reqlJired. additional charges winapply. Pleasec.aUfor detalkl

•cusromer responsible for quoced quantities and mod numbers, piease check!

"Pfkereflects quoced quantity. Pleaserequest revlSioo If altemate quantity iSdesired..

2 Pavrnenr / Qrderioo

"TOORDER. please Sign quotea.nd rerumvia em.al.I or fax to aVOidarr,shipping delays. Fax *or* email copydeemed to be legal equivalencof ortglnal. If Payment with Order Is required, otease slgo quoce belowand reuxn with payme-m..All pastdueaaounts subject to 1 ½91>monthly flnance charge. tn the evenclega.l action Is required to effect colfecdoo venue shat.I be Ofange, CA..

3 Sbiooino / I Unloadino

pped *bf* commoncamer- cusromer wnl need2-4 people to unload. Uftgare NOTIndUded.I.terns 'MUbe boxed and *for* stretch wrapped to pallets and cusromer Is responsible for offloadi.ng. Del1Yery Dr1Ye<sdo NOTunload

...IMPORTANT: customer iSresponsible for receiving and checkl.ng quantities and co.ndltkln at time of dellYery -Pleasenote any shortages or damages *o.n* delivery copy.

'Notwithstanding anything to the contrary in any conu-aa OOC:tXnents. customer understands that estimated shlptnenc times for mate11alsa.re an estimate only. we have nocontro4oversfilpment dates.We thus makeno guarantee toOWner or customer regarding the profeaedshipment dates for materials and shall not be liable *for* any loss causedby the dming of shipments

4 Enoineece<lWood fiber

•cusromer to prow:le accessfor Engineered WoodFiberdet1Yery with traaor truck and53' trailer.

•cusromer to prow:le accessfor Engineered WoodFiber del1Yery with traaor truck and53' trailer.

•compaction of the Engineered woodFiber iSNOTIndUded in the InstallatJoo cost.*If* desired please *re* an updated proposal. tf compaction*of* the Engineered WoodHber was p!J'chased, a hiah capacity water source such as a hydrant must beavailable. If applicable. the cost of a meter and/*or*thecost *of* the water Is NOTI.ncluded in the proposal. tf wene-ed to acquire the mete<and/ or pay for the water, pleaserequest an updated propos.a.l

5 General NotesfoePurcbase<lJoSJaUarinn

"Tnstabtion does NOTinclude d preparation. excavation,saferv surlad.ng, andforsafery surfacing borders.prep wort,flat WO<k.grading,.erouting of water, electl1(. dra.inageorsp11llder lines unless otherwfsenoted in the proposal

•oe-moofex!Stf.ng eqLlpment or safety surfadng Is NOTI.nduded I.Wlless otherwisestated In the propos.al

'ROCK CLAUSE:PricInQ Is based on norma.l solt cooditOOs which would allow an auger ona tractor to dig footings. If rockSJboulders Interfere with the progress of the e«.ilvat.iOo, addJilonal fees may apply.

'ACCESS CIAUSE: tnstallation based ondear accessto area. craneservk:els NOT Indu ded.cusromer to prowle access *for* bobc.at to W0(1(area. bobc.atwiJI be provided by Jnstaffer. Minimum acces.sshall be *7* "6deand *7* high. Jf adequate acces.sis not provided additional charges may appiy and,epalrs to landsc..ape and ,rtlgatlOo maybe required. Custome, IS respons.Jble for any rep.alts to iaOOscape If proper access iSnoc prcwided.

'IITIUTY CLAUSE:JnstaUat.iOoto include mar1dng of ..allIties *b-j* Dig Alert.DigAlenCANNOT locate any privatelines. PVCor plastic wate<lt.nes. tnstallationdoes NOTIndude repair o,relocating anyunderground utllJties, suchasdrainage, IrtlgatJo.n,live water Jines, main low voltageUnes, gas. e.lec.trlcal. communication, or sewer etc.customers responSibllliry to provideloc.atiOns of any utllJtles pr1or to commencement ofwol1(.

•cusromer Is res,>c¥1slble *for* all landscape repairs suchas, b..a not limited to damaged trees.bushes, lawn, curbing, sidewalks and/or asphalt pa-Ang caused*b-j* materials trucka.nd/or 2-ronbobc.at ne-e<led to complete project.

"Tnstabtion does NOTinclude ground preparation. excavation,safety surlad.ng, andforsafety surfacing borde<sunless otherwfse noted

'Before we proceed with the playground InStaJlat:ion, the playground area MUSTbe compaaed,be *free* of debris, a.nd e)((avated accordlngty. Please call for details.

•concretepad for surface mount items NOTIncluded and MUST be provided by customer unless otherwise stated.

acemount ancho(fng to asphalt and paverareas Is NOT Induded unles.sotherwfse stated.

'PmateUtility Locator Is NOT Induded unless otherwise noted. Private UtlltylocatorCA.NNOT locate any PVCor plastic water li.nes

"Tnstabtion does NOTinclude saw cuttingand/or *CO<e* dr111i.ngunless:otherwise noted

"Tnstabtion does NOTinclude jad:hammerlng. Please call*for* details.

'AreaMUST havenormal soilconditions and be level..

'All Athletle Equipment Goalssuch as soccer, footbaJI, etc,install loc.atiOn MUST be marked out *b-j* customer pl10(to Installation, Ifl.nstallat:ion was p!J'chased

daveba ng
ossociotes inc.

Estimate

CA264314

6 Jemppracy fencing

ur1ryguards andfor tempo<ary fendng to prew-m I ul1es.vandalism and/or acdde-mal damage to Install areaor to therubberiZedsurface while It set:sis NOTinduded unlessnoted onquoce.If des.red. the Installerscan P.,Jtup caution tape,but Temporary Fencing ISrecommended. Although the fenc.ing, If provided, Ismtendedto pro\lide this security, theowra11secur1ryof the property isultimately theresponsibility of customer. we are not res.ponSible for ar')f vandatlsm « I.njur1eseyenwiththe prcwlslon of thefendng.

Z APA Acress

i"?'ci I at MUSTbe InStaJled over an Impact-absorbing surface suchas AOAcompliancEngineered Wood Aber or Rubber surfadng. Jf not quoced, please

"'Thisarea IsNOT ADAcompliant without theInstal.lattoo ol compliant surfacing and an access.ible route up to and Imo theplayground area.Pleasecall for details.

8: Poure<H0:PlaceR11hber Surtacing

"'Rubber surfacingcure timeiSnormaJly48-72 hours and canvarydepending on weather conditions.

"'Rubber surfacingcannot be installed during extreme weather conditions andmayalso not be Imtalled ifrain or frost Is forec.ast durt.ng the cu(etSme.

"48-HourManned Securtty ISNOT included f0<rubber.

9 Shade Shelters(DOC QSA)

"Shade Shelter Installation prtce EXCWDES - unles.s otherwtsestated in thISquoce • engi.ne«ing, permIIS, permit submInal. site plans. spedal InSpections.soil reporu., impaa fees.spedal ass sme,m fees. Ct.6tomer Is r ponSIble for any and all of theseItemsIfrequired by theCity.

"Shade Shelter manufaaure tSmeIS6-8weeks.Perminingcan add2-4weeks or mo<e to lead time.PLEASENOTE: Shadeordersare NOT released Into production unt11permit Isls.sued.!

"Shade Shelter Installation prtce EXCWDES concretepad,foOO.ngs,masonry columns. eleatlcal wiring and lights unlessotherwise noced.

10 ShadeSbelrecsCPSAl

w6-8Week lead timels AFTERDSAappr<wal by your archltea of choice

,.Cusromer to receil\'e shade shelter. tf receM.ngby usls needed, please call for pr1dnga.nd detailSI

,.Job to be compleced in onemobilization. Additional mowswiJlbe additJonal pricingIf we are required to remobilize dueto schedule ls.sues,stopwork«adelay In work notcausedby us

"Pfki.ng does NOTl.nclude. archlteaural drawings, Slte/P,ot plans.DSAsubmInal fees.Job site inspea0<fees, shop we.ldIng InspectlOnfees.and/or permits

"DSAi plancWelding TnspectO<to be hired by the SChool Oistrtct. Welding tnspector fff hasNOTbeenquoced.

Dis.Ula/ NChltea responslbie f0<submission of plans to DSAfor DSAapproval

"Fabrt<.attoo cannot start until Impections have bee-n coordinated, Worshave beenselected, and appr<wedplans rece1Yed.

"Fabrt<.attoo cannot start until Impections have bee-n coordinated, Worshave beenselected, and appr<wedplans rece1Yed.

11 P'cevailino Wages

"Prevailing WagNOTIncluded unlessotherwisenoted.. r.e:DavisBacon,TfRO, ecL) Jf thISis a Prevailing wageprOjea. pleasequ t allemare pocing.

"'IfPrevailing Wag /Da'MBaconWageswereJNCWDED. all oche-r speda1work feesNOTInduded • AddltiO.nal Labor Charg mayappl'jIf alternate labo<IS reqtJired.

"'IfDIRPrOject Regis.tratJonls requJred. work maynot begl.nuntil wereceiveOIRPfOjea IO number

12 Indemnity PcAYision

'Notwithstanding anything to thecontrary in a,,,. conu-aa OOC:t.ments weshall haveno duty to defendor Indemnify owner customer, or anyother party we agreeto defend« indemnify in arr,comraa OOOJT1en1s. f0<thatpomooof anyclaim arfs.ing out of thecomparatlYe fault al anyparty weagree to defend or Indemnify Inany Contract oocume-ms.

n Inmcance

Avallable Insurance

Umbreffa/ ExcessUabllity.

Eachocaxrence • 12.000,000.00

Aggregate• s2,000,ooo.oo

General liability LimJt:s:

Dedual.ble • 12,.SOO.OO

Eachocaxrence- 11.000,000.00

Damageto RentedPremis -1100.000.00

daveba ng e> J
ossociotes inc.

Estimate

CA264314

MedJca.l expense• ss,000.00
Personal & AdvInjury• s1.ooo,ooo.oo
General Aggregate(perprojea) • s2.ooo,ooo.oo
Products COmplOPAgg • s:2.000.000.00
Excludesconuaaual liability
Available Endorsements::
Additional Insured OOgOing Oper.ittoos CG2010
Additional In:Sured completed operations CG 2037
PrimaryNonconfllbutO<y I.FG-G-0094
wa.Jverof SUbrogattoo CG 2404
PerProjea AggregateIf<i-G-0065
Per Location Aggregate IfG-G-0064
AutoUabillty Limits::
{AnyAuto.Hired Autos.Non-Owned Autos)
Combined Single limit s1,ooo,ooo.oo
Avallabie Endorsements::
AutoBlanket Additional Imured/Walver ofSubrogationc.\1353
WOI1(e,s compensation and Employers UabUity.
E.achAcdde-m • S1,000,000.00
Disease {'EaEmployee) - s1.ooo,ooo.oo
Disease {POticyUmlt) • s1,ooo,ooo.oo
wa.Jverof SUbrogattooEndorsemenc availableupon request
CAWC:040306

fnldal: _____

Addendum No.4

since 1979
davebang associates inc.

Estimate

CA263624

To: **City of Madera-Parks & Community Services Dist**
Attn: Hector Sanchez
701 E 5th Street
Madera, CA 93638

Estimate Date	Salesperson
10/29/2024	Jackie Bowker

Centennial Park Replacement Parts - Bond

Due to current market conditions, our estimates are valid for only 14 days and are subject to change due to market volatility

Estimated Shipping Date	Shipped Via	FOB	Terms #
5-12 weeks	Truck - CA	Madera	Net 30

Quantity	Description	Unit Price	Total Extended
1	Payment & Performance Bond	$2,375.83	$2,375.83
THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS		**Subtotal**	$2,375.83
THANK YOU FOR THIS CHANCE TO ESTIMATE		**Tax (0%)**	$0.00
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.		**Total**	$2,375.83

Accepted By
Print Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Addendum No.5

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND SERVICES CONTRACTS

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $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 Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-18

SUBJECT:

Piggyback purchase agreement change order for Fleet Division-related purchases and accompanying budget amendment

RECOMMENDATION:

Adopt a Resolution approving the State of California piggyback agreement change order in the amount of $4,535.66 with Downtown Ford of Sacramento for the purchase of three utility trucks and an accompanying budget amendment increasing appropriations in the Fleet Acquisition Fund

SUMMARY:

The Fiscal Year (FY) 2022/23 Adopted Budget for the Fleet Replacement Program (Org Unit 3070-1250, now 3065-0000) approved the purchase of new utility trucks for the Airport, Facilities, and Water Maintenance Divisions of the Public Works Department. Downtown Ford of Sacramento recently received the three chassis for these vehicles. The dealer held the original quoted price for the chassis; but, the utility bed upfitter submitted updated pricing for manufacturing and installing the specified beds. To cover the additional cost, staff is recommending approval of an accompanying budget amendment increasing the Fleet Acquisition Fund's appropriations by $4,536.

DISCUSSION:

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by

the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division consistently purchases various commodities throughout the year essential for its daily operations, ranging from vehicles and equipment to miscellaneous goods and services. Given the diversity and volume of procurements managed by the Fleet Division, it is well-suited to efficiently utilize the piggyback procurement process.

Fleet ordered three new utility trucks for the Airport, Facilities, and Water Maintenance Divisions of the Public Works Department with PO#30230308 dated March 09, 2023. Due to constraints and delays at the factory, the dealer recently received the new chassis for the three vehicles. The dealer held the original quoted price for the chassis. However, the utility bed upfitter submitted updated pricing for manufacturing and installing the specified beds, as the original quote is nearly two years old.

Table 1 shows the price increase for the three chassis ordered on PO#30230308. The Fleet Division is requesting approval of the change order and budget amendment to cover the additional charges.

Table 1: *Comparison of Old Price vs. Updated Price*

Division	*Vehicle*	*Original Quote*	*New Quote*	*Difference*
Airport	F350 Utility	$73,309.87	$75,309.87	$2,587.17
Facilities	F350 Utility	$71,049.61	$71,122.13	$72.52
Water Maintenance	F350 Utility	$85,286.90	$87,162.87	$1,875.97
Total	**-**	**$229,646.38**	**$233,594.87**	**$4,535.66**

FINANCIAL IMPACT:

The original purchase was budgeted in the Fleet Acquisition Program (Org 3070-1250) FY 22/23 budget and has been carried forward to the new 3065 0000 in the 24/25 Fiscal Year. Additional funds of $4,536 will come from a transfer from the Airport, Facilities, and Water Maintenance Divisions. These three divisions have adequate savings within their budgets to pay for the additional transfer to the Fleet Acquisition Fund. However, a budget amendment is necessary for the Fleet Acquisition to pay for these additional costs.

ALTERNATIVES:

An alternative to the change order would be to not accept the change order for the price increases and not receive the trucks.

ATTACHMENTS:

1. Resolution approving State of California piggyback purchase change order.
   Exhibit A: Budget amendment
2. State of California piggyback contract documentation

RESOLUTION NO. _____

RESOLUTION APPROVING THE STATE OF CALIFORNIA PIGGYBACK AGREEMENT CHANGE ORDER FOR THE PURCHASE OF THREE UTILITY TRUCKS

WHEREAS, a piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

WHEREAS, the City Council ('Council') approved Ordinance 996 C.S. on December 21, 2022, which added Title II Section 4 Purchasing Procedures to City's Municipal Code; and

WHEREAS, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

WHEREAS, staff has conducted a due diligence and determined that a piggyback purchase through State of California best meets the City's interests; and

WHEREAS, the three utility trucks were ordered on PO 3023-0308 dated 03/09/2023; and

WHEREAS, the piggyback was approved by Council on May 17, 2023 with Resolution 23-65; and

WHEREAS, the original purchase order was based on March 2023 pricing; and

WHEREAS, the increased cost for the three chassis is $4,535.66 higher than the original quote; and

WHEREAS, the Fleet Division needs a change order and budget amendment to pay for the increased price.

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

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

2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the city.

3. The Council approves the State of California piggyback change order agreement for purchase of utility trucks for Airport, Facilities, and the Water Maintenance Divisions in the amount of $4,535.66.

4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the State of California agreements and California law, and subject to approval as to legal form by the City Attorney.

5. The budget amendment for $4,536 is approved. The Director of Financial Services is directed to adjust the City's Fiscal Year 2024/25 Amended Budget in the amount of the approved amendment,

6. This Resolution shall take effect immediately upon its adoption.

* * *

EXHIBIT A

CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET APPROPRIATION
FOR 3 UTILITY TRUCKS CHANGE ORDER

FUND	ORG	OBJECT CODE	DESCRIPTION	(+)	(-)
EQUIPMENT FUND					
3065	30650000	4355	Transfer Vehicles &		4,536
3065	30650000	7000	Equipment	4,536	
			TOTALS	**4,536**	**4,536**

ATTACHMENT 2

State of California Piggyback Contract Documentation

https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Fleet/11-2024/Contract-User-Instructions---TRUCKS---Supplement-15.docx

https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Fleet/11-2024/Attachment-A-Pricing---TRUCKS---Supplement-15.xlsx

https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Fleet/11-2024/Attachment-D---Vehicle-Specifications---Supplement-15.xlsx

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-19

SUBJECT:

Black Saints United Fee Waiver Request for the Black History Month Celebration Event

RECOMMENDATION:

Adopt a Resolution waiving the rental fees of the Pan American Community Center on February 16, 2025, related to a Black History Month Celebration hosted by the Black Saints United, at an anticipated fee rental of $935

SUMMARY:

The City has received a request from the Black Saints United seeking a waiver of rental fees for the use of the Pan American Community Center (PACC) to host the annual Black History Month Celebration. The event is scheduled for Sunday, February 16, 2025, from 3:00 p.m. to 5:00 p.m.

DISCUSSION:

The Black Saints United have submitted a formal request to use the PACC, specifically in the gym area, for their annual Black History Celebration event. The event is planned for Sunday, February 16, 2025.

February is Black History Month, an annual celebration of achievements by African Americans and a time for recognizing their central role in U.S. history. Since 1976, every U.S. president has officially designated the month of February as Black History Month. Black History Month was created to focus attention on the contributions of African Americans to the United States. It honors all Black people from all periods of U.S. history.

This report provides details of the request and its alignment with community engagement and celebration of the community's residents.

FINANCIAL IMPACT:

The applicable costs associated with the rental of PACC, with the space as requested, are summarized in Table 1, which would be applicable for this rental. Costs are derived from the City of Madera Master Fee Schedule.

Table 1: *Estimated Financial Impact Without Fee Waiver*	
Administrative Fee	$25
Deposit	$200
Gym Rental at Pan-American	$660
Early Access Fee	$50
Total	**$935**

The total applicable cost for the PACC rental would be $935.

ALTERNATIVES:

The Council may elect to reject the fee waiver and require the Black Saints United to remit any associated fees if they wish to rent PACC for the Black History Month Celebration event.

ATTACHMENTS:

1. Resolution – Waiving the rental fees of the Pan American Community Center on February 16, 2025, related to a Black History Month Celebration hosted by the Black Saints United, at an anticipated fee rental of $935

ATTACHMENT 1

Resolution – Waiving the rental fees of the Pan American Community Center on February 16, 2025, related to a Black History Month Celebration hosted by the Black Saints United, at an anticipated fee rental of $935

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA WAIVING THE RENTAL FEES OF THE PAN AMERICAN COMMUNITY CENTER ON FEBRUARY 16, 2025, RELATED TO A BLACK HISTORY MONTH CELEBRATION HOSTED BY THE BLACK SAINTS UNITED, AT AN ANTICIPATED FEE RENTAL OF $935

WHEREAS, the City has received a request for waiving of fees for the rental of the Pan American Community Center (PACC); and

WHEREAS, the request is from the Black Saints United; and

WHEREAS, the Black Saints United are looking to host a Black History Month Celebration event; and

WHEREAS, the request is for rental utilization on Sunday, February 16, 2025, from 8:00 am – 6:30 pm, including setup and cleanup time; and

WHEREAS, the estimated fees for the request are calculated based on the City of Madera Master Fee Schedule; and

WHEREAS, the fees for the event are calculated at $935; and

WHEREAS, the Black Saints United are still subject to providing insurance documentation for City facility rentals that meet City requirements.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Council finds that the waiver of fees as set forth in this resolution serves a valid public purpose in that the Black Saints United is a local community organization, and this event provides the opportunity for the community to celebrate Black History Month, created to focus attention on the contributions of African Americans to the United States.
3. The City Council does hereby waive the City fees for Rental Fees of the Pan American Community Center on the date and time identified, subject to confirmation of insurance.
4. This resolution is effective immediately upon adoption.

* * * * * *

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-20

SUBJECT:

Appointment to the Transit Advisory Board.

RECOMMENDATION:

Adopt a resolution approving the appointment of Andrew Albonico to the Transit Advisory Board

SUMMARY:

The Transit Advisory Board (TAB) is comprised of seven (7) members. Each member of the City Council makes a nomination to be considered for appointment by the Mayor and the Mayor has one direct appointment. Appointments are subject to approval of the City Council by resolution. At this time, Mayor Gallegos has appointed Andrew Albonico to the TAB. The requested action is to approve the appointment of Andrew Albonico.

DISCUSSION:

The TAB serves in an advisory capacity to transit staff and City Council on matters pertaining to Madera Metro's public transportation services and operations. Nominations of individuals to serve as TAB Members may be made by all seven (7) members of the City Council. The Mayor then makes appointments from those nominated. The Mayor also makes a direct appointment to the TAB. The Mayor's appointment must be approved by the City Council as a whole, with the resolution of appointment approved by at least four (4) members of the City Council. Each TAB member will serve a term equal to the term of the councilmember who initially submitted their nomination.

TAB members are noted below in Table 1, with the individual considered for approval of appointment indicated in bold text.

Table 1. Transit Advisory Board Membership		
Member	*Nominating Councilmember*	*City Council District*
Andrew Albonico	Mayor Gallegos	At-large Mayor
VACANT	Councilmember Zacharia (previously appointed by then-District 1 Councilwoman Gallegos)	District 1
VACANT	Mayor Pro Tem Rodriguez	District 2
Marie Luna	Councilmember Montes	District 3
Patricia Carreon	Councilwoman Evans	District 4
Otilia Morales	Councilwoman Mejia	District 5
VACANT	Councilmember Villegas	District 6

Mr. Albonico has served as the District 1 nominee since September 2020. He will replace Cynthia Ortegon who was appointed by former Mayor Santos. The Mayor is seeking approval from the City Council of the appointment of Mr. Albonico. Per the Municipal Code, this appointment will be for a term matching the Mayor, or until the replacement is appointed. The Mayor's Council term ends on December 6, 2028.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to seek additional applications to serve on the Transit Advisory Board.

ATTACHMENTS:

1. Resolution
2. Volunteer application for Andrew Albonico

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF ANDREW ALBONICO TO THE CITY OF MADERA TRANSIT ADVISORY BOARD

WHEREAS, the City of Madera has established a Transit Advisory Board (TAB) to serve in a volunteer capacity to fulfill the duties of the TAB as provided in their adopted bylaws; and

WHEREAS, TAB is comprised of seven (7) citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Mayor Gallegos has nominated Andrew Albonico to be considered for appointment to TAB for a term concluding December 6, 2028 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individual and has appointed Andrew Albonico; and

WHEREAS, Andrew Albonico has expressed his desire to serve on TAB.

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

1. The above recitals are true and correct.

2. The Council approves the appointment of Andrew Albonico to TAB for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* *

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

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

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
ALBONICO	ANDREW	

HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		

MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
SAME		andrew.albonico@gmail.com

EMPLOYER	JOB TITLE	BUSINESS PHONE
MADERA UNIFIED	DISPATCHER	[redacted]

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
25 YEARS 11 MONTHS	☒ YES ☐ NO	☐ YES ☒ NO

EDUCATIONAL BACKGROUND:

Madera H.S. class of 2004, some college at SCCCD.

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

VFW Post 1981 - Adjutant

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

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I have personal interest in transportation to learn and grow professionally. Also, with this chance I would be able to understand more about public service and a chance to serve my fellow Maderan's.

REFERENCES (Optional):

7/2/2020
DATE

Andrew Villarreal
SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

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

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: B-21

SUBJECT:

Appointment to the Community Development Block Grant Commission

RECOMMENDATION:

Adopt a Resolution appointing Cesar Villegas to the Block Grant Commission (BGC)

SUMMARY:

The Community Development Block Grant (CDBG), Block Grant Commission (BGC) was established on March 18, 2009 to serve in an advisory capacity to staff and City Council (Council) on matters related to CDBG funding. The BGC consists of seven members, with each member of the Council making a nomination to be considered for appointment by the Mayor, subject to approval of the Council by resolution. At this time, Councilwoman Evans has nominated Cesar Villegas to serve on the BGC. The Mayor has considered the nomination and has approved the appointment of Mr. Villegas. The requested action is a resolution of the City Council to approve the appointment of Mr. Villegas to the BGC.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation with the submission of an Annual Action Plan. As an advisory Commission, duties of the BGC include:

1. Evaluation of annual CDBG request for funding applications.
2. Consideration of the U.S Department of Housing and Urban Development (HUD) priorities and the Council-approved five-year City CDBG Consolidated Plan.
3. Provide Council funding recommendations.
4. Review and recommend approval of CDBG reports including the Consolidated Plan, Annual Action Plans, and any substantial amendments.
5. Promote public participation in the CDBG planning and award process.

Table 1. BGC Membership		
Applicant	*Nominating Councilmember*	*City Council District*
Gabriela Gonzales-Gutierrez	Former Mayor Garcia	At-large Mayor
Candace Talley	Former Councilwoman Gallegos	District 1
Alyssia Arredondo	Mayor Pro Tem Rodriguez	District 2
Stephanie Nathan	Councilmember Montes	District 3
Cesar Villegas	Councilwoman Evans	District 4
Olga P. Garcia	Former Council Member Garcia	District 5
Dulce Arredondo	Councilmember Villegas	District 6

BGC members are noted above in Table 1, with the individuals considered for approval of appointment indicated in bold text.

At this time, the Mayor has considered the nomination of Cesar Villegas by Councilwoman Evans and is seeking approval from the City Council of the appointment to the BGC. Per the Municipal Code, appointments will be for a term matching the nominating Council person, or until a replacement is appointed. The Council term for Councilwoman Evans ends on December 6, 2028. The Municipal Code also provides that the resolution of appointment must receive at least four (4) affirmative votes to pass.

FINANCIAL IMPACT:

There is no anticipated financial impact.

ALTERNATIVES:

Council may direct staff to solicit additional volunteer applications for commission, board and committee service.

ATTATCHMENTS:

1. Resolution
2. Volunteer application for Cesar Villegas.

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE APPOINTMENT OF CESAR VILLEGAS TO THE CITY OF MADERA BLOCK GRANT COMMISSION

WHEREAS, the City of Madera has established a Block Grant Commission (BGC) to serve in a volunteer capacity to fulfill the duties of the Block Grant as provided in their adopted bylaws; and

WHEREAS, BGC is comprised of seven citizens nominated by members of the City Council and appointed by the Mayor, subject to confirmation by the Council as a whole; and

WHEREAS, Councilwoman Evans has nominated Cesar Villegas to be considered for appointment to the BGC for a term concluding December 6, 2028 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mayor Gallegos has considered the above-named nominated individuals and has appointed Cesar Villegas; and

WHEREAS, Cesar Villegas has expressed his desire to serve on the BGC.

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

1. The above recitals are true and correct.

2. The Council approves the appointment of Cesar Villegas to the BGC for a term ending December 6, 2028, unless otherwise indicated by the Madera Municipal Code.

3. This resolution is effective immediately upon adoption.

* *

RECEIVED

JAN 28 2025

City of Madera
Office of the City Clerk

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

_____ ADA Advisory Council

_____ Airport Advisory Commission

_____ Beautification Committee

_____ Civil Service Commission

__X__ CDBG Block Grant Commission

_____ Loan Review Committee

_____ Planning Commission

_____ Transit Advisory Board

_____ Other: _____

Please type or print in ink.

Villegas	Cesar	
LAST NAME	FIRST NAME	M.I.
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
N/A	Stay home father	N/A
EMPLOYER	JOB TITLE	BUSINESS PHONE

Length of residence in the City of Madera:	Have you ever been convicted of a felony?	Are you 18 years of age or older?
Years 2 Months 4	Yes _____ No X	Yes X No _____

Educational background:

High School Graduate

Please list any organizations of which you are a member and any offices you have held in those organizations:

N/A

Please list any appointed public boards or commissions on which you have served, dates of service, and any chairmanship or office held:

N/A

I am interested in serving for the following reasons:

As a father, husband and member of this community, I want to ensure that funds are being prioritized for children and families in this community by fair representation so local business and families can thrive.

References (optional):

N/A

01/28/25
Date

Signature

Please return completed application to:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West 4th Street, Madera, CA 93637
cityclerkinfo@madera.gov
(559) 661-5405

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: C-1

SUBJECT:

Ensuring the City of Madera as a refuge and welcoming City for all

RECOMMENDATION:

This report is submitted for informational purposes. Staff will receive comments and direction as may be offered from the City Council (Council)

SUMMARY:

During the January 15, 2025, Council meeting, Council directed staff to agendize for discussion an item regarding the City's status with regard to refugees and immigrants and uses of City resources.

The City has previously adopted a resolution in support of the Dream Act and DACA. Additionally, the State of California has passed several laws, including those limiting cooperation with federal immigration enforcement, particularly in cases where individuals are not accused of serious crimes. However, the recently-elected President has announced plans to deploy Immigration and Customs Enforcement (ICE), a federal agency under the Department of Homeland Security (DHS), to deport individuals who entered the country without the benefit of proper documentation. The President has also recently signed an executive order entitled "American People Against Invasion." Given the City's diverse population, including many ethnic minorities and foreign-born residents, these policies have contributed to heightened concerns within the community.

It is important to note that federal immigration enforcement can legally operate within the State of California and the City's jurisdiction, and State and local laws do not shield undocumented residents from deportation by federal authorities. Rather, enactments by cities primarily set guidelines on how local resources, including law enforcement, engage with federal immigration authorities.

DISCUSSION:

Policies vary by jurisdiction but often include restricting local law enforcement from inquiring about immigration status or declining to hold individuals solely for federal immigration authorities without a judicial warrant. State and City policies can foster trust between immigrant communities and local government, ensuring that all residents feel safe when reporting crimes or accessing public services.

Relationship between the City and ICE

ICE operates independently from the City's Police Department. While ICE may conduct enforcement activities in the City, they *sometimes* (italicized for emphasis) notify the City about their presence; however, the City does not have resources to collaborate or share information with ICE unless there is a direct and immediate public safety threat. It is also important to recognize that ICE has the authority to operate anywhere in the United States, including Madera.

Potential Implications

As with any transition, the recent Congressional and Presidential election has created additional uncertainty as to whether the newly elected officials will pass legislation to withhold such funding. For example, after the prior Council meeting, the President signed an executive order entitled "American People Against Invasion." This executive order specifically directs that "sanctuary" jurisdictions that interfere with the lawful exercise of Federal law enforcement operations do not receive access to federal funds. Further, the order provides that the Attorney General and the Secretary of Homeland Security shall take criminal or civil enforcement action as warranted against jurisdictions who interfere with the enforcement of federal law In other words, if the City declares itself a "sanctuary" jurisdiction at some future date, it could *potentially* (italicized for emphasis) jeopardize federal funding used for City roads, public programs, Police services, and other items.

Alternative Options for Consideration

The Council does have options. The City can still rely on existing State law, including Senate Bill 54, which limits enforcement actions. The City could also pass a resolution urging the support, or withdrawal, of certain federal laws. For example, the City could:

- Re-affirm its support of the Dream Act and DACA,
- Urge that the recent executive order be rescinded; and/or
- Call for a moratorium on federal immigration raids and the adoption of fair, comprehensive, and humane federal immigration reforms.

Any of these actions could also highlight how such enforcement undermines the trust and cooperation with immigrant communities, essential elements of community-oriented policing.

Another option for the City is to adopt a Resolution expressing itself as a *Welcoming City* for refugees and immigrants, and declaring itself as a place of trust and dignity for all people. This

could be in addition to the existing State laws that address immigration issues and could address the importance of security and safety for all.

Some cities have declared themselves as “sanctuary” cities. These sorts of Resolutions typically have a policy statement against local enforcement of civil immigration laws except for permitting cooperation with federal agents in situations involving public and serious crimes.

Additionally, the City could also adopt a “combined” Resolution that includes any combination of these options.

FINANCIAL IMPACT:

The financial impact of preparing this report is nominal. However, depending on the direction provided by the Council, implementing new policies could have significant costs associated, including potential legal challenges, operational costs to implement new policies, or loss of federal funding if the federal government establishes that the City’s action make it a “sanctuary” jurisdiction. There could also be individual litigation costs for City Councilmembers or City personnel in the event that criminal charges are brought against them (public agencies have restrictions on paying for criminal defense costs).

ATTACHMENTS:

No attachments.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: D-1

SUBJECT:

Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761

RECOMMENDATION:

Adopt a Resolution approving the contract award for Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 Affordable Housing and Sustainable Communities Program (AHSC), Agreement No. 19-AHSC-12761 in the amount of $2,056,522.00 to Witbro Inc dba Seal Rite Paving & Grading.

SUMMARY:

On January 23, 2025, the City received four bids for the Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761 (Project). The Project is funded with AHSC Grant funds and local transportation funds. Witbro Inc dba Seal Rite Paving & Grading, submitted the lowest responsive and responsible bid.

BACKGROUND:

As part of the Affordable Housing and Sustainable Communities Program (AHSC), the City was awarded funds for multimodal improvements associated with the Veteran's Housing Project (now called Esperanza Village). The AHSC funding the City was awarded is split into three different projects.

- Bid Package 1 – RRFB and Safety Improvements at George Washington Elementary School. This project is complete.
- Bid Package 2 – Bike Lane Construction Plan for Various Streets. This project is currently advertising and should be complete by June 2025.
- Bid Package 3 – Sidewalk Installation. Bid Package 3 is split into two phases due to some

of the work being done within the right-of-way (ROW) of Caltrans. That work is Phase 1. Phase 2 of Bid Package 3 is proposed for award by Council tonight, February 5th, and is sidewalk installation not within Caltrans ROW. See Attachment 2 Project Maps for locations of sidewalk installation.

DISCUSSION:

The general scope of work consists of installation of missing sidewalk at various locations. The goal is to provide walkable transportation options within the designated benefit area of the Esperanza Village Housing Project located at 5th Street and C Street. Specifically, work at each location includes excavation of native soil, roadway excavation, demolition of concrete improvements, installation of curb ramps, curb and gutter, drive approaches, tree removal, fence relocation, and boxes to grade.

On December 23, 2024, the City released the project for public bidding on the PlanetBids web portal. Also, an Advertisement for Bids was duly published in the Madera Tribune on December 21st and December 28th of 2024.

On January 23, 2025, four bids were received. The bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. The bids received are summarized in Table 1.

Table 1: *Bid Overview*

Bidder	*Total Base Bid*
1. Witbro Inc dba Seal Rite Paving & Grading	$2,056,522.00
2. Clean Cut Landscape, Inc	$2,474,338.00
3. American Paving Co.	$3,702,078.90
4. Cal Valley Construction	$3,935,296.00
Engineer's Opinion of Cost	*$2,256,162.80*

Witbro Inc dba Seal Rite Paving & Grading submitted the lowest responsive, and responsible bid that meets the contract requirements.

Staff recommends award of the project to Witbro Inc dba Seal Rite Paving & Grading in the amount of $2,056,522.00 and include a 15 percent of contract amount for allowable contingencies as approved by the City Engineer.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. The Project is programmed in the CIP FY 24/25 budget for AHSC Grant funding and balance from LTF funds.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids and would result in delays in the sidewalk project. At present, there is a requirement

of the AHSC funding agreement that the project be completed by June 2025. Rebidding could jeopardize the AHSC funds.

ATTACHMENTS:

1. Resolution Contract Award
    a. Exhibit A - Contract
2. Project Maps

Attachment 1

Resolution

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR SIDEWALK IMPROVEMENTS AT VARIOUS LOCATIONS CITY PROJECT NO. R-94 BID PACKAGE 3 PHASE 2 AHSC AGREEMENT NO. 19-AHSC-12761 IN THE AMOUNT OF $2,056,522.00 AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on December 23, 2024, the City of Madera (City) Engineering Department advertised a solicitation for construction bids for Sidewalk Improvements at Various Locations, City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761 hereinafter referred to as "the Project"; and

WHEREAS, four sealed bids were received on January 23, 2025, and opened by the City Engineer; and

WHEREAS, Witbro Inc dba Seal Rite Paving & Grading was selected as the lowest responsive and responsible bidder; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2024/25 under CIP Project R-94.

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

1. The above recitals are true and correct.

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

3. The City finds that Witbro Inc dba Seal Rite Paving & Grading is the lowest responsible and responsive bidder.

4. The contract for the Project in the amount of $2,056,522.00 to Witbro Inc dba Seal Rite Paving & Grading, a copy of which is attached hereto as Exhibit A and referred to for particulars, is approved. The City Manager is further authorized to make any non-material, technical, and clerical edits and corrections to the agreement, including performance and payment bonds completed after the award, subject to approval to form by City Attorney.

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

6. This Resolution is effective immediately upon adoption.

****

Exhibit A

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 5th day of February, 2025, between the City of Madera, hereinafter called "**OWNER",** and **Witbro Inc dba Seal Rite Paving & Grading**, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the

"Sidewalk Improvements at Various Locations City Project No. R-94 Bid Package 3 Phase 2 AHSC Agreement No. 19-AHSC-12761"

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

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of
$2,056,522.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

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

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

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) Section 1, General Conditions
(J) Section 2, Special Conditions
(K) Section 3, City of Madera Standard Specifications and Drawings
(L) Section 4, Bid Items
(M) Section 5, Technical Specifications
(N) State Standard Plans and Specifications

No Addenda's Issued

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Five Thousand Two Hundred Dollars ($5,200.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total compensation exceed $2,056,522.00 except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

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

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

A. Claims:

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

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

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

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

B. The Claim Must Be Timely and in Writing:

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

C. Receipt of Claim by Owner:

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

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

D. City Council Approval:

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

E. Payment of Claim:

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

F. Meet and Confer:

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

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

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

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

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

G. Filing a Government Code Written Claim Notice:

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

H. Owner's Failure to Respond to Claim:

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

I. Interest:

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

J. Subcontractor Claims:

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

K. Filing of Action on Unresolved Claims:

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

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

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

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

Section 1777.5 provides, in part, as follows:

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

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

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

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

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

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

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

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

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

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

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

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

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole

active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

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

20. Termination.

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

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

1. An illegal use of funds by **Witbro Inc dba Seal Rite Paving & Grading**;
2. A failure by **Witbro Inc dba Seal Rite Paving & Grading** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Witbro Inc dba Seal Rite Paving & Grading** to City.

In no event shall any payment by City or acceptance by **Witbro Inc dba Seal Rite Paving & Grading** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to

either party with respect to such breach or default. City shall have the right to demand of **Witbro Inc dba Seal Rite Paving & Grading** the repayment to City of any funds disbursed to **Witbro Inc dba Seal Rite Paving & Grading** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, Ca 93637

To the Contractor **Witbro Inc dba Seal Rite Paving & Grading**

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

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

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

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

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

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

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

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

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

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

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

27. Assignment-Neither the **Witbro Inc dba Seal Rite Paving & Grading** nor City will assign its interest in this Agreement without the written consent of the other.

28.

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

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

City of Madera
Herein Called OWNER

By: _____
Cece Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: **Witbro Inc dba Seal Rite Paving & Grading**
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

Acknowledgment

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

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

_____

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

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

WITNESS my hand and official seal.

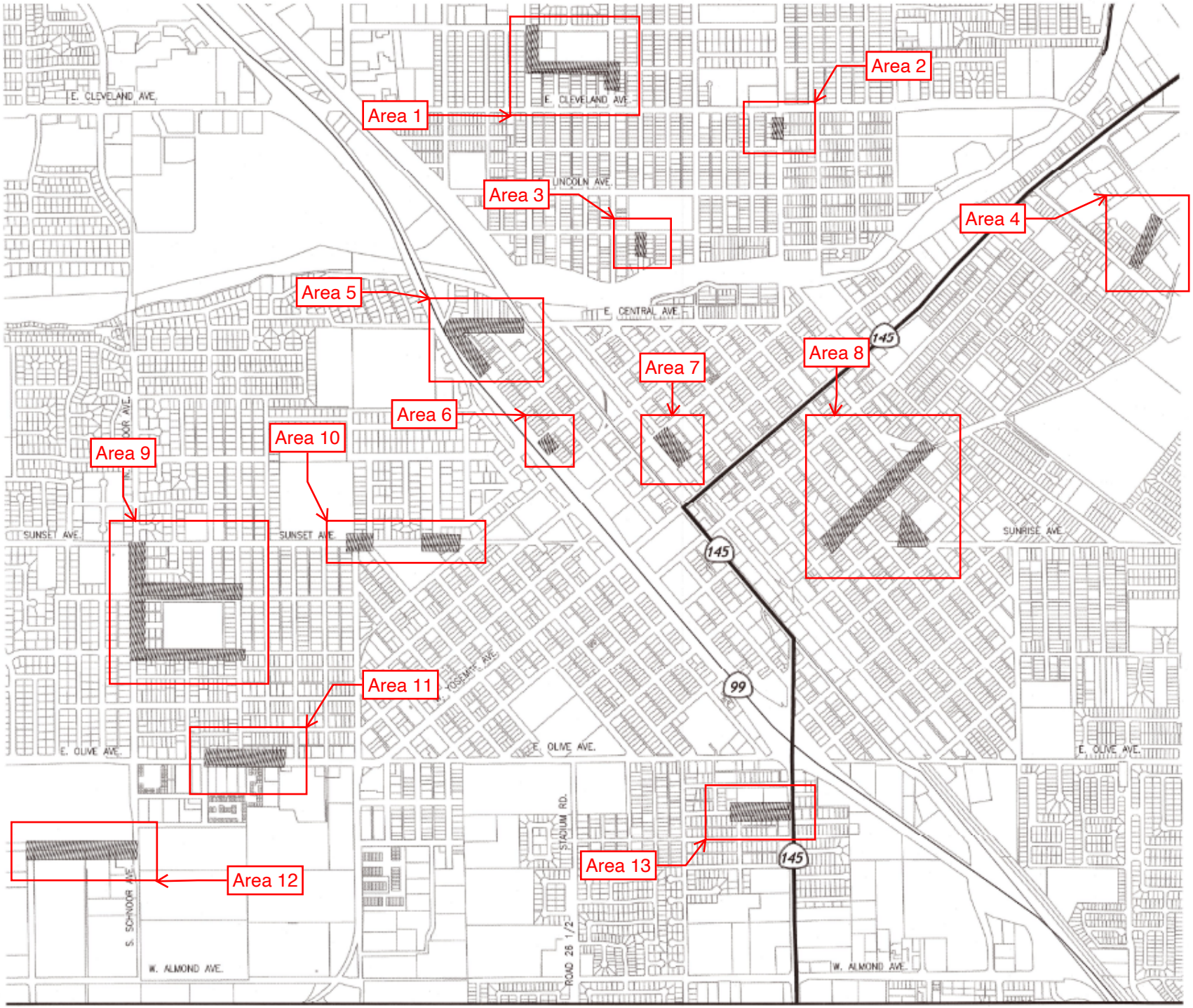
_____
Signature of Notary Public

Place Notary Seal/Stamp Above

Attachment 2

Project Maps

R-94 Bid Package 3 Phase 2 Sidewalk Improvements at Various Locations Project Maps



Area 1
Sherwood Way
Sherwood Way
Sonora St
Sonora St
N D St
N D St
Green Way
Green Way
Green Way
Green Way
Sonora St
Columbia St
Sierra St
Sierra St
N D St
LEGEND
Approximate Location of Sidewalks

Area 2

LEGEND

Approximate Location of Sidewalks

Area 3
N D St
E South St
Nebraska Ave
Riverside Dr
LEGEND
Approximate Location of Sidewalks

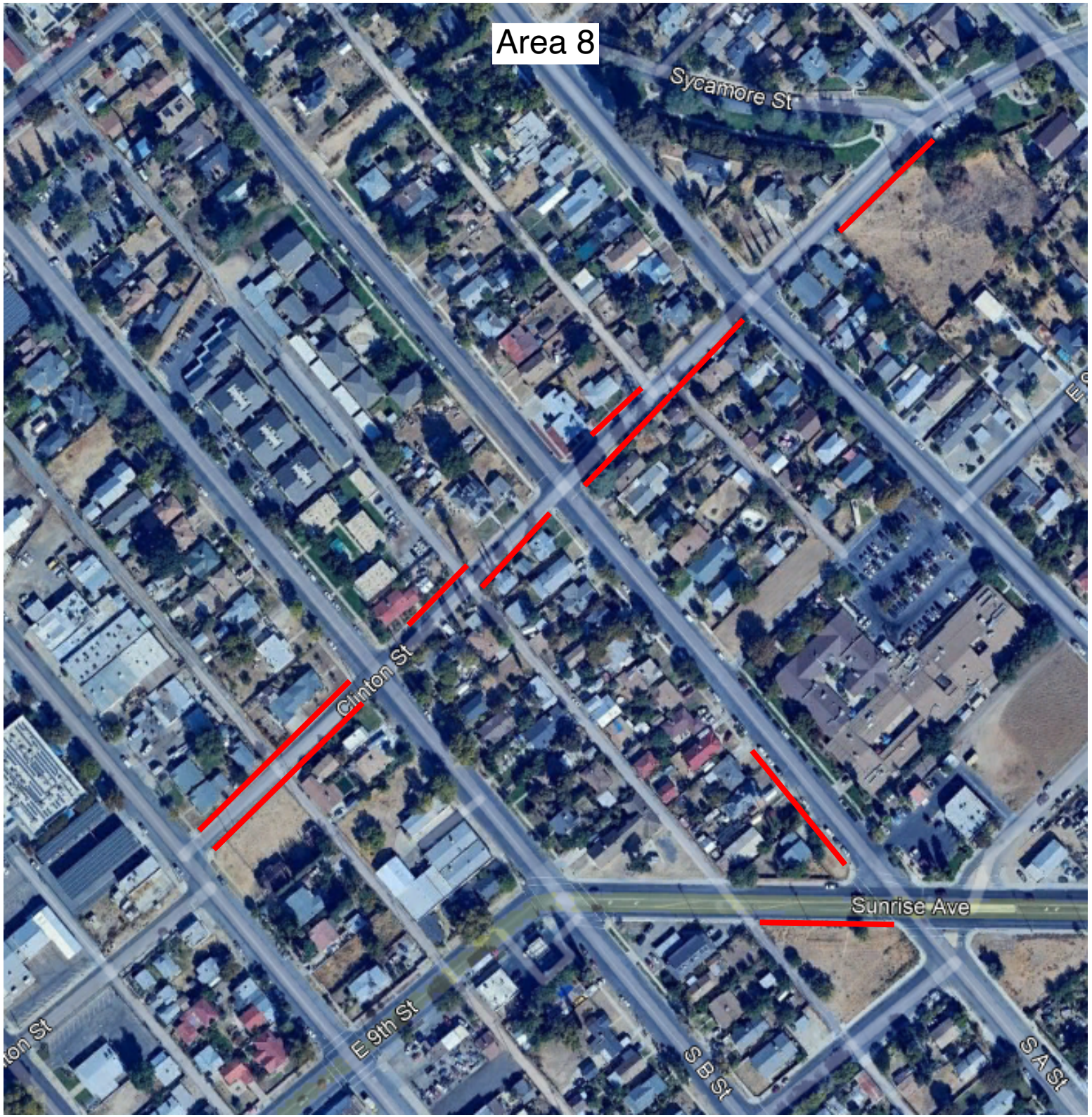
Area 4
Tozer St
Clinton St
Percy St
Elm St
Elm St
Elm St
Tozer St
LEGEND
Approximate Location of Sidewalks

Area 5
Terrace Pl
E Central Ave
N H St
N G St
Roberts Ave
N Gateway Dr
W 1st St
N G St
LEGEND
Approximate Location of Sidewalks

Area 6
N H St
W 2nd St
N H St
W 3rd
LEGEND
Approximate Location of Sidewalks

LEGEND

Approximate Location of Sidewalks



LEGEND

Approximate Location of Sidewalks

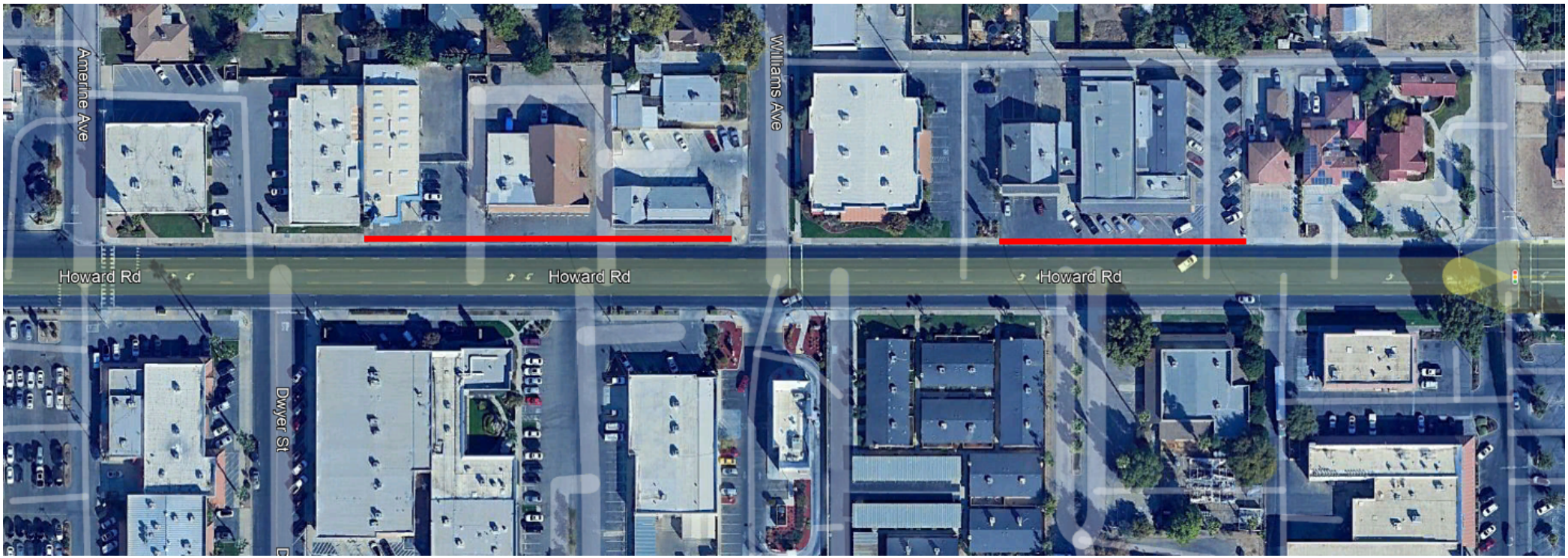
Area 9
Sunset Ave
Sunset Ave
Paul Ave
Accornero St
Williams Ave
National Ave
John Adams Elementary School
W 3rd St
LEGEND
Approximate Location of Sidewalks

Area 10

LEGEND

Approximate Location of Sidewalks

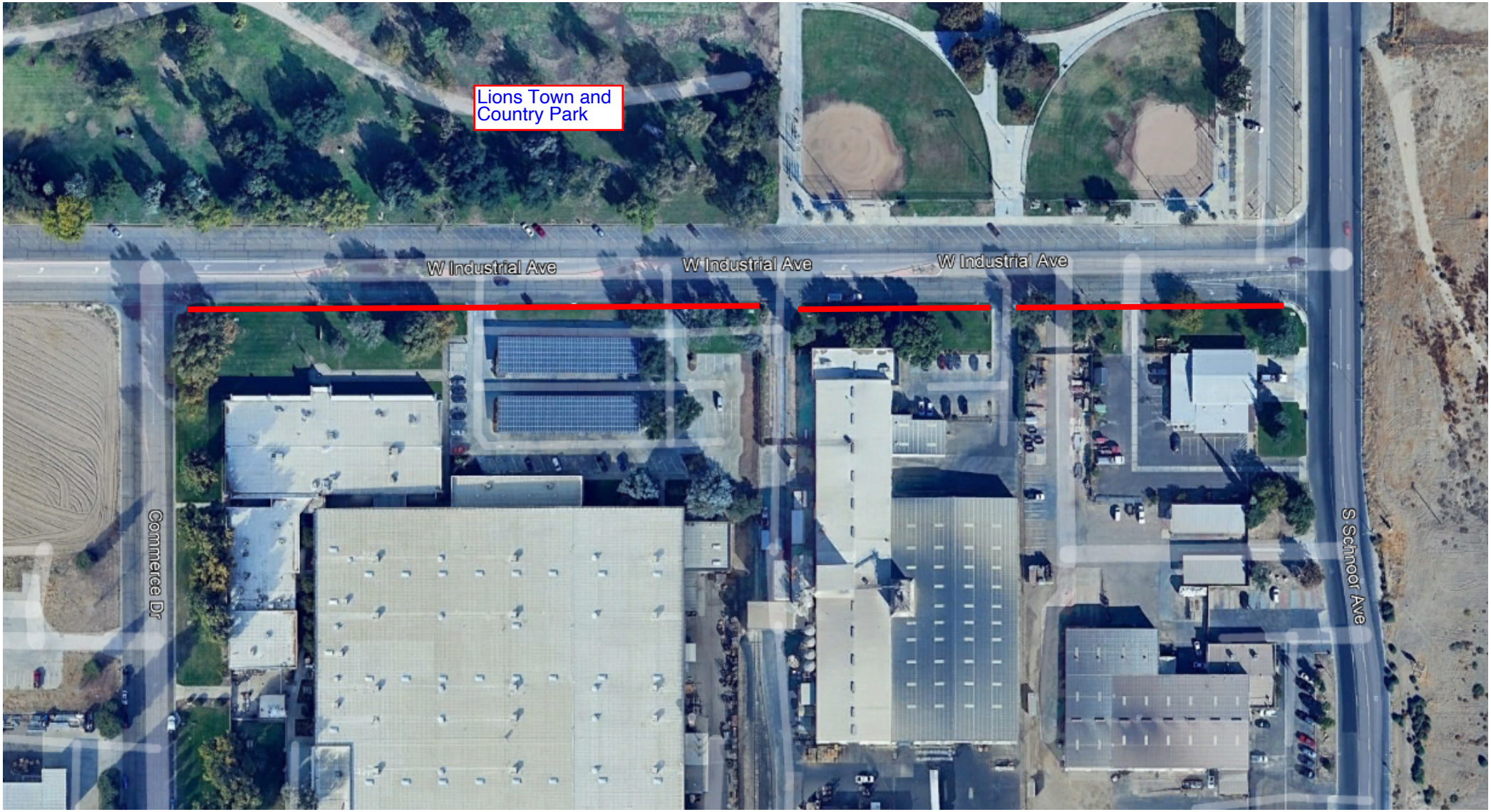
Area 11



LEGEND

Approximate Location of Sidewalks

Area 12



LEGEND

Approximate Location of Sidewalks

Area 13

LEGEND

Approximate Location of Sidewalks

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: D-2

SUBJECT:

Clinton Street Sewer and Water Main Project, City Project R-97

RECOMMENDATION:

Adopt Resolutions:

1. Approving the Contract Award for the Clinton Street Sewer and Water Main Project, City Project R-97, CDBG Block Grant B23MC060053 in the amount of $767,246.75 to United Pavement Maintenance Inc.

2. Approving a Budget Amendment to the Fiscal Year 2024/25 Capital Projects Budget to appropriate additional CDBG funds to the Project

SUMMARY:

On January 21, 2025, the City received seven bids in response to an Advertisement for Bids. Of the bids received, United Pavement Maintenance Inc. submitted the lowest responsive and responsible bid per the contract requirements. Funds for the Clinton Street Sewer and Water Main Project, City Project R-97 (Project) are programmed in the Capital Improvement Program (CIP) Budget Fiscal Year (FY) 2024/25.

BACKGROUND:

Deteriorating sewer and water pipeline segments on Clinton Street were identified from the 2021 Sewer and Water Condition Assessment as high likelihood of failure due to their age and condition. These pipelines were recommended for repair or replacement within the next five years. Given this street is slated for a pavement improvement project and new sidewalk, it is prudent to address the underground infrastructure needs prior to the street projects.

The sewer main segment being renovated is a 12-inch diameter pipeline. The interior of the pipe

is being lined with a 12inch resin impregnated Cured in Place Pipe (CIPP) liner that will strengthen the pipe as well as increase its lifespan.

The water main segments being replaced are a combination of 8-inch and 10-inch diameter pipelines.

The Advertisement for Bids for the project was officially released on December 19, 2024 via the City's PlanetBids public bidding system. The project was also advertised in the Madera Tribune on December 18, 2024, and again on December 28, 2024. The City received seven bids by the deadline of January 21, 2025. All bids were checked for accuracy against bidding requirements, validity of licenses, and bid security. Table 1 provides a summary of the bids received.

Table 1: *Bid Overview*

Bidder	*Bid*
1. United Pavement Maintenance, Inc.	$767,246.75
2. Rolfe Construction, Inc	$883,087.00
3. West Valley Construction Company, Inc	$887,894.00
4. Walsh Montgomery Construction, Inc	$1,032,007.00
5. Fortis General Construction, Inc.	$1,100,590.25
6. Mid Cal Pipeline and Utilities, Inc	$1,152,550.00
7. JT2 Inc, dba Todd Companies	$1,157,000.00
Engineer's Opinion of Cost	*$941,797.06*

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The funding for the project is programmed in the FY 2024/2025 Capital Projects Budget using Community Development Block Grant (CDBG) B23MC060053 and Enterprise Funds.

On January 15, 2025, Council adopted Resolution 25-11 approving an additional allocation of CDBG funds in the amount of $160,764 to the Project from the unobligated CDBG fund balance. Funding from the Enterprise funds will be reduced by this amount. A budget amendment reflecting the additional CDBG funds is included in tonight's action.

Table 2 below is the Project Construction Budget.

Table 2: *Project Budget*	
Projected Costs	*Amount*
Construction Budget – pending approval	$ 767,246.75
Contingencies, 10% of Contract Amount	$ 76,275.00
Construction Engineering, Inspection, and Testing	$ 75,000.00
Total Costs	**$ 918,521.75**

Table 3 below is the Funding Summary.

Table 3: *Funding Overview*	
Funding Source	*Amount*
CDBG Agreement Dated July 1, 2023	$ 617,500.00
Additional CDBG funding per Resolution 25-11	$ 160,764.00
Water Utility Fund	$ 140,257.75
Total Funding	**$ 918,521.75**

ALTERNATIVES:

Reject all bids. Rebidding the project could result in higher costs. Delay in project expenditures will also result in delays drawing down CDBG funds. Failure of the City to meet timely use of funds can result in loss of future CDBG funds to the City.

ATTACHMENTS:

1. Resolution Approving Contract Award
    a. Exhibit 1, Agreement
2. Resolution Approving Budget Amendment
    a. Exhibit A
3. Location Map

Attachment 1

Contract Award Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE CLINTON STREET SEWER AND WATER MAIN PROJECT, CITY PROJECT R-97 IN THE AMOUNT OF $767,246.75 TO UNITED PAVEMENT MAINTENANCE INC, AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on December 18, 2024 the City of Madera (City) Engineering Department released a solicitation for construction bids for the Clinton Street Sewer and Water Main Project, City Project R-97 hereinafter referred to as "the Project"; and

WHEREAS, seven sealed bids were received on January 21, 2025 and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects (CIP) Budget for Fiscal Year 2024/25 under CIP Project R-97 and CDBG Block Grant B23MC060053.

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

1. The above recitals are true and correct.

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

3. The City finds that United Pavement Maintenance, Inc. is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $767,246.75 to United Pavement Maintenance, Inc, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 10 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

Exhibit 1

Agreement

AGREEMENT

THIS AGREEMENT, made this 5th day of February 2025, between the City of Madera, hereinafter called "**OWNER",** and United Pavement Maintenance Inc. doing business as a corporation, hereinafter called **"CONTRACTOR"**.

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the

"CLINTON STREET SEWER AND WATER MAIN PROJECT, CITY PROJECT NO. R-97
BLOCK GRANT B23MC060053"

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

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $ $767,246.75, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

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

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

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors

PLANS AND SPECIFICATIONS prepared or issued by CITY OF MADERA entitle "CLINTON AVENUE SEWER REHABILITATION AND WATER MAIN REPLACEMENT PROJECT NO R-97" dated 12/4/2024

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Three Thousand Six Hundred Dollars ($ 3,600.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. In no event shall total

compensation exceed $ 767,246.75 except as may otherwise be authorized in writing per Section 16. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

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

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

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

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

A. Claims:

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

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

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

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

B. The Claim Must Be Timely and in Writing:

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

C. Receipt of Claim by Owner:

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

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

D. City Council Approval:

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

E. Payment of Claim:

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

F. Meet and Confer:

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

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

remaining in dispute shall be subject to applicable procedures outside this section.

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

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

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

G. Filing a Government Code Written Claim Notice:

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

H. Owner's Failure to Respond to Claim:

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

I. Interest:

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

J. Subcontractor Claims:

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

K. Filing of Action on Unresolved Claims:

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

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

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

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

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

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

Section 1777.5 provides, in part, as follows:

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

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

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

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

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

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and

standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

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

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

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

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

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

This contract shall be held to be completed when the work is finished in accordance with

the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

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

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

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

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTOR", pages 39-40 of the Contract Documents.

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

20. Termination.

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

to wind up the work performed to date of termination.

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

1. An illegal use of funds by **United Pavement Maintenance Inc**.;

2. A failure by **United Pavement Maintenance Inc.** to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by **United Pavement Maintenance Inc.** to City.

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

Notice of termination shall be mailed to the City:

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

To the Contractor **United Pavement Maintenance Inc.**

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

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

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

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

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

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

corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

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

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

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

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

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

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

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

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

City of Madera
Herein Called OWNER

By: _____
Cecelia Gallegos, Mayor

APPROVE AS TO FORM:

_____
Shannon L. Chaffin, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

BY: United Pavement Maintenance, Inc.
Herein Called CONTRACTOR

BY: _____
Rodolfo Ruvalcaba and Mabel Ruvalcaba

47-1439289
Federal Tax I.D. No.

905503
Contractor License Number

1000878534
DIR Registration Number

Attachment A- General Wage Decision No. CA20250018 01/10/2025

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

Acknowledgment

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

California Notary acknowledgement required to be attached.

State of California

County of _____ } ss.

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

Personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal/Stamp Above

Attachment A

"General Decision Number: CA20250018 01/10/2025

Superseded General Decision Number: CA20240018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025

ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 34.56	11.40
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27

Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22
Area 3	$ 32.68	18.32
Tile Layer		
Area 1	$ 59.92	22.62
Area 2	$ 55.17	22.52
Area 3	$ 50.28	22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes

Carpenters

Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	$2.00 per foot
101 to 150 ft	$3.00 per foot
151 to 220 ft	$4.00 per foot
221 ft.-deeper	$5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49

Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

---

* ELEC0006-004 12/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 57.18	3%+27.15
Technician	$ 65.76	3%+27.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 06/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.15

ELEC0100-005 12/01/2024

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75'

above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72
ELECTRICIAN	$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not

protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

---

* ELEC0332-003 12/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 56.68	28.35
Technician	$ 65.18	28.61

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 12/01/2024

ALAMEDA COUNTY

	Rates	Fringes

Sound & Communications

Installer	$ 56.68	3%+26.65
Technician	$ 65.18	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	3%+26.65
Technician	$ 52.07	3%+26.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.50	30.09

CABLE SPLICER = 110% of Journeyman Electrician

---

* ELEC0684-004 12/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 45.28	28.01
Technician	$ 52.07	28.21

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.01
(3) Groundman	$ 40.76	21.51
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		

(AREA 1:)
GROUP 1.....$ 60.72 31.03
GROUP 2.....$ 59.19 31.03
GROUP 3.....$ 57.71 31.03
GROUP 4.....$ 56.33 31.03
GROUP 5.....$ 55.06 31.03
GROUP 6.....$ 53.74 31.03
GROUP 7.....$ 52.60 31.03
GROUP 8.....$ 51.46 31.03
GROUP 8-A.....$ 49.25 31.03

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)
GROUP 1
Cranes.....$ 52.30 31.15
Oiler.....$ 43.79 31.15
Truck crane oiler.....$ 46.08 31.15
GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15

```
      GROUP 5
       Cranes.....................$ 46.70           31.15
  OPERATOR:  Power Equipment
  (Tunnel and Underground Work
  - AREA 1:)
      SHAFTS, STOPES, RAISES:
       GROUP 1....................$ 56.82           31.03
       GROUP 1-A..................$ 59.29           31.03
       GROUP 2....................$ 55.56           31.03
       GROUP 3....................$ 54.23           31.03
       GROUP 4....................$ 53.09           31.03
       GROUP 5....................$ 51.95           31.03
      UNDERGROUND:
       GROUP 1....................$ 56.72           31.03
       GROUP 1-A..................$ 59.19           31.03
       GROUP 2....................$ 55.46           31.03
       GROUP 3....................$ 54.13           31.03
       GROUP 4....................$ 52.99           31.03
       GROUP 5....................$ 51.85           31.03

    FOOTNOTE: Work suspended by ropes or cables, or work on a
    Yo-Yo Cat: $.60 per hour additional.


    POWER EQUIPMENT OPERATOR CLASSIFICATIONS

    GROUP 1: Operator of helicopter (when used in erection work);
    Hydraulic excavator, 7 cu. yds. and over; Power shovels,
    over 7 cu. yds.

    GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu.
    yds. up to 7 cu. yds.; Licensed construction work boat
    operator, on site; Power blade operator (finish); Power
    shovels, over 1 cu. yd. up to and including 7 cu. yds.
    m.r.c.

    GROUP 3: Asphalt milling machine; Cable backhoe; Combination
    backhoe and loader over 3/4 cu. yds.; Continuous flight tie
    back machine assistant to engineer or mechanic; Crane
    mounted continuous flight tie back machine, tonnage to
    apply; Crane mounted drill attachment, tonnage to apply;
    Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2
    cu. yds.; Loader 4 cu. yds. and over; Long reach excavator;
    Multiple engine scraper (when used as push pull); Power
    shovels, up to and including 1 cu. yd.; Pre-stress wire
    wrapping machine; Side boom cat, 572 or larger; Track
    loader 4 cu. yds. and over; Wheel excavator (up to and
    including 750 cu. yds. per hour)

    GROUP 4: Asphalt plant engineer/box person; Chicago boom;
    Combination backhoe and loader up to and including 3/4 cu.
    yd.; Concrete batch plant (wet or dry); Dozer and/or push
    cat; Pull- type elevating loader; Gradesetter, grade
    checker (GPS, mechanical or otherwise); Grooving and
    grinding machine; Heading shield operator; Heavy-duty
    drilling equipment, Hughes, LDH, Watson 3000 or similar;
    Heavy-duty repairperson and/or welder; Lime spreader;
    Loader under 4 cu. yds.; Lubrication and service engineer
    (mobile and grease rack); Mechanical finishers or spreader
    machine (asphalt, Barber-Greene and similar); Miller
    Formless M-9000 slope paver or similar; Portable crushing
    and screening plants; Power blade support; Roller operator,
    asphalt; Rubber-tired scraper, self-loading (paddle-wheels,
    etc.); Rubber- tired earthmoving equipment (scrapers); Slip
    form paver (concrete); Small tractor with drag; Soil
```

stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator;

Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder

Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 60.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 55.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 54.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 51.23	39.55
AREA 2:		
(1) Leverman	$ 62.61	39.55
(2) Dredge Dozer; Heavy duty repairman	$ 57.65	39.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 56.53	39.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 53.23	39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training

Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)

(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30

LABORER (GUNITE)

GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30

LABORER (WRECKING)

GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster;

Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30

GROUP 4.....$ 29.94 27.30
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty
Period.....$ 29.94 27.30
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work;

Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete

nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30

GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		

Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30

GROUP 1-c.....$ 36.55 27.30
GROUP 1-e.....$ 37.05 27.30
GROUP 1-f.....$ 37.08 27.30
GROUP 1-g.....$ 36.70 27.30
GROUP 2.....$ 36.35 27.30
GROUP 3.....$ 36.25 27.30
GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)
(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty Period.....$ 29.94 27.30

LABORER (GUNITE - AREA A:)
GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

---

LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active,

large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes

GLAZIER.....$ 44.33 28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 07/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 53.00	41.70

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 07/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	40.69

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 54.05	36.99

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

---

* ROOF0027-002 09/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 45.76	16.86

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 08/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 79.13	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.83

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2024

	Rates	Fringes

Truck drivers:

GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other

miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for

this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

Attachment 2

Budget Amendment Resolution

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2024/2025 BUDGET TO APPROPRIATE ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE CLINTON STREET SEWER AND WATER MAIN PROJECT, CITY PROJECT R-97

WHEREAS, on January 15, 2025 City Council approved Resolution 25-11 allocating $160,764 in CDBG funds to the Clinton Street Sewer and Water Main Project, City Project R-97 hereinafter referred to as "the Project"; and

WHEREAS, an amendment to the City of Madera Fiscal Year 20254/2025 Budget, listed in Exhibit A, attached hereto, is necessary to appropriate funds for the contract award.

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. Funds shall be appropriated in the Fiscal Year 2024/2025 Budget in the amount of $160,764 from unprogrammed CDBG funds to the Project in accordance with Exhibit A, attached hereto and incorporated herein by reference.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.

4. This Resolution is effective immediately upon adoption.

****

EXHIBIT A

CITY OF MADERA

Budget Appropriations: Res. 25-

FUND	ORG CODE	OBJECT	DESCRIPTION	(+)	(-)
CDBG Public improvements	10218020-E2427	4454	Carryover Entitlement		$160,764
CDBG Public Improvements	10218020-E2427	7050	Construction	$160,764	
				$160,764	**$160,764**

Attachment 3

Location Map

LOCATION MAP

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: February 5, 2025

Agenda Number: D-3

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Construction Agreement for Frank Bergon Senior Center Fencing

RECOMMENDATION:

1. Adopt a Resolution Approving a Construction Agreement with Juarez Brothers General Engineering Inc, for Project "IFB 202324-31 Frank Bergon Senior Center Fencing, CBDG B22MC060053" for $137,622.76.

2. Adopt a Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for $65,172.

SUMMARY:

The Frank A. Bergon Senior Center (FBSC) serves as a vital resource for the senior community in the City, providing essential services, social activities, and safe gathering space for residents. However, the facility has been facing ongoing security challenges, necessitating the installation of a protective fence to safeguard both the building and its visitors.

Staff is proposing a construction agreement with Juarez Brothers General Engineering Inc, to furnish all the necessary materials, labor, supplies & equipment necessary to build a safety perimeter fence, originally funded by Community Development Block Grant funds. The agreement stipulates all the specifications, drawings and requirements necessary in accordance with the Invitation for Bid, for which no bid was presented after a competitive bidding process. The amount of the agreement is $137,622.76.

DISCUSSION:

The absence of a protective barrier has led to unauthorized individuals accessing the FBSC premises, sometimes entering sensitive areas of the property. This poses a safety risk for both

the FBSC programming attendees and staff, as well as potential damage to the facility itself. In the past year, staff has had a considerable number of incidents involving trespassers, and dealing with repercussions of encampment remains, even active ones during the day.

A safety perimeter fence would help provide security measures to maintain a controlled environment within the FBSC.

Background

During FY 23/24, the City received a total of $148,386 in Community Development Block Grant (CDBG) funding for improvements at the FBSC, including plans for a safety perimeter fence. To date several improvement projects have been completed at the FBSC with the award. These include the complete external painting of the building and the complete renovation of the kitchen area at the FBSC.

On May 17, 2024, the City released an Invitation for Bids (IFB) with the scope of work being the safety perimeter fence installation, "IFB 202324-31 Frank Bergon Senior Center Fencing, CBDG B22MC060053". After completing the competitive bidding process, no bids were received. Following past guidance and a procurement policy that allows for direct negotiation should no bids be received following a formal procurement process, staff initiated seeking a negotiated contract to progress with the project. This determination is in line with Public Contract Code 22038 section 3 which states:

> *If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account or negotiated contract without further complying with this article.*

Staff made an informed decision about selecting a vendor to initiate negotiations, with the contract selected to initiate negotiations being Juarez Brothers General Engineering, Inc. For context, Juarez Brothers General Engineering, Inc. is a local contractor located in Madera County. Juarez Brothers General Engineering, Inc. has an active Contractors State License and an active Department of Industrial Relations registration.

Juarez Brothers General Engineering, Inc. has provided a quote for the project, in the amount of $137,622.76. The initial probable construction estimate for the project was $110,512.64.

Since several improvements have already used up a portion of the CDBG award amount of $148,386, staff sought out other funding sources to be able to move forward with the project without having to utilize General Fund dollars. This request was answered when staff became aware of $225,936.54 of previously awarded CDBG funds unspent, with the potential of being reallocated towards the FBSC Improvement project. This would allow staff to cover the costs of installing a safety perimeter fence utilizing only CDBG funds.

The request for the reallocation of funds was presented to Council on November 20, 2024, initiating the reallocation process for the for the purpose of moving unspent/unobligated CDBG funds to both the Clinton Sewer and Water project and the FBSC Improvement project. The FBSC Improvement project was to be allocated an additional $65,172.23.

On January 15, 2025, the Council approved the additional CBDG funding for the FBSC Improvements project.

FINANCIAL IMPACT:

The FBSC Improvement project was budgeted in the Fiscal Year 2024/25 Adopted Budget in the amount of $122,226, based on unspent award amount from FY 2023/24. This FY so far, $42,919 has been spent on the project, leaving $79,307 available to cover the cost of the proposed contract. With the Council approving the amendment to the City's CDBG Action Plan, reallocating the $65,172 of unspent CBDG funding to the project, this brings the available project balance to $144,479. This new total appropriation authority is sufficient to fully fund the proposed contract. Table 1 below shows the CDBG expenditure for the FBSC Improvement project to date.

While the reallocation of unspent CDBG monies was approved by Council at its last meeting, the reallocated funds still need to be appropriated. Thus, staff is including in this item a Resolution that will amend the FY 2024/25 Adopted Budget to appropriate the $65,172 that was previously reallocated by Council.

Table 1: *CDBG Award of $148,386 for FBSC Improvements Expenditure*

Vendor	Amount
O'Dell Engineering; design services	$20,999
QK Inc.; topography surveying	$7,500
Patterson Painting	$12,500
DL Batty, Inc.; kitchen renovations	$27,410
CalCard charges for supplies	$294
Capital improvement administration charges	$376
Total Expenditure To Date	$69,079
Remaining Balance To Date	$79,307
Additional CDBG Appropriation	$65,172
Total Project Balance After Additional Appropriation	**$144,479**

ALTERNATIVES:

In considering the Council's options, several potential alternatives are identified for consideration:

- The Council may choose to request that staff bring additional information, documentation, or clarification to a subsequent meeting.

- The Council may decide to reject the request altogether, with staff welcoming any direction the Council may provide.

ATTACHMENTS:

1. Resolution Approving a Construction Agreement with Juarez Brothers General Engineering Inc, for Project "IFB 202324-31 Frank Bergon Senior Center Fencing, CBDG B22MC060053" for $137,622.76.
    a. Exhibit A: Construction Agreement

2. Adopt a Resolution Amending the City's Fiscal Year 2024/25 Adopted Budget for $65,172.
    a. Exhibit A: Budget Amendment

ATTACHMENT 1

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A CONSTRUCTION AGREEMENT WITH JUAREZ BROTHERS GENERAL ENGINEERING INC OF CALIFORNIA, FOR THE CONSTRUCTION OF PROJECT "IFB 202324-31 FRANK BERGON SENIOR CENTER FENCING, CBDG B22MC060053" FOR THE AMOUNT OF $137,632.76

WHEREAS, the absence of a protective fence around the Frank Bergon Senior Center has led to safety challenges in the building and its surroundings: and

WHEREAS, City intends to implement security measures to maintain a controlled and secure environment in the facility; and

WHEREAS, all bidding requirements have been met to proceed with the project that concerns this staff report; and

WHEREAS, Juares Brothers General Engineering has agreed with the specifications of the agreement; and

WHEREAS, the funds required to enter into the agreement will come from Community Development Block Grant funding and have been previously approved by Council.

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

1. The above recitals are true and correct.
2. The City Council approves the sole source Construction Agreement with Juarez Brothers General Engineering Inc in the amount of $137,632.76, attached as Exhibit A and incorporated herein.
3. This Resolution is effective immediately upon adoption.

* * * * * * * *

Exhibit A: Construction Agreement

CONSTRUCTION AGREEMENT
IFB 202324-31 Frank Bergon Senior Center Fencing, CBDG B22MC060053

This Construction Agreement ("Agreement") is made between the City of Madera, hereinafter called "**OWNER"** or **"CITY"** and JUAREZ BROTHERS GENERAL ENGINEERING INC., hereinafter **"CONTRACTOR"** and collectively called **"Parties."** The Agreement is effective on the last date signed by the Parties at the end of this Agreement.

WITNESSETH: The Parties agree as follows:

1. Project. The **CONTRACTOR** shall commence and complete all **WORK** required for **"IFB 202324-31 Frank Bergon Senior Center Fencing, CDBG B22MC060053"**

2. Materials, Supplies, Equipment. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the **WORK** described in this Agreement.

3. Commencement of Work and Bonds. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS.** After the **NOTICE TO PROCEED** there is a lead time of 5 to 6 weeks for the new fence material to be delivered, after the material arrives, the **CONTRACTOR** will complete the same within **thirty (30) calendar days**. The **CONTRACTOR** shall submit Payment Bond and Performance Bond in the amount of $137,622.76 and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK within five (5) working days after being notified of the award of the contract.

4. Contract Amount. **OWNER** agrees to pay, and **CONTRACTOR** agrees to accept the sum of **ONE HUNDRED & THIRTY-SEVEN THOUSAND, SIX HUNDRED AND TWENTY-TWO DOLLARS WITH SEVENTY-SIX CENTS.** ($137,622.76) ("Contract Price") subject to adjustments for changes in work as may be directed in writing by **OWNER** as payment in full for the **WORK** described in the **CONTRACT DOCUMENTS. WORK** performed at unit prices will be paid based on actual quantities of work performed and accepted.

5. Contract Documents. The **CONTRACTOR** shall commence and complete all **WORK** required in accordance with the following **CONTRACT DOCUMENTS**. The term "**CONTRACT DOCUMENTS**" means and includes the following:

a) CONTRACTOR Complete Bid Proposal – Frank Bergon Senior Center Fencing.
    1. Attachment A: Insurance Requirements for Contractors.
    2. Attachment B: Juarez Brothers Quote.

6. Liquidated Damages. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified in Section 3 or within such further time as authorized and without justification, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of TWO HUNDRED DOLLARS ($200.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. Payment to Contractor. As consideration for performance of the Work required herein, **OWNER** agrees to pay **CONTRACTOR** on a time and materials basis as set forth herein, a not-to-exceed amount of $137,622.76 ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the **OWNER.**

(a) Periodic payments shall be made by the **OWNER** to **CONTRACTOR** within thirty (30) days of **OWNER'S** receipt of an application for payment from **CONTRACTOR** for services rendered. Payments to **CONTRACTOR** for work performed will be made on a monthly billing basis. The application shall include all information required by the **OWNER** and shall be in a format approved by the **OWNER.** This application shall be supported by evidence which is required by this Contract and such other documentation as the **OWNER** may require. The **CONTRACTOR** shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. **OWNER** shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.

(b) Labor and Material Releases. **CONTRACTOR** shall furnish **OWNER** with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by **OWNER.**

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

deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. Claims Resolution Process For Disputes.

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

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

(a) Claims:

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

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

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

iii. Payment of an amount that is disputed by the Owner.

(b) The Claim Must Be Timely and in Writing:

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

(c) Receipt of Claim by Owner:

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

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

(d) City Council Approval:

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

(e) Payment of Claim:

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

(f) Meet and Confer:

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

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

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

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

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

(g) Filing a Government Code Written Claim Notice:

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

(h) Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time

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

(i) Subcontractor Claims:

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

(j) Filing of Action on Unresolved Claims:

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

9. No Discrimination in Employment. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

10. Workers Compensation. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division

4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. Prevailing Wages. This Agreement is subject to California Labor Code Sections 1720, et seq., and Contractor and subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, OWNER has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of OWNER and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to OWNER not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

12. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relation. No bid will be accepted, nor any contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. In addition, Contractor shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

This Project is subject to compliance monitoring and enforcement by the Department of Relations. In executing this contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

13. Payroll Records. The **CONTRACTOR** shall comply Section 1776 of the California Labor Code. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social

security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers, and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. If **CONTRACTOR** or subcontractor does not comply after such ten (10) day period, the **CONTRACTOR** shall, as a penalty, forfeit one hundred dollars ($100) for each day or portion thereof for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

In accordance with California Labor Code Section 1771.4 Section 1771.4, **CONTRACTOR** and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (DIR) on a weekly basis and in the format prescribed by the DIR which may include electronic submission. **CONTRACTOR** shall comply with all applicable requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

Section 1777.5 provides, in part, as follows:

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

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

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

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

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

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

15. Hours of Work. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum

hours any worker is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property or except as authorized under the overtime provisions in California Labor Code 1815.

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

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

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

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

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

18. Indemnification. **CONTRACTOR** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **CONTRACTOR'S** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of

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

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

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

19. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS" of the Contract Documents.

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

21. Termination.

(a) Termination of the Contract for Default.

i. General: If, prior to the acceptance of the Work, the

CONTRACTOR:

1) Becomes insolvent, assigns its assets for the benefit of its creditors, or is otherwise financially unable to complete the Work;

2) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

3) Disregards written instructions from the City Engineer or materially violates provisions of the Contract Documents;

4) Fails to prosecute the Work according to the schedule approved by the City Engineer;

5) Disregards laws or regulations of any public body having jurisdiction; or

6) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the OWNER will consider the Contractor in default of the Contract.

(b) Notices: Notices and other written communications regarding default between the CONTRACTOR, the OWNER, and the SURETY shall be transmitted as follows:

i. Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

ii. Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

iii. Simultaneously, the OWNER may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

(c) Notice to Cure: The OWNER will issue a written notice to cure the

default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

(d) Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the City Council that the Contractor be found in default of the Contract and upon such finding by the City Council will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

(e) The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

(f) Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

(g) Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

(h) Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts

of the Contractor.

(i) Termination of the Contract for Convenience.

The OWNER may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the OWNER.

i. Notice:

The Owner will issue a written notice of termination for convenience as follows:
Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or
Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.
Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

ii. Cessation of Work:

Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

iii. Payment:

The Contractor will be paid without duplication for:

1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

3) Reasonable expenses directly attributable to termination.

Notice of termination shall be mailed to the City:

Arnoldo Rodriguez
City of Madera
205 West 4th Street
Madera, CA 93637

Notice of Termination shall be mailed to the Contractor:

Daniel Juarez,
Juarez Brothers General Engineering Inc.
17244 El Dorado Drive
Madera, CA 93636

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

22. Warranty. Contractor warrants to OWNER that all goods, materials, and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents. Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This section shall not limit OWNER's rights under this Agreement or with respect to latent defects, gross mistakes, or fraud. OWNER specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure section 337.15.

23. Compliance with Laws. City shall at all times observe and comply, and shall cause all of its agents, subcontractors, and employees to observe and comply with all with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services. Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply unless otherwise expressly stated.

24. Attorneys' Fees/Venue. In the event that any action is brought to enforce the

terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

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

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

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

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

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

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

31. Assignment. Neither the **CONTRACTOR** nor City will assign its interest in this Agreement without the written consent of the other.

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

33. Scope of Work. MEASUREMENT OF QUANTITIES: Unless otherwise specified, quantities of work shall be determined from field measurements by the Engineer in accordance with Section Nine of the State Standard Specifications. CONTRACT PAYMENTS The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, tools, equipment, transportation, services, documentation, and incidentals and for doing all work involved as required by the Plans and Specifications, Special Provision, State Standards, Legal and Safety Provisions and all other Provisions of the Contract Documents.

All materials and/or products provided for this project shall comply with City of Madera and/or Caltrans Standard Plans and Specifications as indicated by the various bid items. Certificates of Compliance indicating type of materials and source shall be provided to the City Engineer.

Full compensation for all expenses involved in conforming to the requirements for measuring materials or work shall be considered as included in the unit or lump sum prices paid for the materials and work being measured, and no additional compensation will be permitted.

34. Description of Bid Items. The descriptions below are general in nature and do not include estimated quantities. See plans and bid summary for estimated quantities.

Estimated quantities are provided as a courtesy only. Actual numbers and quantities of symbols on plans prevail.

Demolition & Site Preparation

Bid Item A.1 – Construction Fencing:
The lump sum bid for this item shall include all costs for construction fencing, labor, materials, tools, equipment, incidentals and for doing all the work, including but not limited to installation and removal from the site necessary for completion of the work.

Bid Item A.2 – Removal of Existing Wood Fence:
The linear foot price bid for this item shall include all costs for removal of existing wood fence. The item also includes labor, disposal, and other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.3 – Tree Protection Fencing:
The lump sum bid for this item shall include all costs for tree protection fencing, labor, materials, tools, equipment, incidentals and for doing all the work, including but not limited to installation and removal from the site necessary for completion of the work.

Bid Item A.4 – Site Preparation (Clearing, Grubbing & Disposal):
The lump sum bid for this item shall include all costs for vegetation removal, soil clearing, grubbing and removal. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item A.5 – Site Grading (Rough/Fine):
The lump sum price bid for this item shall include all costs for rough grading and fine grading (grading of landscape areas to fence footing elevations). The item also includes labor, equipment, materials, and all other work required by the drawings and specifications which is not specifically set forth in the Bid Form as a pay item.

Fencing and Gates

Bid Item B.1 – 6' High Tubular Steel Fence:
The linear foot price bid for this item shall include all costs for purchase and installation of ornamental fence panels, posts and footings, and all hardware and fasteners in locations indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item B.2 – 6' High Single Swing Tubular Gates (Pedestrian):
The unit price bid for this item shall include all costs for purchase and installation of ornamental swing gates, posts and footings, and all gate hardware and fasteners, including

self-closing hinges and locking lever handles in locations indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item B.3 – 6' High Double Swing Tubular Steel Gate (Vehicular):
The unit price bid for this item shall include all costs for purchase and installation of ornamental swing gates, posts and footings, and all gate hardware and fasteners, including self-closing hinges and locking lever handles in locations indicated on the Drawings. The item also includes labor, materials and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Miscellaneous

Bid Item C.1 – Mobilization/De-Mobilization (NTE 5%):
Mobilization and Demobilization will be paid for on a lump sum basis and is limited to 5% maximum of the total bid cost. The lump sum bid for this item shall include full compensation for conforming to these requirements, temporary fencing (coordination & prior approval of City needed), labor, materials, tools, equipment, incidentals and for doing all the work involved in moving on and off the project site necessary for completion of the work.

Payment for 50 percent of Mobilization and Demobilization or 2.5% of Total Base Bid, whichever is less, shall be made at the time of the first progress payment after the Contractor has purchased and submitted the required bonds and insurance as required by the City. The remaining balance shall be made at the time of the final progress payment after project acceptance by City.

Bid Item C.2 – Bonding:
General Conditions will be paid for on a lump sum basis. The contract lump sum price paid for General Conditions shall include full compensation for conforming to these requirements, furnishing all the fees, permitting, bonding, labor, surveying, staking, and materials for doing all the work involved in administration and oversight of the project necessary for completion of the work as specified in the General Provisions, these Project Specifications and as directed by the City.

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

CITY OF MADERA (OWNER)

By: _____
Cece Gallegos, Mayor

APPROVE AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

CONTRACTOR

By: _____
Contractor (signature)

_____
Printed Name and Title

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

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

Acknowledgment

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

State of California)

County of: _____)

On _____, 2025 before me, _____
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Attachment A

INSURANCE REQUIREMENTS FOR CONSTRUCTION AND SERVICES CONTRACTS

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

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- $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 Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of

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

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

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

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

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

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

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a

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

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

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

Attachment B

Juarez Brothers
General Engineering
GRADING & PAVING
DEMO & MUCH MORE
FREE ESTIMATES
Alfonso Juarez
(559) 908-2540

Disabled Veteran Owned Small Business
SDVOSB
DISABLED VETERAN
DVBE
BUSINESS ENTERPRISE

17244 El Dorado
Madera, CA 93636
Phone: (559) 908-2540

License No.	956804
SB No.	2029586
DVBE No.	2029586
DIR No.	1001118160

BID PROPOSAL

To: City of Madera

Project Name: Frank Bergon Senior Center Fencing
Location: Madera, CA

Date: January 27, 2025

Scope of Work:

ITEM	ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL	TOTAL
BID SCHEDULE A						
A1	Construction Fencing	LS	1	$ 3,303.00	$ 3,303.00	
A2	Removal of Existing Wood Fence	LS	1	$ 2,000.00	$ 2,000.00	
A3	Tree Protection Fencing	LS	1	$ 500.00	$ 500.00	
A4	Site Preparation (Clearing, Grubbing, & Disposal)	SF	788	$ 28.76	$ 22,662.88	
A5	Site Grading (Rough/Fine)	LS	1	$ 36,634.28	$ 36,634.28	
				BID SCHEDULE A TOTAL		$ 65,100.16
BID SCHEDULE B						
B1	6' High Tubular Steel Fence	LF	382	$ 142.00	$ 54,244.00	
B2	6' High Single Swing Tubular Gates (Pedestrian)	EA	2	$ 1,080.00	$ 2,160.00	
B3	6' High Double Swing Tubular Steel Gate (Vehicular)	EA	1	$ 5,748.00	$ 5,748.00	
				BID SCHEDULE B TOTAL		$ 62,152.00
BID SCHEDULE C						
C1	Mobilization/De-mobilization (NTE 5%)	LS	1	$ 6,362.60	$ 6,362.60	
C2	Bonding	LS	1	$ 4,008.00	$ 4,008.00	
				BID SCHEDULE C TOTAL		$ 10,370.60
					$ 137,622.76	$ 137,622.76

Respectfully,

Alfonso Juarez
CFO

ATTACHMENT 2

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE CITY'S FISCAL YEAR 2024/25 ADOPTED BUDGET FOR $65,172

WHEREAS, the City Council previously adopted a City-wide Budget for 2024/25 Fiscal Year; and

WHEREAS, on January 15, 2025, the Council approved an additional Community development Block Grant appropriation of $65,172.23 towards the Frank Bergon Senior Center (FBSC) Improvements Project; and

WHEREAS, the additional appropriation came from unspent/unobligated Community Development Block Grant (CDBG) funding, approved under Resolution No. 25-12; and

WHEREAS, the budget amendment to the City-wide Budget for the 2024/25 Fiscal Year, listed in Exhibit A, attached hereto, is necessary to account for the additional CDBG appropriation to cover FBSC Improvement costs.

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 appropriations for the items listed in Exhibit A, attached hereto, are approved.
3. A signed copy of this Resolution shall be placed on file in the office of the Director of Financial Services, who shall prepare the entries necessary to reflect budget changes identified in the City's accounting system.
4. This Resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

CITY OF MADERA

Budget Appropriations: Res. 25-

FUND	ORG	OBJECT	DESCRIPTION	(+)	(-)
CDBG Public improvements	10218020-FBSCI	4454	Carryover Entitlement		$65,172
CDBG Public Improvements	10218020-FBSCI	7030	Facilities and Improvements	$65,172	
				$65,172	**$65,172**

MADERA COUNTY EDC
ECONOMIC DEVELOPMENT COMMISSION

REPORT TO THE MADERA CITY COUNCIL

Agenda Item: E-1

Meeting Date: February 5, 2025

To: Honorable Mayor and City Councilmembers

From: Kristina Gallagher, Executive Director
Madera County Economic Development Commission

SUBJECT:

City contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year (FY) 2025/26 in the amount of $194,614.51

RECOMMENDATION:

The EDC recommends the City Council (Council) adopt a minute order approving the 2025/26 Basic Service Level Budget as submitted.

SUMMARY:

The City, along with the County of Madera and the City of Chowchilla, established a Joint Powers Authority (JPA) in 1968 to create an agency with the expressed purpose of attracting and establishing industry in the region. The EDC is seeking funding to continue with its core mission for the upcoming fiscal year.

DISCUSSION:

History & Board Composition

The EDC was created by the County of Madera and the cities of Madera and Chowchilla through a JPA in 1968. On an annual basis, the EDC approaches each respective agency and outlines budget needs and contribution amounts. In an effort to identify needs, EDC staff works collaboratively with its Board of Commissioners, comprised of 13 members from local chambers, industry and public utility to plan the upcoming year's strategy and efforts. Budget needs are more narrowly defined by the EDC Executive Committee, which is comprised of 5 of the 13 aforementioned Board of Commissioners.

Role of the EDC

The EDC, in partnership with the City, works tirelessly on:

1. Attracting new businesses, particularly job creation
2. Assisting existing businesses to expand, including identifying and providing loans
3. Retention of existing businesses that are seeking and relocating outside of the region
4. Serving as a liaison between the City and businesses

As part of these efforts, the EDC:

- Attends trade shows
- Communicates with corporate site selectors to identify needs
- Identifies key personnel at public utility companies (e.g. PG&E, AT&T, Comcast)
- Generates data on market conditions
- Develops and maintains on-going relationships with State and Federal elected officials
- Provides legislative updates as they relate to economic development

While not all efforts result in new businesses, EDC played a key role in attracting several businesses highlighted in Table 1. Additionally, the EDC is actively working on attracting other businesses; however, due to confidentially guidelines, specific details cannot be shared at this time.

Table 1: *New Businesses in the City*		
In N Out	Dutch Bros Coffee	California Custom Processing
Amond World	Miles Chemical	North Fork Mono Resort
AG Machining	Smart & Final	ZND US
Ross Dress for Less	Ready Roast	WHSE Partners

California Central Valley EDC

While the EDC represents the JPA agencies, it is also part of an eight-county wide economic consortium, the California Central Valley Economic Development Corporation (CCVEDC). Nationally recognized, the CCVEDC supports the EDC by connecting key decision-makers, generating proprietary research and data, and organizing site tours with corporate site selectors. Membership in EDC provides access to CCVEDC's prospects and leads.

Regional EDC

Worth noting is that EDC also serves as the lead agency on a county-wide basis for several agencies, organizations and programs, including:

A. The Eastern Madera County Foundation
B. The Greater Madera County Industrial Association
C. Recycling Market Development Zone (Zone administrator working with CalRecyle and Madera County businesses that use recycled materials to prevent adding to the landfill)
D. The Madera County and City of Madera Revolving Loan Fund programs
E. MCEDC acted as a partner with the County of Madera on their CARES Act Funding and ARPA Funding for the Microbusiness Grant programs

The EDC is also a leader in promoting Madera with ongoing press releases, social media, daily blogs and the Real Estate Update.

Current Request

The proposed total budget for Fiscal Year (FY) 2025/26 is $465,919.35 for the MCEDC. The contribution amounts are proportionally based on population. Sponsorships to the EDC vary annually, in FY 2023/24, the EDC received $4,800 in event sponsorships between the Economic Summit and the State of the County. Additionally, in FY 2023/24 MCEDC received $10,000 in sponsorship funds from PG&E. PG&E

notified MCEDC that for FY 2024/25, they will be sending $3,000. While the sponsorships do help fill in gaps in the Basic Service Level Budget, they are not a steady source of funding and vary annually.

For the upcoming year, EDC staff, along with the Board of Commissioners determined the following contribution amounts:

Table 2: *Contribution Amounts*

	County	City of Madera	Chowchilla	**Total**
Contribution	$231,515.33	$194,614.51	$39,789.51	**$465,919.35**
Population %	49.69%	41.77%	8.54%	**100%**

The FY 2025/26 Basic Service Level Budget reflects a $8,533.14 increase over the FY 2024/25 budget. Per the JPA agreement, each jurisdiction contributes a pro-rated share of the EDC Basic Service Level Budget based on population. The EDC conducts an annual review of the most recent population numbers from the State of California Department of Finance (DOF).

The City of Madera experienced a 1.55% increase in population, resulting in a slight increase in its proportional share. According to the DOF data, the City of Madera population represents 41.77 % of the County's population. This equates to $194,614.51 for the 2025/26 fiscal year, an increase of $8,533.14 from the previous year. Table 3 provides an overview of the City's contribution for the last several years, including the proportional share from the City.

Table 3: *The City's Contribution Amounts and Proportional Share*

	$ contribution	Population % of the County
FY 2025/26 (proposed)	$194,614.51	41.77%
FY 2024/25 (current year)	$186,081.37	41.44%
FY 2023/24	$181,437.86	41.83%
FY 2022/23	$179,428.99	41.75%
FY 2021/22	$181,749.80	41.36%

It should also be noted that the EDC has experienced slight increases in its operational expenses, including salary adjustments, increases in insurance and overhead expenses.

Looking Ahead

With recent changes in EDC leadership, the service delivery model is currently being reassessed. This process includes evaluating the target for recruitment, identifying opportunity sites, and improving communication with member agencies. As part of this reassessment, the EDC will take the following steps in the immediate future:

- Provide the City Council with a quarterly update on ongoing projects and activities, ensuring transparency and alignment with City goals;
- Invite Councilmembers to participate in bi-annual briefing to engage in strategic discussions on upcoming initiatives.

FINANCIAL IMPACT:

This request will have an impact to the General Fund in the amount of $194,614.51. While this request is being made as the City is preparing its FY 2025/26 Annual Operating budget, it is done so given that the current JPA agreement states the following on Page 7 of the contract: "One PARTY may withdraw from the Agreement, if written notice of withdrawal is given to the other PARTIES by March 1 of any given year."

ATTACHMENTS:

1. Exhibit A: Summary of Staff Time
2. Exhibit B: EDC Projected Budget

Summary of Staff Time

EXHIBIT A

*Based on population

	County of Madera	City of Madera	City of Chowchilla	TOTAL
Business Assistance/Office Manager	49.69%	41.77%	8.54%	100%

** 7.5% to CDBG

Business Assistance/Office Manager						**CDBG 7.5%
Salary	$65,515.58	$30,113.09	$25,313.42	$5,175.40	$60,601.91	$4,913.67
Retirement	$4,913.67	$2,258.48	$1,898.51	$388.16	$4,545.14	$368.53
Employer Taxes	$5,011.94	$2,303.65	$1,936.48	$395.92	$4,636.04	$375.90
Workers Comp.	$600.00	$275.78	$231.82	$47.40	$555.00	$45.00
Medical	$20,846.60	$9,581.77	$8,054.55	$1,646.78	$19,283.11	$1,563.50
Dental	$500.00	$229.82	$193.19	$39.50	$462.50	$37.50
Vision	$100.00	$45.96	$38.64	$7.90	$92.50	$7.50
Life/LTD	$350.00	$160.87	$135.23	$27.65	$323.75	$26.25
		$44,969.43	$37,801.83	$7,728.70	$90,499.96	$7,337.83
Business Development/Mkting Manager						
Salary	$51,250.00	$25,466.13	$21,407.13	$4,376.75	$51,250.00	
Retirement	$3,843.75	$1,909.96	$1,605.53	$328.26	$3,843.75	
Employer Taxes	$3,920.63	$1,948.16	$1,637.65	$334.82	$3,920.63	
Workers Comp	$543.93	$270.28	$227.20	$46.45	$543.93	
Medical	$13,848.00	$6,881.07	$5,784.31	$1,182.62	$13,848.00	
Dental	$350.00	$173.92	$146.20	$29.89	$350.00	
Vision	$75.00	$37.27	$31.33	$6.41	$75.00	
Life/LTD	$300.00	$149.07	$125.31	$25.62	$300.00	
		$36,835.85	$30,964.65	$6,330.81	$74,131.31	
Executive Director						
Salary	$140,000.00	$ 69,566.00	$ 58,478.00	$ 11,956.00	$140,000.00	
Retirement	$10,500.00	$ 5,217.45	$ 4,385.85	$ 896.70	$10,500.00	
Employer Taxes	$10,710.00	$ 5,321.80	$ 4,473.57	$ 914.63	$10,710.00	
Workers Comp	$4,626.00	$ 2,298.66	$ 1,932.28	$ 395.06	$4,626.00	
Medical	$18,164.25	$ 9,025.82	$ 7,587.21	$ 1,551.23	$18,164.25	
Dental	$500.00	$ 248.45	$ 208.85	$ 42.70	$500.00	
Vision	$100.00	$ 49.69	$ 41.77	$ 8.54	$100.00	
Life/LTD	$600.00	$ 298.14	$ 250.62	$ 51.24	$600.00	
		$92,026.00	$77,358.14	$15,816.10	$185,200.25	
	$357,169.35	$173,831.28	$146,124.62	$29,875.61	$349,831.52	

EDC Projected Expenses (Exhibit B)		County of Madera	City of Madera	City of Chowchilla	TOTAL
Staff Salaries/Other Compensation		127,586.82	107,250.98	21,927.78	256,765.58
Staff Benefits/Taxes		49,890.63	41,938.65	8,574.48	100,403.77
Subtotal		177,477.45	149,189.64	30,502.26	357,169.35
Operating Expenses % to be applied		49.69%	41.77%	8.54%	100%
Audit	5,700	2,832.33	2,380.89	486.78	5,700.00
Auto Expense/Travel	3,500	1,739.15	1,461.95	298.90	3,500.00
Conference/Training	3,500	1,739.15	1,461.95	298.90	3,500.00
Staff Expense	2,500	1,242.25	1,044.25	213.50	2,500.00
Insurance/Surety Bonds	2,350	1,167.72	981.60	200.69	2,350.00
Office Supplies	2,000	993.80	835.40	170.80	2,000.00
Office Rent	26,000	12,919.40	10,860.20	2,220.40	26,000.00
Organizational Dues	1,500	745.35	626.55	128.10	1,500.00
Postage	250	124.23	104.43	21.35	250.00
Newsletter	2,000	993.80	835.40	170.80	2,000.00
Printing	250	124.23	104.43	21.35	250.00
Publications/Directories	500	248.45	208.85	42.70	500.00
Repairs/Maintenance	3,500	1,739.15	1,461.95	298.90	3,500.00
Telephone	3,500	1,739.15	1,461.95	298.90	3,500.00
Utilities	6,500	3,229.85	2,715.05	555.10	6,500.00
Commission Expense	200	99.38	83.54	17.08	200.00
Equipment Rental	3,000	1,490.70	1,253.10	256.20	3,000.00
Marketing	42,000	20,869.80	17,543.40	3,586.80	42,000.00
	108,750.00	54037.875	45424.875	9,287.25	108,750.00
TOTAL Fiscal Year 25/26		231,515.33	194,614.51	39,789.51	465,919.35
		County of Madera	**City of Madera**	**City of Chowchilla**	

REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: E-2

SUBJECT:

Parks & Community Services Department Fiscal Year 2024/25 Quarter 2 Recap

RECOMMENDATION:

This report is submitted to provide the City Council with an informational report on the status of the Parks & Community Services (PCS) Department Fiscal Year 2024/25 Quarter 2 Recap

SUMMARY:

Staff is providing an update on Fiscal Year 2024/25 Quarter 2 (October 2024 – December 2024) accomplishments, progress, and ongoing efforts of the PCS Department. This informational update covers all divisions within the PCS Department.

DISCUSSION:

The PCS Department delivers a wide range of direct services to the public and is divided into three major operational divisions: Administration, Recreation & Community Services, and Parks Maintenance. Together, these divisions provide high-quality recreational pursuits, preservation of parks and open space areas, entertainment, and leisure services to community members of all ages.

During Quarter 1 of Fiscal Year 2024/25, staff is please to share the following highlights of accomplishments and progress work, presented in no particular order:

1. **<u>Administration</u>**
    - Submitted closeout reports and final reimbursement requests for the Clean California Local Grant Program. Thanks to the $832,350 grant, the City was able to do the following:

        - Cover $200,000 towards litter abatement efforts in the Fresno River. This allowed for some General Fund relief for contracted services of the river cleanup efforts.
        - Restore the entire surface of the Vernon McCullough River Trail. This was over 204,211 square feet.
        - Installation of a new playground with safety perimeter fencing at Riverview Park, augmenting the City's play structures available, swings, and park amenities.
        - Installed 5 new motion-capable exercise equipment stations in a highly utilized section of the Vernon McCullough River Trail, to provide a safe, clean space for residents to be active.
        - Installed 34 new trash receptacles along the trail and 2 at Riverview Park to increase the community's ability to dispose of trash and litter more appropriately.
        - Conducted an anti-littering campaign that included decals on the new trash receptacles and incorporated selected artwork from Madera Unified School District students in some of the receptacles.
    - Executed Amendment No. 2 with West Coast Arborist, Inc. (WCA) for citywide tree management and maintenance services. This will allow the City to maintain services through November 3, 2026.
    - Executed a Lease Agreement for facility utilization of the Millview Community Center with the Community Action Partnership of Madera County (CAPMC). This Lease allows CAPMC to further continue the Head Start program out of the site, extending the Lease through May 31, 2027.
    - Secured agreements with the California Conservation Corps for assistance with the following:
        - River cleanup efforts, specifically vegetation and bush growth along the Fresno River
        - Citywide tree trimming efforts
        - Citywide landscape maintenance efforts
    - Researched and presented information regarding the publicly proposed splash pad project by community members. This included researching potential costs and design factors of splash pads, logistics and other matters.
    - Conducted the grand opening event of Rancho Santa Fe Park on Saturday, November 23, 2024. Although the weather initially called for severe rain, the weather the day of the event turned out beautiful, with a larger turnout than expected. Rancho Santa Fe is the City's newest park.

2. **<u>Parks Maintenance</u>**
    - Added additional improvements at McNally Park, with the completed installation of musical equipment. The installation includes free-standing musical instruments on a surfaced play area.

- The Parks Maintenance office area underwent renovations with the installation of new furniture to enhance and maximize the space. The new furniture includes conference room-style tables and chairs, new overhead storage cabinets, and storage cases.
- Sunrise Rotary Sports Complex closed its soccer fields for maintenance. This includes reseeding the fields that see major wear and tear from spring to late summer, with the various leagues and usage the park gets. This is a well-deserved time off for the fields to get the maintenance they need to be ready for 2025.
- An application for Community Development Block Grant funds was submitted on December 13, 2024, requesting a total of $413,000. The amount requested is intended to cover needed improvements at the Centennial Park Pool Complex, such as improvements to the deck, drainage repairs, new canopy, reconstruction of pool equipment and chemical room, and repairs to the main building.
- One new fountain was added at the corner of Cleveland Avenue and Granda Drive.
- Staff completed replacement of three trash cans at Sunrise Rotary Sports Complex.
- Three trash cans were repaired with new liners at the Vernon McCullough River Trail and Centennial Park.
- Successfully hired 5 Park Aides to support division duties and responsibilities.
- Since December 15, 2024, Parks Maintenance staff has taken on the additional duties of providing janitorial services for the following sites, as the City worked on finalizing a new agreement with a new vendor:
    - Police Department
    - Intermodal Transportation
    - Transit Center (Independence Drive)
    - City Hall
    - Engineering Department building

Specifically related to capital improvement projects, the following should be noted:

- Sunrise Rotary Sports Complex New Playground Installation
    - Construction continued throughout September – December at the playground. Staff had to order several items that were missing during the course of installation. These were smaller sized items, such as spindles and specific bolts.
    - On December 19, 2024, a Certified Playground Safety Inspector conducted an inspection of the completed playground. There was one finding that the Inspector informed staff about at the site before a Certificate of Compliance could be issued.
- Frank Bergon Senior Center Safety Perimeter Fence
    - Updated estimates were received for the completion of the project. Staff has worked on an agreement to present to Council in early 2025.

3. **Recreation**

- The John Wells Youth Center (JWYC) and Pan-American Center (PAC) have been open for drop-in programming for youth in the afternoons.
  - Over 567 duplicated youth attended the JWYC.
  - Over 826 duplicated youth attended the PAC.
- Both centers held special programming hours during December to accommodate the school winter break.
- Secured a Consultant Services Agreement with Madera Unified School District (MUSD) to conduct a Winter Enrichment STEAM Camp, estimated to serve over 70 students
  - The Agreement was approved by Council on November 20, 2024.
  - The camp is scheduled for January 6 -10, 2025.
  - The Agreement is not to exceed $27,552.50, to be reimbursed by MUSD.

4. **Aging Services**

- Programming that occurred in Quarter 2 of Fiscal Year 2024/25 includes:

  - Tai Chi
  - Tech Class
  - Pickleball Class
  - Chair Yoga
  - Weekly Day Trips
  - Karaoke
  - Knit n Knots
  - Aqua Dash
  - Board Games/Bingo
  - Bailoterapia
  - Passport Travel
  - Arts & Crafts

- The Pan-American Center was open for programming Monday through Friday from 9 am through 2 pm.
  - During October, 1,253 duplicated participants visited the center.
  - During November, 1,121 duplicated participants visited the center.
  - During December, 1,104 duplicated participants visited the center.
- The Frank Bergon Senior Center (FBSC) was open for programming on Tuesday, Wednesday, and Thursday from 9 am through 2 pm.
  - During October, 576 duplicate participants visited the center.
  - During November, 340 duplicated participants visited the center.
  - During December, 523 duplicated participants visited the center.
- Special events related to Aging Services included:
  - Fresno Fair Senior Day Trip
  - Halloween Costume Contest/Luncheon
  - Halloween Senior Dinner Dance
  - Thanksgiving Luncheon and Food Drive
  - Harvest Senior Dinner Dance
  - Listen and Learn Session at FBSC, facilitated by San Diego State University Center for Excellence in Aging Center
  - Youth Coat and Blanket Drive at both sites
  - Breakfast with Santa

- Christmas Ball Dinner Dance

5. **Sports**

- Fall T-Ball and Coach Pitch enrolled 141 kids.
- Tiny Tikes soccer enrolled 40 kids.
- Youth Basketball enrolled 170 kids.
- Tiny Tikes Multi-Sport enrolled 29 kids.
- Adult Softball enrolled 168 adults.
- A total of 14 softball teams participated.
- Adult Volleyball open recreation programming hours hosted over 270 duplicated adults.
- The Sports division is looking forward to new programs coming soon:
  - Middle School Basketball League
  - Adult Volleyball Tournaments
  - Youth Special Needs Sports Camp

6. **Community & Recreation Centers (Facilities)**

- Utilization of the Frank Bergon Senior Center
  - 6 recorded rentals during October – December 2024.
- Utilization of the John Wells Youth Center
  - 6 recorded rentals during October – December 2024.
  - The Madera Omega LEO Club hosted a Basketball Exhibition Game on November 23, 2024. The game was between Madera Omega LEO Club and the Valley Children's Adaptive Sports Fresno Wheelers.
- Utilization of the Pan-American Center
  - 9 recorded rentals during October – December 2024.
  - The Madera County Elections Office held a polling location from November 2nd through November 5th.
  - Madera County Behavioral Health held an Annual Staff Appreciation on December 6, 2024.
- Utilization of the Youth Hut
  - 1 recorded rental during October – December 2024.

7. **Special Events**

- Halloween Movie Night at Lions Town & Country Park took place on Friday, October 18, 2024, with a special screening of *Hocus Pocus*. This was the winning movie as voted on by the community. Over 115 people attended.
- Madera Eats teamed up with the Recreation division for a thrilling evening of delicious food and festive trick-or-treating at Lions Town and Country Park. The event took place on Saturday, October 19, 2024. There were food vendors, craft vendors, resource booths, games, and prizes for best costume. It is estimated that 300 people attended.

- Participated in four Walk to School events, partnering with the Madera County Department of Public Health and Madera Unified School District.
    - Three of the four events were held at City parks.
- In conjunction with the Madera County Tourism Alliance, participated in the Pomegranate Festival on November 2, 2024, at the Madera Fairgrounds. Approximately 7,500 people were in attendance and the City's Kids Zone made over $4,417, in revenue.
- Holiday Movie Night at the John Wells Youth Center took place on Saturday, December 14, 2024, with the special screening of *Dr. Seuss' How the Grinch Stole Christmas*. This was the winning movie as voted on by the community.
- Madera East joined with the Christmas Lights Parade on December 4, 2024. Four food vendors participated.
- The Jolly Trolley Lights Tour took place on the evening of Tuesday, December 17, 2024. This event was a huge success, as the event was fully booked, and required 10 City buses to meet demand! The attendees got to tour some of the City's most decorated holiday display homes.
- The City crowned Steven Fabionar and Leticia Ceballos as the best-decorated house for the 2nd consecutive year.
- In 2024, the last event was Winter Wonderland, on December 20, 2024. This is a holiday-themed event filled with games and crafts, concession items, and raffle prizes. Attendees also have a chance to take a picture with Santa and Grinch!

FINANCIAL IMPACT:

The preparation and presentation of this informational report does not result in any significant financial impact. While there are costs associated with the organization and execution of the community events referenced in this report, these expenses have been accounted for in the City's Fiscal Year 2024/25 budget. All activities and events were planned in alignment with the City's financial resources and were incorporated into the approved budget to ensure fiscal responsibility. As such, no additional appropriations or adjustments to the current budget are necessary at this time.

ALTERNATIVES:

This report is for informational purposes only and no formal action is being requested.

ATTACHMENTS:

No attachments.

Madera City Council Meeting

February 5, 2025

Agenda Item: E-3

Select Recipient for the Proclamation in the month of February

Recommendation: Request for Council's selection of a recipient for the Proclamation Recognizing Black History Month (Report by Alicia Gonzales)

There is no written report for this item.

REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: February 5, 2025

Agenda Number: E-4

SUBJECT:

Informational Report on Solar Project Credit Payment of $1,966,669.83

RECOMMENDATION:

None. This report is informational only.

SUMMARY:

In partnership with Engie Services U.S., the City initiated the construction of multiple solar systems to service City facilities. One of the two new solar systems at the Wastewater Treatment Plant (WWTP) started construction in June 2021 and became operational in October 2023. This system provides electricity to various City facilities, including the WWTP, City Hall, and Police Headquarters. The City issued bonds to pay for the facility's construction, while construction on the second Engie solar system at the WWTP remains ongoing. The third, existing solar system at the WWTP, constructed in c. 2014, is unrelated to the Engie project.

In August 2022, the Inflation Reduction Act (IRA) was signed into law. Part of the IRA authorized credits for solar power systems that were both financed with debt and began construction prior to January 2023. Working with the City's bond counsel, Jones Hall, the City submitted a claim in May 2024 with the Internal Revenue Service (IRS) for solar credits offered under the IRA. On January 2, 2025, the City received a $1,966,669.83 solar credit payment from the IRS. The monies received have been allocated to all the City funds contributing to the annual debt service payment on the solar power system.

DISCUSSION:

To ensure energy consistency and manage electric utility costs, the City began exploring solar energy systems to power its facilities. After careful study, the City partnered with Engie Services, U.S. to develop a solar facility at the WWTP. Prior to this partnership, the City had already

constructed a solar system at the WWTP that solely provided power to the WWTP. Thus, there are now three solar systems at the WWTP, two of which are operational. This subject solar system, while physically located at the WWTP, supplies energy to various City facilities, including the WWTP, City Hall, Police Headquarters, and water wells. In contrast, the other two solar systems are dedicated to the WWTP.

The City issued $19.4 million in bonds to fund the project in December 2019. Bond proceeds were initially used to cover design costs and later construction. Construction commenced in June 2021, with the initialization of the system in October 2023. The completed system is designed to produce 5.9 MW of electricity annually.

In August 2022, President Biden signed the IRA into law. The IRA provided financial incentives for solar projects. Under the IRA, credits were authorized for solar power systems financed with debt and began construction before January 2023. The IRS administered these credits through an application process.

In January 2024, the City's bond counsel, Jones Hall, informed the City about the IRA's solar power system credits and offered to assist in the application process. The City retained Jones Hall in March 2024 to facilitate the application submission. Jones Hall's fee for this service was $45,000. With the assistance of Jones Hall, City staff applied to the IRS in May 2024.

On January 2, 2025, the City received a payment of $1,966,669.83 from the IRS for the solar credit application it filed in May 2024. Staff allocated these monies across City funds based on their contribution to the annual solar power system bond payment.

Staff anticipates receiving another solar credit payment from the IRS in approximately one year. The amount of that payment has yet to be determined.

FINANCIAL IMPACT:

Considering that various funds paid for the subject system, staff applied the $1,966,669.83 solar credit in proportion to the fund that initially paid for the solar project. Table 1 outlines the dollar amount credited per fund.

It is important to note that these credit proceeds were not included in the FY 2024/2025 Adopted Budget. Instead, staff plans to include these proceeds in the FY 2025/2026 Proposed Budget. However, Council has the discretion of appropriating these proceeds in the FY 2024/2025 Amended Budget should it choose to do so.

Table 1: *Rebate per fund*	
Fund	Amount
Airport	$54,988.93
Drainage	$31,279.53
Facilities	$400,702.81
General Fund	$262,298.81
Madera Transit Center	$18,515.58
Measure K - Police	$10,148.35
Parking	$3,324.46
Sewer	$417,527.00
Water	$767,884.36
Total	**$1,966,669.83**

ALTERNATIVES:

There are no alternatives presented as this item is informational only.

ATTACHMENTS:

None