

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, February 16, 2022
6:00 p.m.

Council Chambers
City Hall

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 890 5245 9216#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

The City will observe the Madera County Public Health Department recommendations. This may limit seating in the Council Chamber; however, the City will have seating available in the foyer. All persons visiting City facilities shall observe health and safety protocols.

CALL TO ORDER:

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

INVOCATION: Pastor John Pursell, Believer's Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters

discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

INTRODUCTIONS:

1. Gabriel Baston, Wastewater Treatment Plant Operator (Introduction by Dan Foss)

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – 06/16/21

Recommendation: Approve the City Council Minutes of June 16, 2021

B-2 Informational Report on Register of Audited Demands for January 22, 2022 to February 4, 2022

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Claims Settlement Authority Delegated to the City Manager

Recommendation: Waive Full Reading and Adopt an Ordinance of the City of Madera Amending Section 1-6.18 of Title I Chapter 6 of the Madera Municipal Code relating to City Manager Authority on Claims Against the City (Report by Wendy Silva)

B-5 State Ballot Measure 21-0042A1, the Taxpayer Protection and Government Accountability Act

Recommendation: Adopt a Resolution Establishing the City's Opposition to State Ballot Measure 21-0042A1, Taxpayer Protection and Government Accountability (Report by Arnaldo Rodriguez)

B-6 Second Amendment to Professional Services Agreement with The Pun Group for completion of Fiscal Year (FY) 2020-21 and FY 2021-22 financial audits

Recommendation: Adopt a Resolution Approving a Second Amendment to the Agreement for Professional Services with the Pun Group to extend the Agreement for Completion of the FY 2020-21 and FY 2021-22 Financial Audits and set the fee for the FY 2021-22 Audit Services not to Exceed \$54,636 (Report by Anthony Forestiere)

B-7 Amendments to Agreements between the City and MV Public Transportation, Inc.

Recommendation:

- 1) Adopt a Resolution Approving Amendment No. 2 to Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc. to include required FTA Regulatory Provisions and Rescinding Resolution No. 21-137; and
- 2) Adopt a Resolution Approving Amendment No. 2 to the Lease Agreement between the City and MV Public Transportation, Inc. to include required FTA Regulatory Provisions and Rescinding Resolution No. 21-138 (Report by Anthony Forestiere)

C. PUBLIC HEARINGS:

C-1 Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 40 and Zone of Benefit 51 to the Citywide Landscape and Lighting Assessment Districts (LMD) Zone for Fiscal Year 2022/23

Recommendation: Continue Public Hearing to City Council Meeting of March 2, 2022, at 6:00 PM (Report by Keith Helmuth)

C-2 General Plan Amendment and Related Rezoning of Property for the Development of the Sunset Apartment Project

Recommendation: It is recommended that the City Council hold the Public Hearing and after it is closed take the following actions by separate motion in order presented:

- 1) Adopt a Resolution Amending the General Plan Land Use Map for Property (Approximately 0.875 Acres) Located at the Northeast Corner of the Intersection of Sunset and Orchard Avenues, Amending the Commercial General Plan Land Use Designation to High Density Residential and Adopting a Negative Declaration (APN: 006-182-007); and
- 2) Waive full reading and introduce an Ordinance Rezoning the Approximately 0.2 Northern Acres of the Property Located at the Northeast Corner of the Intersection of Sunset and Orchard Avenues (APN: 006-182-007) to Adjust the Boundaries of the R3 (*One unit per 1,800 square feet of site area*) Zone District and Delete the R1 (*One unit per 6,000 square feet of site area*) Zone District (Report by Arnolando Rodriguez)

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

D-1 Agreement for Lions Town & Country Park Renovation

Recommendation: Adopt a Resolution awarding contract to Nish-ko, Inc. under IFB 202122-09 for Lions Town & Country Park Ballfields #1 & #2 Renovation, estimated at \$65,216 and approving a Contractor Services Agreement (Report by Joseph Hebert)

D-2 Planned Caltrans Project on State Route 145 (SR 145)

Recommendation: Consider Adoption of a Resolution Approving Caltrans Proposed Road Diet to be Constructed as Part of Caltrans Downtown Madera CAPM Project (06-0Y180) and/or Provide Direction (Report by Keith Helmuth)

D-3 Coordination of Ongoing Federal Transportation Administration Funded Activities for the Madera Urbanized Area

Recommendation: Adopt a Resolution Approving the Memorandum of Understanding between the City of Madera and Madera County Regarding Coordination of Ongoing Federal Transportation Administration (FTA) Funded Activities for the Madera Urbanized Area (Report by Anthony Forestiere)

D-4 Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

Recommendation:

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

D-5 Administrative Hearing Officer

Recommendation:

- 1) Adopt a Resolution Approving an Agreement for Services with David Austin to Serve as the Administrative Hearing Officer; and
- 2) Approve a Budget Amendment Not to Exceed \$25,000 to Cover Costs Associated with the Agreement (Report by Arnoldo Rodriguez)

D-6 Revisions to the Appointment Process for City Boards, Committees, and Commissions

Recommendation: Waive full reading and introduce an Ordinance Amending §2-3.101 OF TITLE II, CHAPTER 3 of the Madera Municipal Code relating to the appointments process for City Boards, Committees, and Commissions (Report by Arnoldo Rodriguez)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Public Employee Performance Evaluation

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

Title: City Manager

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, March 2, 2022
- Wednesday, March 16, 2022
- Wednesday, April 6, 2022

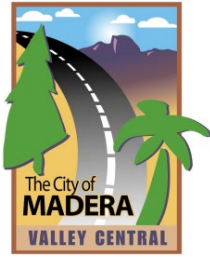
▪ Wednesday, April 20, 2022

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for February 16, 2022, near the front entrances of City Hall and on the City's website www.madera.gov at 9:30 p.m. on February 10, 2022.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	06/16/2021
Adopted:	02/16/2022

Minutes of a Regular Meeting of the Madera City Council

June 16, 2021
6:00 p.m.

Council Chambers
City Hall

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 934 5723 0806# followed by *9 on your phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

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

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, Parks Programs Coordinator Corrine Long-Folk, Assistant Planner Adam Klier, Public Works Administrative Analyst Adam Gonzales, Program Manager Grants Alex Estrada, Administrative Analyst II Mary Church, Planner (Consultant) Steve Bettencourt, and Communication Specialist Joseph Carrello.

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE: Administrative Analyst Adam Gonzales

LATE DISTRIBUTION ANNOUNCEMENT:

City Clerk Alicia Gonzales announced that pursuant to Government Code Section 54957, members of the public were advised that less than 72 hours prior to that evening’s meeting, Item D-3 was distributed to the Council after the agenda packet was finalized. Members of the public wishing to view or obtain a copy

of the item may do so by visiting the City of Madera meeting and agenda page located on the City's website.

APPROVAL OF AGENDA:

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

PUBLIC COMMENT:

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

No Public Comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing Juneteenth Day

INTRODUCTIONS: None. (See information before Item C-1.)

A. WORKSHOP: Street Cross Sections (Report by Keith Helmuth)

Council asked that this item be brought back to Council with additional information.

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.

Councilmember Rodriguez asked that Item B-4 be pulled for discussion. Mayor Garcia asked him to go ahead with this question. His question was answered by HR Director Wendy Silva.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

B-1 Minutes – 4/26/21, 05/05/21

Recommendation: Approve the City Council Minutes of April 26, 2021 and May 5, 2021

B-2 Informational Report on Register of Audited Demands for May 22, 2021 to June 4, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Side Letter Agreements Regarding the City's Contribution to Health Insurance

Recommendation: Adopt a Minute Order

- 1) Approving Side Letter Agreements with the Mid Management Employee Group (MM) and the Madera Affiliated City Employees' Association (MACEA) Modifying the City's Contribution to Health Insurance Effective July 1, 2021; and
- 2) Authorizing the City Manager to sign the Side Letters (Report by Wendy Silva)

This item was pulled for discussion by Councilmember Rodriguez prior to Consent Calendar being adopted. Councilmember Rodriguez asked Director of Human Resources Wendy Silva who responded that the side letters would stay in place until the City of Madera finalizes the new MOUs which is probably in about 2-4 weeks.

B-5 Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements (Site Plan Review No. 2019-05)

Recommendation: Adopt a Resolution Approving Reimbursement Agreement with Full Throttle Suspension for Storm Drain Public Improvements Relating to Site Plan Review No. 2019-05 and CUP Nos. 2019-03 and 2019-04 (Report by Keith Helmuth)

Removed from the agenda during adoption of the Consent Calendar.

INTRODUCTIONS:

City Manager Arnoldo Rodriguez introduced Alex Estrada as a new employee and Accountant in the Finance Department but is currently assisting in the Grants Department. Mayor Garcia welcomed Mr. Estrada to the City of Madera.

C. PUBLIC HEARINGS:

C-1 Public Hearing to Approve the Community Development Block Grant (CDBG) COVID-19 Round 3 Funding Allocation and Approve Subrecipient Agreements

Recommendation: Conduct the public hearing to receive final public input and

- 1) Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services (\$122,322) with Community Action Partnership of Madera County, Inc.
- 2) Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services (\$280,321) with Madera Coalition for Community Justice (Report by Ivette Iraheta)

Mayor Garcia asked for public comment. No public comment for this item was presented.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM C-1 (1) & (2) WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 21-78 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$122,322) WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

RES 21-79 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$280,321) WITH THE MADERA COALITION FOR COMMUNITY JUSTICE

C-2 Public Hearing on the Community Development Block Grant (CDBG) 2021-2022 Action Plan Funding Allocation

Recommendation: Conduct the Public Hearing to Approve Tentative Allocations for the use of CDBG 2021-2022 Action Plan Funds in the Amount of \$1,312,191 (Report by Ivette Iraheta)

Mayor Garcia opened public comment.

Stephanie representing Pequeños Empresarios requested funds for their program.

Baldwin Moy representing Madera Coalition for Community Justice commented on two (2) items. He asked for additional funding for the Madera Rental Assistance Program and for the Madera Street Art Project.

Marina Harutyunyan with Habitat for Humanity Greater Fresno Area gave a brief description of their program.

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM C-2 (PUBLIC SERVICES) WAS APPROVED BY A 5/1 VOTE. NOES: MAYOR GARCIA. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS**

NO: 1 - MAYOR GARCIA

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY MAYOR PRO TEM VILLEGAS ITEM C-2 (CAPITAL PROJECTS/PUBLIC IMPROVEMENTS) WAS APPROVED BY A 5/1 VOTE. NOES: COUNCILMEMBER EVANS. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES**

**MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

NO: 1 - COUNCILMEMBER EVANS

C-3 Public Hearing for Second Reading Adoption of Two Ordinances Relating to Cannabis to the Municipal Code

Recommendation: Conduct a public hearing and waive the full reading of two ordinances amending the Madera Municipal Code as follows:

- 1) A Zoning Ordinance Amending Sections §10-3.802 (Light Industrial), §10-3.902 (Heavy Commercial), §10-3.1002 (Industrial zones), and §10-3.11.503 (Industrial Park Zones) of the Zoning Ordinance
- 2) A Regulatory Ordinance Adding Chapter 5 to Title VI of the Madera Municipal Code Relating to Cannabis Businesses; Repealing Section §4-15 (Medical Marijuana and Cultivation; Chapter 15 to Title IV: Public Welfare); and Adding Section §6-1.95 (Cannabis; Chapter 1 to Title VI: Businesses, Professions, and Trades) (Report by Arnaldo Rodriguez)

Mayor Garcia opened Public Comment.

Bidai Maaza had a couple of questions regarding cannabis which City Manager Arnaldo Rodriguez answered.

Rico Saldivar representing Mainstream Medicinal Club spoke about equity licenses.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, COUNCIL WAIVED THE FULL READING OF THE ORDINANCES AND ITEM C-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

ORD 976 C.S. AN ORDINANCE OF THE CITY OF MADERA AMENDING SECTIONS 10-3.802, 10- 3.902, 10-3.1002, AND 10-3.11.503 OF THE MADERA MUNICIPAL CODE RELATING TO AUTHORIZING COMMERCIAL CANNABIS ACTIVITIES IN CERTAIN ZONE DISTRICTS OF THE CITY

ORD 977 C.S. AN ORDINANCE OF THE CITY OF MADERA, CALIFORNIA ADDING CHAPTER 5 TO TITLE VI RELATING TO CANNABIS BUSINESSES; REPEALING CHAPTER 15, MEDICAL MARIJUANA AND CULTIVATION, OF TITLE IV, PUBLIC WELFARE; AND ADDING SUBSECTION 95 TO CHAPTER 1, BUSINESS LICENSE, OF TITLE VI, BUSINESS, PROFESSIONS, AND TRADES OF THE MADERA MUNICIPAL CODE

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

D-1 Memorandums of Understanding with the Madera Police Officers' Association (MPOA) and Law Enforcement Mid Management (LEMM)

Recommendation: Adopt a Minute Order Approving

- 1) Approving the MOU between the City of Madera and the MPOA effective July 1, 2021 through June 30, 2025;
- 2) Approving the MOU between the City of Madera and LEMM effective July 1, 2021 through June 30, 2025; and
- 3) Authorizing the City Manager to sign the MOU's; and
- 4) Authorizing the Director of Financial Services to Designate and Classify Reserves from the General Fund Unassigned Fund Balance into the Assigned Classification for the Portion of the Health Insurance Increase and the One-time Annual Employee Payouts Related to the Four-year MOU's (Report by Wendy Silva)

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

NO: 1 - COUNCILMEMBER RODRIGUEZ

D-2 Lease Agreement with Pistoresi Ambulance Paramedics for Space at Fire Station 57

Recommendation: Adopt a Resolution Approving a Six-Month Lease Agreement with Pistoresi Ambulance Paramedics beginning on June 16, 2021, in the amount of \$2,040 per month (Report by Matt Watson)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-2 WITH THE AMOUNT AMENDED TO \$1,020 WAS APPROVED BY A 4/2 VOTE. NOES: MAYOR PRO TEM VILLEGAS AND MAYOR GARCIA. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 4 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS**

**NO: 2 - MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

RES 21-80 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SIX-MONTH LEASE AGREEMENT WITH PISTORES! AMBULANCE PARAMEDICS FOR SPACE AT THE CITY OF MADERA FIRE STATION 57

D-3 Consideration of Demographer Consulting Services for the 2020 Census Redistricting Process

Recommendation: Adopt a Resolution Approving an Agreement with Best Best & Krieger LLP (BB&K) to perform consulting services for the 2020 Census Redistricting Process and Approving Amendment to the General Fund Fiscal Year 2020/2021 Budget for a Line Item Increase of \$50,000 within the Contract for Legal Services Account (Report by Alicia Gonzales)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 21-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING CONTRACT WITH BEST BEST & KRIEGER LLP TO ASSIST WITH 2020 CENSUS REDISTRICTING PROCESS

E. ADMINISTRATIVE REPORTS:

E-1 Fiscal Year Budget 2021/2022 Presentation and Workshop

Recommendation: Presentation for Fiscal Year Budget 2021/2022, Council Review, Discuss and Provide Direction to Staff (Report by Roger Sanchez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Gallegos thanked the City Clerk Department for keeping the minutes up to date. A notice came out that there are proposed regulations for the fees for the Madera District Fair(grounds) to be increase three times the amount. Staff will be working on that to let the State and State Fire Marshal know that is not in the best interest of the City. She will keep Council advised. Councilmember Gallegos also stated that she is happy to return to in-person meetings starting on July 7, 2021.

Councilmember Rodriguez had nothing to report.

Councilmember Montes attended the ribbon cutting at the Madera Rescue Mission He thanked everyone involved in this project and for providing the service of housing the homeless and families. The Rescue Mission staff cooked dinner for those in attendance..

Councilmember Evans thanked staff and everyone who attended Coffee with the Councilwoman. She thanked staff for helping, distributing, and producing everything for the Juneteenth celebration. They changed the time from 3:00 p.m. to 9:00 a.m. as it would be too hot at 3:00 p.m. She invited everyone to attend.

Mayor Pro Tem Villegas had nothing to report.

Mayor Garcia had nothing to report.

G. CLOSED SESSION:

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

Agency Designated Representatives:

Arnoldo Rodriguez, Wendy Silva, and Che Johnson

Employee Organizations:

General Bargaining Unit/Madera Affiliated City Employees Association

Mid-Management Employee Group

Madera Police Officers' Association

Law Enforcement Mid Management

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 9:28 p.m.

Council returned from closed session at 9:53 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

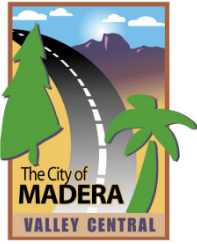
City Attorney Hilda Cantu Montoy stated there was no reportable action.

ADJOURNMENT: The meeting was adjourned at 9:53 p.m. Next regular meeting on July 7, 2021.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Foretiere

Department Director

Aurdo Rodriguez

City Manager

Council Meeting of: February 16, 2022

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for January 22, 2022 to February 4, 2022.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of January 22, 2022 to February 4, 2022 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	31829 – 31968	\$1,617,626.48

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$599,145.44
<i>SDI</i>	EDD	\$2,675.92
<i>CalPERS Payment</i>	CalPERS	\$248,428.03

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2021/2022 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2021/2022 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
February 16, 2022

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31829	01/24/2022	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 12/21	\$ 5,362.65
31830	01/24/2022	FINANCE	FINANCE	ACRO SERVICE CORPORATION	TEMP SERVICES - FINANCIAL SERVICES MANAGER	\$ 2,390.00
31831	01/24/2022	ENGINEERING	RSTP - FED EX	GHD INC.	4TH/LAKE/CENTRAL INTERSECTION IMPROVEMENTS	\$ 1,757.50
31832	01/24/2022	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	ADULT COED SOFTBALL T-SHIRTS	\$ 340.99
31832	01/24/2022	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	YOUTH BASKETBALL JERSEYS	\$ 1,819.68
31833	01/24/2022	CITY ADMIN	CITY ATTORNEY	MONTROY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	\$ 38,586.00
31834	01/24/2022	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	NOVEMBER 2021 TRANSIT OPERATOR	\$ 85,149.44
31834	01/24/2022	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	NOVEMBER 2021 TRANSIT OPERATOR	\$ 35,492.11
31835	01/24/2022	PD OPS	PD OPS	COULTER VENTURES LLC	EXERCISE EQUIPMENT FOR PD	\$ 6,712.94
31836	01/24/2022	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 812.50
31836	01/24/2022	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 747.50
31836	01/24/2022	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 715.00
31836	01/24/2022	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 975.00
31837	01/24/2022	GRANTS	CALTRANS - TRANSIT	WSP USA INC.	MADERA TRANSIT PLAN CONSULTANT	\$ 3,953.05
31838	01/24/2022	HR/RISK MGT	ENGINEERING	SIJ HOLDINGS LLC	RECRUITMENT ADS	\$ 872.20
31838	01/24/2022	HR/RISK MGT	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	\$ 848.70
31838	01/24/2022	HR/RISK MGT	PD OPS	SIJ HOLDINGS LLC	RECRUITMENT ADS	\$ 436.10
31839	01/24/2022	FINANCE	GENERAL TRUST	CA ENVIRONMENTAL PROTECTION AGENCY	4761-21 ASSET FORFEITURE (MPD 20M-02085)	\$ 43.32
31840	01/24/2022	FLEET MAINT	FLEET MAINT	ALTEC INDUSTRIES INC	ANNUAL INSPECTION	\$ 907.43
31841	01/24/2022	ENGINEERING	ENGINEERING	SAY NICOLE	REIMBURSEMENT - CA NOTARY PUBLIC	\$ 263.95
31842	01/24/2022	FINANCE	COMM & REC	AT&T	12/21 CALNET 3 SERVICE 9391026396	\$ 237.84
31842	01/24/2022	FINANCE	SR CITIZEN COMM	AT&T	12/21 CALNET 3 SERVICE 9391026398	\$ 22.50
31842	01/24/2022	FINANCE	SR CITIZEN COMM	AT&T	12/21 CALNET 3 SERVICE 9391026403	\$ 25.43
31842	01/24/2022	FINANCE	PD OPS	AT&T	12/21 CALNET 3 SERVICE 9391026401	\$ 22.50
31842	01/24/2022	FINANCE	PD OPS	AT&T	12/21 CALNET 3 SERVICE 9391059143	\$ 1,096.86
31843	01/24/2022	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL 02/22	\$ 207.00
31844	01/24/2022	HR/RISK MGT	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL 02/22	\$ 160.20
31845	01/24/2022	PARKS	SPORTS PROGRAMS	BSN SPORTS	SPORTS EQUIPMENT	\$ 395.93
31846	01/24/2022	PD OPS	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - CAL CHIEFS TRAINING SYMPOSIUM	\$ 327.75
31847	01/24/2022	FINANCE	FINANCE	DEMSEY, FILLIGER & ASSOCIATES, LLC	GASB 75 OPEB ACTUARIAL REPORT FOR FY 20/21	\$ 4,250.00
31848	01/24/2022	GRANTS	COMM & REC	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 169.48
31849	01/24/2022	CITY ADMIN	PD OPS	LAWSON, DINO	PER DIEM - CAL CHIEFS TRAINING SYMPOSIUM	\$ 327.75
31850	01/24/2022	PD OPS	PD OPS	ESTEVEES, BRIAN	PER DIEM - CAL CHIEFS TRAINING SYMPOSIUM	\$ 327.75
31851	01/24/2022	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 01/01/22-01/15/22	\$ 12,460.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31852	01/24/2022	FLEET	FLEET ACQUIS	FOLSOM LAKE FORD	THREE (3) NEW 2022 FORD INTERCEPTOR UTIL VEHICLES	\$ 123,402.18
31853	01/24/2022	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	12/21 POWER SWEEPING	\$ 313.00
31853	01/24/2022	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	12/21 POWER SWEEPING	\$ 313.00
31854	01/24/2022	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	PROFESSIONAL SERVICES	\$ 15,903.69
31855	01/24/2022	FINANCE	GENERAL TRUST	MADERA COUNTY	4761-21 ASSET FORFEITURE (MPD 21M-06232)	\$ 1,039.77
31856	01/24/2022	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	4761-21 ASSET FORFEITURE (MPD 21M-06232)	\$ 616.24
31857	01/24/2022	CITY ADMIN	COMM PROMO	MADERA COUNTY E D C	COMM PRO FUNDING OUTSIDE AGENCIES	\$ 45,437.45
31857	01/24/2022	GRANTS	REVOLVING LOAN	MADERA COUNTY E D C	21/22 Q1 RLF PROGRAM ADMIN	\$ 1,025.95
31858	01/24/2022	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	4761-21 ASSET FORFEITURE (MPD 21M-06232)	\$ 2,816.05
31859	01/24/2022	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - DEC 2022	\$ 6.66
31859	01/24/2022	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - DEC 2022	\$ 28.37
31859	01/24/2022	FLEET MAINT	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - DEC 2022	\$ 4.79
31859	01/24/2022	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - DEC 2022	\$ 123.99
31859	01/24/2022	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - DEC 2022	\$ 46.67
31860	01/24/2022	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 01/22	\$ 376,844.99
31861	01/24/2022	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 147.95
31861	01/24/2022	FINANCE	AQUATICS PROGRM	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 1,595.10
31861	01/24/2022	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 191.72
31861	01/24/2022	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 1,683.87
31861	01/24/2022	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 1,093.54
31861	01/24/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9787342989-4	\$ 102.51
31861	01/24/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/21 SERVICE 1598348280-1	\$ 69.55
31861	01/24/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/21 SERVICE 5225647713-5	\$ 14.79
31861	01/24/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/21 SERVICE 5207933925-6	\$ 69.24
31861	01/24/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 1,217.44
31861	01/24/2022	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 314.05
31861	01/24/2022	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 172.72
31861	01/24/2022	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/21 SERVICE 8675479583-8	\$ 43.16
31861	01/24/2022	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 536.72
31861	01/24/2022	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 34.64
31861	01/24/2022	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 686.83
31861	01/24/2022	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 352.86
31861	01/24/2022	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 8.12
31861	01/24/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 10,549.65
31861	01/24/2022	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	12/21 SERVICE 0443905948-8	\$ 9.53
31861	01/24/2022	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 11.09
31861	01/24/2022	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 10.51

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31861	01/24/2022	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 21.02
31861	01/24/2022	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	12/21 SERVICE 6948316261-1	\$ 44.53
31861	01/24/2022	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	12/21 SERVICE 9920095153-3	\$ 1,767.40
31863	01/24/2022	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	\$ 16,664.90
31864	01/24/2022	PLANNING	PLANNING	QUAD-KNOPF ENGINEERING	QK PLANNING SERVICES	\$ 2,657.00
31865	01/24/2022	PLANNING	PLANNING	RINCON CONSULTANTS, INC.	CONSULTING SERVICES	\$ 681.00
31866	01/24/2022	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 11,979.28
31867	01/24/2022	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,978.94
31867	01/24/2022	PURCHASING	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 2,924.04
31867	01/24/2022	PURCHASING	CDBG PUBLIC IMP	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 633.55
31867	01/24/2022	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 100.03
31867	01/24/2022	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 295.30
31867	01/24/2022	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 857.96
31867	01/24/2022	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 974.65
31867	01/24/2022	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 532.61
31867	01/24/2022	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,457.07
31867	01/24/2022	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 4,905.14
31867	01/24/2022	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,535.39
31867	01/24/2022	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 5,397.47
31867	01/24/2022	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,356.99
31867	01/24/2022	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 3,989.26
31867	01/24/2022	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 14,569.63
31867	01/24/2022	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 20,276.65
31867	01/24/2022	PURCHASING	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,179.83
31867	01/24/2022	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 176.56
31867	01/24/2022	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 2,081.38
31867	01/24/2022	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 220.00
31867	01/24/2022	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,237.00
31867	01/24/2022	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 8,360.68
31867	01/24/2022	PURCHASING	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 175.60
31867	01/24/2022	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 848.96
31867	01/24/2022	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 10,326.90
31867	01/24/2022	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 80.00
31867	01/24/2022	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 304.26
31867	01/24/2022	PURCHASING	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 93.58
31867	01/24/2022	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 408.60
31867	01/24/2022	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,739.08

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31867	01/24/2022	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 942.47
31867	01/24/2022	PURCHASING	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 48.64
31867	01/24/2022	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 7,518.28
31867	01/24/2022	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 2,375.78
31867	01/24/2022	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 12,818.24
31867	01/24/2022	PURCHASING	FLEET ACQUIS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 1,713.88
31867	01/24/2022	PURCHASING	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 146.67
31867	01/24/2022	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 418.53
31867	01/24/2022	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 11,016.10
31867	01/24/2022	PURCHASING	SB1-STATE OF GOOD	US BANK CORPORATE PAYMENT SYSTEMS	12/21 CAL-CARD CHARGES	\$ 107.12
31868	01/24/2022	PARKS	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING	\$ 52,250.00
31869	01/24/2022	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 3,635.00
31870	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 26 DEPOSIT REFUND	\$ 1,700.00
31871	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 10 DEPOSIT REFUND	\$ 1,700.00
31872	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 5 DEPOSIT REFUND	\$ 1,700.00
31873	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 4 DEPOSIT REFUND	\$ 1,700.00
31874	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 4 DEPOSIT REFUND	\$ 1,700.00
31875	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 38 DEPOSIT REFUND	\$ 1,700.00
31876	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 3 DEPOSIT REFUND	\$ 1,700.00
31877	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 7 DEPOSIT REFUND	\$ 1,700.00
31878	01/24/2022	FINANCE	WATER FUND	AR REFUNDS	METER 13 & 14 DEPOSIT REFUND	\$ 3,400.00
31879	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 313 VINEYARD	\$ 85.41
31880	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 2600 RIVERVIEW	\$ 38.62
31881	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1101 LEMON TREE	\$ 171.06
31882	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 435 STINSON	\$ 76.27
31883	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 508 HEATHERWOOD	\$ 27.57
31884	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 161 SOLANO	\$ 47.12
31885	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1508 N D	\$ 207.64
31886	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 828 CUTTING	\$ 43.29
31887	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 409 S L	\$ 100.70
31888	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 246 SOLANO	\$ 172.74
31889	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896738	\$ 323.24
31890	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896647	\$ 1,566.81
31891	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896648	\$ 1,172.52
31892	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896649	\$ 1,172.52
31893	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896652	\$ 1,172.52
31894	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UBTERMINATION REFUND 9896030	\$ 1,531.65

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31895	01/24/2022	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UBTERMINATIO 9896034	\$ 4,097.75
31896	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UBTERMINATION REF 9896271	\$ 720.91
31897	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UBTERMINATION REFUN 9896272	\$ 2,228.62
31898	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896650	\$ 1,172.52
31899	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896651	\$ 1,172.52
31900	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896671	\$ 1,818.07
31901	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 9896672	\$ 1,253.72
31902	01/24/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REF9896808	\$ 852.65
31903	01/25/2022	PD OPS	PD OPS	ARNOLD, JOSIAH	PER DIEM - CAL CHIEFS TRAINING	\$ 327.75
31904	01/25/2022	PW ADMIN	WATER QUALITY	STATE WATER RESOURCES CONTROL BOARD	CERT RENEWAL - T2 RENE LARA	\$ 160.00
31904	01/25/2022	PW ADMIN	WATER QUALITY	STATE WATER RESOURCES CONTROL BOARD	CERT RENEWAL - D2 RENE LARA	\$ 60.00
31905	01/31/2022	FINANCE	FINANCE	ACRO SERVICE CORPORATION	TEMP SERVICES - FINANCIAL SERVICES MANAGER	\$ 1,912.00
31906	01/31/2022	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	\$ 90.54
31907	01/31/2022	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,105.34
31908	01/31/2022	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	01/22 MONTHLY DUES	\$ 550.00
31909	01/31/2022	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	YOUTH BASKETBALL COACH POLOS	\$ 331.25
31909	01/31/2022	PARKS ADMIN	SPORTS PROGRAMS	J & D MANUFACTURING	TINY TIKES BASKETBALL SHIRTS	\$ 172.66
31910	01/31/2022	CITY ADMIN	CITY ATTORNEY	MONTROY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	\$ 3,724.42
31911	01/31/2022	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	12/21 TRANSIT OPERATOR	\$ 79,476.41
31911	01/31/2022	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	12/21 TRANSIT OPERATOR	\$ 38,376.51
31912	01/31/2022	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 997.59
31913	01/31/2022	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO CITY ATTORNEY	\$ 7.89
31913	01/31/2022	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.77
31913	01/31/2022	ENGINEERING	LTF - STREETS	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.77
31913	01/31/2022	ENGINEERING	WATER CAPITAL	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 14.36
31913	01/31/2022	ENGINEERING	WATER CAPITAL	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 7.59
31914	01/31/2022	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 2,867.62
31915	01/31/2022	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	01/22 MEDIAN MAINTENANCE-GROUP #1	\$ 455.00
31915	01/31/2022	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	01/22 MEDIAN MAINTENANCE-GROUP #2	\$ 5,070.00
31915	01/31/2022	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	01/22 MEDIAN MAINTENANCE-GROUP #3	\$ 11,215.00
31916	01/31/2022	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 87.18
31916	01/31/2022	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 176.53
31916	01/31/2022	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 116.76
31916	01/31/2022	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 367.92
31916	01/31/2022	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 721.08
31916	01/31/2022	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 193.77
31916	01/31/2022	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 183.07

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31916	01/31/2022	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 596.34
31916	01/31/2022	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 2,232.53
31916	01/31/2022	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 1,788.50
31916	01/31/2022	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 941.94
31916	01/31/2022	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 1,434.47
31916	01/31/2022	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 2,049.82
31916	01/31/2022	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 1,795.05
31916	01/31/2022	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 1,003.98
31916	01/31/2022	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 274.13
31916	01/31/2022	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 140.78
31916	01/31/2022	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 01/01/22-01/15/22	\$ 6,030.08
31917	01/31/2022	PW ADMIN	AIRPORT OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 55.22
31917	01/31/2022	PW ADMIN	DRAINAGE	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 165.66
31917	01/31/2022	PW ADMIN	FLEET MAINT	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 82.83
31917	01/31/2022	PW ADMIN	SEWER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 82.86
31917	01/31/2022	PW ADMIN	WATER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 165.66
31917	01/31/2022	PW ADMIN	WWTP	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	\$ 82.83
31918	01/31/2022	ENGINEERING	ENGINEERING	SAY NICOLE	REIMBURSEMENT - COUNTY RECORDER	\$ 37.50
31919	01/31/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 551.00
31919	01/31/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	QUARTERLY SAMPLING	\$ 33.00
31920	01/31/2022	FINANCE	AIRPORT OPS	AT&T	12/21 SERVICE 831-000-6408-576	\$ 589.42
31920	01/31/2022	FINANCE	BUILDING	AT&T	12/21 SERVICE 831-000-6408-576	\$ 119.94
31920	01/31/2022	FINANCE	CITY ATTORNEY	AT&T	12/21 SERVICE 831-000-6408-576	\$ 39.07
31920	01/31/2022	FINANCE	CITY CLERK	AT&T	12/21 SERVICE 831-000-6408-576	\$ 32.90
31920	01/31/2022	FINANCE	CODE ENF	AT&T	12/21 SERVICE 831-000-6408-576	\$ 657.28
31920	01/31/2022	FINANCE	COMM & REC	AT&T	12/21 SERVICE 831-000-6408-576	\$ 1,836.12
31920	01/31/2022	FINANCE	COMPUTER MAINT	AT&T	12/21 SERVICE 831-000-6408-576	\$ 124.05
31920	01/31/2022	FINANCE	ENGINEERING	AT&T	12/21 SERVICE 831-000-6408-576	\$ 275.52
31920	01/31/2022	FINANCE	FINANCE	AT&T	12/21 SERVICE 831-000-6408-576	\$ 93.90
31920	01/31/2022	FINANCE	FIRE	AT&T	12/21 SERVICE 831-000-6408-576	\$ 1,179.53
31920	01/31/2022	FINANCE	GRANT OVERSIGHT	AT&T	12/21 SERVICE 831-000-6408-576	\$ 115.14
31920	01/31/2022	FINANCE	HR/RISK MGT	AT&T	12/21 SERVICE 831-000-6408-576	\$ 78.13
31920	01/31/2022	FINANCE	PLANNING	AT&T	12/21 SERVICE 831-000-6408-576	\$ 100.75
31920	01/31/2022	FINANCE	UB - GARBAGE	AT&T	12/21 SERVICE 831-000-6408-576	\$ 228.91
31920	01/31/2022	FINANCE	UB - SEWER	AT&T	12/21 SERVICE 831-000-6408-576	\$ 228.92
31920	01/31/2022	FINANCE	UB - WATER	AT&T	12/21 SERVICE 831-000-6408-576	\$ 457.83
31920	01/31/2022	FINANCE	CITY MANAGER	AT&T	12/21 SERVICE 831-000-6408-576	\$ 39.07

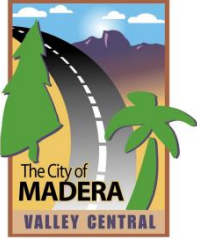
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31920	01/31/2022	FINANCE	PD OPS	AT&T	12/21 SERVICE 831-000-6408-576	\$ 657.28
31921	01/31/2022	FINANCE	MEAS K - FIRE	AT&T	01/22 CALNET 3 SERVICE 9391068734	\$ 45.82
31921	01/31/2022	FINANCE	SEWER OPS	AT&T	01/22 CALNET 3 SERVICE 9391031570	\$ 210.49
31921	01/31/2022	FINANCE	PD OPS	AT&T	01/22 CALNET 3 SERVICE 9391020514	\$ 166.16
31922	01/31/2022	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 26.50
31922	01/31/2022	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 6.09
31922	01/31/2022	PURCHASING	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 0.68
31922	01/31/2022	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 91.71
31922	01/31/2022	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 84.25
31922	01/31/2022	PURCHASING	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 11.24
31922	01/31/2022	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 474.49
31922	01/31/2022	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 228.66
31922	01/31/2022	PURCHASING	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 28.82
31922	01/31/2022	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 110.02
31922	01/31/2022	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 421.67
31922	01/31/2022	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 156.56
31922	01/31/2022	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 37.89
31922	01/31/2022	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 37.89
31922	01/31/2022	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 61.16
31922	01/31/2022	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 61.16
31922	01/31/2022	PURCHASING	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 206.46
31922	01/31/2022	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 144.25
31922	01/31/2022	PURCHASING	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 122.32
31922	01/31/2022	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 157.42
31922	01/31/2022	PURCHASING	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 131.11
31922	01/31/2022	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 12/21	\$ 161.38
31922	01/31/2022	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 12/21	\$ 693.28
31923	01/31/2022	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 859.22
31924	01/31/2022	FINANCE	PD OPS	COMCAST	01/22 SERVICE 8155500320322006	\$ 92.88
31925	01/31/2022	GRANTS	GRANT OVERSIGHT	FEDERAL EXPRESS	EXPRESS SHIPPING	\$ 160.13
31926	01/31/2022	PW ADMIN	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL LIGHTS	\$ 484.96
31927	01/31/2022	FINANCE	PAYROLL TRUST	M A C E A	01/22 MONTHLY DUES	\$ 1,862.50
31928	01/31/2022	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9393161	\$ 200.00
31928	01/31/2022	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REPLACEMENT REBATE 9892919	\$ 200.00
31928	01/31/2022	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REPLACEMENT REBATE 9899761	\$ 200.00
31928	01/31/2022	FINANCE	AIRPORT OPS	CITY OF MADERA	TRANSFER DEPOSIT TO ACCT 50106	\$ 200.00
31929	01/31/2022	FINANCE	PAYROLL TRUST	M.C.E.A.	01/22 MONTHLY DUES	\$ 310.00

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31930	01/31/2022	FINANCE	PARKING DIST OPS	MADERA CHAMBER OF COMMERCE	MEMBERSHIP DUES 01/22-12/22	\$ 100.00
31930	01/31/2022	FINANCE	SA ADMIN	MADERA CHAMBER OF COMMERCE	MEMBERSHIP DUES 01/22-12/22	\$ 100.00
31931	01/31/2022	PW ADMIN	AIRPORT OPS	MADERA CO. ENVIRONMENTAL HEALTH DEPT	CUPA FEES FACILITY ID: FA0101069	\$ 463.00
31932	01/31/2022	ENGINEERING	ENGINEERING	MADERA COUNTY RECORDERS OFFICE	LMD RECORDING FEES FY 21/22	\$ 67.00
31933	01/31/2022	FINANCE	PAYROLL TRUST	M P O A	01/22 MONTHLY DUES	\$ 6,885.44
31934	01/31/2022	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLIC NOTICE - REDISTRICTING	\$ 1,000.00
31934	01/31/2022	ENGINEERING	ENGINEERING	MADERA TRIBUNE	RECRUIT AD - SENIOR/ASSOC CIVIL ENGINEER	\$ 76.00
31934	01/31/2022	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE - CFD ANNEXATION	\$ 305.50
31935	01/31/2022	ENGINEERING	LTF - STREETS	NATIONAL DATA & SURVEYING SERVICES	TURNING MOVEMENT COUNTS	\$ 1,050.00
31936	01/31/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 8,380.56
31937	01/31/2022	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 1,615.44
31938	01/31/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	11/21 SERVICE 4318089701-9	\$ 15.31
31938	01/31/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/21 SERVICE 4318089701-9	\$ 17.86
31939	01/31/2022	PW ADMIN	WATER OPS	PROVOST & PRITCHARD CONSULTING	PROFESSIONAL ENGINEERING SERVICES	\$ 2,193.30
31940	01/31/2022	HR/RISK MGT	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX 02/22	\$ 56.00
31940	01/31/2022	HR/RISK MGT	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE RX 02/22	\$ 56.00
31941	01/31/2022	ENGINEERING	WATER CAPITAL	ROLFE CONSTRUCTION INC.	FINAL PROGRESS PYMT #2 - 11/21 & 12/21	\$ 99,738.46
31942	01/31/2022	ENGINEERING	PARKS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - 5B20CR00098	\$ 323.00
31943	01/31/2022	PARKS	PARKS	VILLA GARDENING SERVICE INC	01/22 LAWN SERVICE - ACCORNERO PARK	\$ 330.00
31944	01/31/2022	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 23,975.78
31945	01/31/2022	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 64.76
31945	01/31/2022	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 152.85
31945	01/31/2022	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 76.02
31945	01/31/2022	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 50.95
31945	01/31/2022	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 51.42
31945	01/31/2022	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 152.04
31945	01/31/2022	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 2.29
31945	01/31/2022	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 50.95
31945	01/31/2022	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 38.01
31945	01/31/2022	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 0.47
31945	01/31/2022	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 101.90
31945	01/31/2022	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 12.47
31945	01/31/2022	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 23.22
31945	01/31/2022	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 0.47
31945	01/31/2022	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 3.70
31945	01/31/2022	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 142.38
31945	01/31/2022	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 38.01

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31945	01/31/2022	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 131.15
31945	01/31/2022	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 81.60
31945	01/31/2022	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 45.80
31945	01/31/2022	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 12/11/21-01/10/22	\$ 685.98
31946	01/31/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
31947	01/31/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,000.00
31948	01/31/2022	FINANCE	WATER FUND	AR REFUNDS	METER 23 DEPOSIT REFUND	\$ 1,700.00
31948	01/31/2022	FINANCE	WATER UTILITY	AR REFUNDS	METER 23 DEPOSIT REFUND	\$ (219.56)
31949	01/31/2022	FINANCE	AIRPORT OPS	AR REFUNDS	REFUND DEPOSIT FOR HANGER 21	\$ 160.00
31950	01/31/2022	FINANCE	WATER FUND	AR REFUNDS	METER 2 DEPOSIT REFUND	\$ 1,700.00
31950	01/31/2022	FINANCE	WATER UTILITY	AR REFUNDS	METER 2 DEPOSIT REFUND	\$ (166.56)
31951	01/31/2022	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 81.74
31951	01/31/2022	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 1.50
31952	01/31/2022	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 58.59
31952	01/31/2022	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	\$ 1.50
31953	01/31/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	\$ 50.00
31954	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1178 COUNTRY CLUB	\$ 34.52
31955	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 220 PESCARA	\$ 21.71
31956	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 121 S L	\$ 1,402.47
31957	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 125 S L	\$ 411.12
31958	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1637 JOSEPHINE	\$ 6.34
31959	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 982 HARRISON	\$ 146.59
31960	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 2942 OAK	\$ 24.60
31961	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 864 PEAR	\$ 182.91
31962	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 418 WILLIS	\$ 67.73
31963	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 121 WALNUT	\$ 14.65
31964	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1200 S A	\$ 13.51
31965	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1206 TULARE	\$ 350.12
31966	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 418 CLOUD REST	\$ 382.36
31967	01/31/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 2604 HOLIDAY	\$ 56.75
31968	02/02/2022	PW ADMIN	AIRPORT OPS	STREETER, JEFF	RELOCATION PAYMENT; PAYMENT 1 OF 5	\$ 5,000.00
38	01/25/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/25/22	\$ 316.07
39	01/26/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 01/26/22	\$ 132.16
40	01/31/2022	FINANCE	MEAS K - FIRE	BANK OF NEW YORK MELLON	2019 LEASE REVENUE BOND PAYMENT	\$ 219,000.00
41	02/01/2022	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 02/01/22	\$ 308.85

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 1,617,626.48



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
 Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
 Arnaldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met February 8, 2022, and approved eligibility lists for the following classifications:

- Police Officer Trainee
- Police Officer II
- Public Safety Dispatcher
- Senior Planner
- Program Manager - Grants

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

Table 1: New Hires and Re-hires				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Patricia Carreon	Parking Enforcement Officer	Police	PT	1/15/22
Fredy Ruiz	Public Works Maintenance Worker I	Public Works – Streets Division	PT	1/18/22

Table 1: New Hires and Re-hires, continued				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Dominick Delgadillo	Public Works Maintenance Worker I	Public Works – Streets Division	PT	1/18/22
Gabriel Bostan	Wastewater Treatment Plant Manager	Public Works	FT	1/31/22
Allison O’Neal	Public Safety Dispatcher	Police	FT	2/9/22

*Status: PT = Part Time, FT = Full Time

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

Table 2: Promotions, Transfers, or Assignment Changes			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Peter Gallegos	Wastewater Treatment Plant Lead Operator	Out-of-Class Assignment: Wastewater Treatment Plant Manager	12/4/21
Peter Gallegos	Out-of-Class Assignment: Wastewater Treatment Plant Manager	Wastewater Treatment Plant Lead Operator	12/31/21
John Luthey	Wastewater Treatment Plant Lead Operator	Out-of-Class Assignment: Wastewater Treatment Plant Manager	1/1/22
John Luthey	Out-of-Class Assignment: Wastewater Treatment Plant Manager	Wastewater Treatment Plant Lead Operator	1/29/22

The following employees separated from employment since our last report.

Table 3: Separations				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Michael Fisher	Park Aide	Parks & Community Services	PT	1/8/22
Angelica Rivera	Police Officer Trainee	Police	FT	1/11/22
Christian Gomez	Police Officer II	Police	FT	1/16/22
Joanna Corona	Public Safety Dispatcher	Police	FT	1/18/22

Table 3: Separations, continued

<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Michelle Avalos	Grants Specialist	Finance – Grants Division	FT	1/21/22
Ellen Perry	Construction Inspector II	Engineering	FT	1/31/22
Patricia James	Administrative Assistant	Engineering	PT	2/3/22
Jennifer Schneider	Recreation/Community Programs Coordinator	Parks & Community Services	FT	2/5/22

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

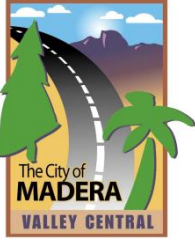
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: B-4

SUBJECT:

Claims Settlement Authority Delegated to the City Manager

RECOMMENDATION:

Waive full reading and adopt an Ordinance of the City of Madera Amending Section 1-6.18 of Title I Chapter 6 of the Madera Municipal Code relating to City Manager Authority on Claims Against the City

SUMMARY:

The Municipal Code currently delegates claim settlement authority to the City Manager for amounts up to ten thousand dollars (\$10,000). The proposed ordinance would increase the authority of the City Manager to all claims up to thirty-five thousand dollars (\$35,000).

The City Council took action to introduce the proposed ordinance at its February 2, 2022, meeting. Following that introduction, a summary of the ordinance was published in the *Madera Tribune* on Saturday, February 5, 2022. The requested action is to adopt the ordinance amending the Municipal Code as described in this report.

DISCUSSION:

During the normal course of business, the City of Madera experiences claims for damages or injuries filed:

- Under the Tort Claims Act
- Through litigation not covered by the Tort Claims Act
- Under the Workers' Compensation System

In addition, the City files claims against insurance companies or individuals for damage or injuries incurred to City property or employees caused by an outside party.

Currently, the Municipal Code delegates authority for these claims to the City Manager to:

- Determine timeliness and sufficiency of claims filed under the Tort Claims Act
- Reject claims for all claim types
- Settle any claim that is valued at \$10,000 or less, in consultation with the City Attorney

In order to increase operational efficiencies, it is recommended that the settlement authority amount delegated to the City Manager be increased from ten thousand dollars (\$10,000) to thirty-five thousand dollars (\$35,000).

There are no statutory limitations on authority that can be granted for settlement of litigation not covered by the Tort Claims Act or worker's compensation claims, however it should be noted that Government Code §935.4 provides that delegation of authority to an employee of a General Law City shall not exceed fifty thousand dollars (\$50,000). The recommended authority limit is within the Government Code requirements.

The ordinance to effectuate the proposed change is provided as Attachment 1 to this report. Changes from current language are noted below, with deletions identified through strike-out text and additions provided in brackets.

§ 1.6.18 City Manager Authority on Claims.

Pursuant to Government Code Section 935.4, the City Council delegates authority to the City Manager to review all claims for sufficiency and to reject any and all claims. The City Council delegates to the City Manager authority to allow, compromise, or settle claims, including workers' compensation claims, for an amount up to ~~ten~~ [thirty-five] thousand dollars (~~\$10,000.00~~ [35,000]) subject to consultation with the City Attorney. The City Council shall have sole authority to allow, compromise, or settle claims for an amount in excess of ~~ten~~ [thirty-five] thousand dollars (~~\$10,000.00~~ [35,000]).

The City Council took action to introduce the proposed ordinance at its February 2, 2022, meeting. Following that introduction, the proposed ordinance was published on the City's website and a summary of the ordinance was published in the *Madera Tribune* on Saturday, February 5, 2022, with the website address for the published document provided. The requested action is to adopt the ordinance amending the Municipal Code as described in this report.

FINANCIAL IMPACT:

There is no anticipated financial impact from this modification.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council could direct staff to modify the settlement authority amount up or down, not to exceed the statutory limit of fifty thousand dollars (\$50,000).

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 1-6.18 OF TITLE I CHAPTER 6 OF THE MADERA MUNICIPAL CODE RELATING TO CITY MANAGER AUTHORITY ON CLAIMS AGAINST CITY

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 1-6.18 of the Madera Municipal Code is amended to read as follows:

§ 1-6.18 City Manager Authority on Claims.

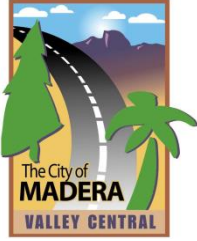
Pursuant to Government Code Section 935.4, the City Council delegates authority to the City Manager to review all claims for sufficiency and to reject any and all claims. The City Council delegates to the City Manager authority to allow, compromise, or settle claims, including workers' compensation claims, for an amount up to thirty-five thousand dollars (\$35,000) subject to consultation with the City Attorney. The City Council shall have sole authority to allow, compromise, or settle claims for an amount in excess of thirty-five thousand dollars (\$35,000).

Any reference to "City Council" in this Chapter shall apply to claims authority of City Manager under this section.

SECTION 2. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

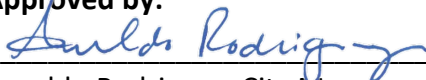
SECTION 3. PUBLICATION. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its passage.



REPORT TO CITY COUNCIL

Approved by:



Arnaldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: B-5

SUBJECT:

State Ballot Measure 21-0042A1, the Taxpayer Protection and Government Accountability Act

RECOMMENDATION:

Adopt the Resolution Establishing the City's Opposition to State Ballot Measure 21-0042A1, Taxpayer Protection and Government Accountability Act

SUMMARY:

Per the League of California Cities (CalCities), The Taxpayer and Government Accountability Act creates harmful barriers for local governments and voters who should have a voice. Essentially the measure would establish new and stricter rules for raising taxes and fees, limit the authority of voters, and weaken the ability of government to hold violators of state and local laws accountable.

In addition to the aforementioned consequences, this measure has the potential to significantly reduce revenue for local governments; thus, impacting essential services such as refuse collection and police. The Resolution before Council would signify the City's position

DISCUSSION:

CalCities monitors policies coming from Sacramento and Washington on behalf of local municipalities. CalCities frequently publishes alerts when policy, legal decisions, or initiatives will greatly impact local government, positively or negatively. Recently, CalCities informed local governments of an initiative that is making headway through the ballot measure process.

In 2018, a ballot measure titled, "Tax Fairness, Transparency and Accountability Act" was circulated to qualify for the November 2018 ballot; however, the measure's proponents withdrew the initiative due to immense pushback from advocacy networks. This new initiative represents a similar, but more detrimental, effort to alter the current process of establishing local taxes and the revenues collected by municipalities to operate essential services.

The Taxpayer and Government Accountability Act, or AG# 21-0042A1, creates several consequences for local governments and local voters including, but not limited to the following:

1. Prohibits local advisory measures – inhibiting the voters’ ability to decide how tax dollars should be spent.
2. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, railroads, garbage companies, cable companies, and other corporations pay for the use of local public property.
3. Requires voter approval to expand existing taxes (e.g., utility user tax, use tax, hotel tax) to new territory (e.g., annexation) or expanding the base (e.g., new utility service). This would require additional tax measures and may deter annexations and land development in cities.
4. City charters may not be amended to include a tax or fee.
5. New taxes can be imposed only for a specific time period.
6. Taxes adopted after Jan. 1, 2022, that do not comply with the new rules, are void unless reenacted.

The above list is not designed to be exhaustive but rather is a representation of the contents of the measure that may directly impact the City.

FINANCIAL IMPACT:

Staff cannot identify the precise financial impact to the City if this ballot measure were to succeed as the language is still evolving. Additionally, implementation of the language contained in the ballot can be anticipated but not certain until actual enforcement occurs.

However, based on financial evaluations completed by CalCities, it is projected this initiative has the potential to risk \$1.5 billion in tax revenues for all California cities collectively.

It is noted that the City pays \$20,859 per year to be a CalCities member.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Currently staff does not have enough information to determine whether the passage of this ballot measure would impact the Vision Madera 2025 Plan. Staff will provide Council with additional information if the measure shall succeed.

ALTERNATIVES:

Council may choose to not adopt the Resolution opposing the Taxpayer Protection and Government Accountability Act. Conversely, Council may elect to support the ballot measure in question.

Furthermore, Council may table this item and request staff provide additional information before a decision is made.

ATTACHMENTS:

1. Resolution Establishing the City's Opposition to State Ballot Measure 21-0042A1, Taxpayer Protection and Government Accountability Act

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, OPPOSING STATE BALLOT MEASURE 21-0042A1, TAXPAYER
PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT**

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

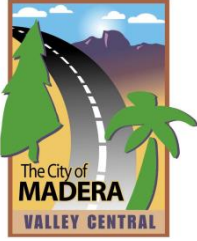
WHEREAS, the measure puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

WHEREAS, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, and utilities.

NOW, THEREFORE, BE IT RESOLVED that the City, opposes Initiative 21-0042A1.

THEREFORE, BE IT FURTHER RESOLVED, that the City of Madera will join the NO on Initiative 21-0042A1 coalition, a growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Anthony R. Forestiere, Interim Director of Finance

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: B-6

SUBJECT:

Second Amendment to Professional Services Agreement with The Pun Group for completion of Fiscal Year (FY) 2020-21 and FY 2021-22 financial audits

RECOMMENDATION:

Adopt a Resolution approving a Second Amendment to the Agreement for Professional Services with the Pun Group to extend the Agreement for completion of the FY 2020-21 and FY 2021-22 financial audits and set the fee for the FY 2021-22 audit services not to exceed \$54,636.

SUMMARY:

In 2019, the City issued RFP 201920-02 for professional auditing services. After evaluation of proposals submitted, a Professional Services Agreement was entered into with The Pun Group to provide audit services for FYs 2018-19, 2019-20, and 2020-21. The original agreement term expired September 4, 2021, with the option to extend the agreement for up to two additional years. The requested action is to extend the agreement for an additional year and confirm the cost of the FY 2022-23 audit services to be performed. Fees for audit services in each year of the initial agreement escalated at 3% per year. The proposed fee for FY 2022-23 is also a 3% increase over the prior year.

DISCUSSION:

The City entered into an agreement with The Pun Group on September 4, 2019, to contract for professional auditing services. The original contract provided for a two (2) year term from September 5, 2019, through September 4, 2021. It should be noted that this was a 24-month period provided to complete three fiscal year audits, providing just over 2 months for completion of the final FY 2020-21 audit. It should also be noted that while the agreement did provide the option to extend the term annually through September 4, 2023, extension of the term was not

tied or referenced in any way to the FY audit process or timelines typically associated with an audit.

The Agreement was amended August 5, 2020, to extend the scope of services to include audit services related to Measure T and TDA Funds, including fees for services, however these services never came to fruition as they were provided by Madera County's auditor.

The Second Amendment to the agreement contemplated herein would extend the term of the Professional Services Agreement to account for a reasonable period of time in which The Pun Group can complete the currently underway FY 2020-21 audit. In addition, allow the Pun Group to finalize the FY 2021-22 audit after the City's FY close on June 30, 2022, and the Housing Authority of the City of Madera's FY close on September 30, 2022. Specifically, the term of the agreement will be extended through completion of the FY 2021-22 financial audit, not to exceed March 31, 2023.

The original agreement set forth the fees associated with completion of the FYs 2018-19, 2019-20, and 2020-21 financial audits. Each year included a three percent (3%) increase in fees for services performed over the prior year. The Pun Group has agreed to maintain the same three percent (3%) escalation in fees consistent with the original agreement, with the total cost of FY 2021-22 audit services not to exceed \$54,636.

Assembly Bill 1345 added section 12410.6.(b) to the Government Code regarding auditor rotation requirements of public accounting firms providing audit services to local agencies. In summary, commencing with the 2013-14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years. The proposed extension will have The Pun Group completing a total of four (4) consecutive fiscal year audits for the City, well within the provisions of the Government Code.

FINANCIAL IMPACT:

The proposed fee for performing the City's audit services for FYE June 30, 2022, is \$54,636, the prior year fee plus three percent (3%). This expenditure will be appropriated in the Finance Department's operating budget. The following is a table of annual audit fees associated with The Pun Group's Professional Services Agreement.

Table 1. Annual Fees for Audit Services	
<i>Fiscal Year</i>	<i>Audit Fee</i>
June 30, 2018 - June 30, 2019	\$50,000
June 30, 2019 - June 30, 2020	\$51,500
June 30, 2020 - June 30, 2021	\$53,045

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this type of agreement is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

Council may direct staff to issue an RFP for a new provider of audit services.

ATTACHMENT:

1. Resolution
 - a. Attachment A: Second Amendment to Agreement for Professional Services with The Pun Group

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING THE SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
SERVICES WITH THE PUN GROUP**

WHEREAS, the City of Madera and The Pun Group entered into an agreement September 4, 2019, to contract for professional auditing services in accordance with the terms of the Request for Proposal for Professional Auditing Services No. 201920-02 (“RFP”); and

WHEREAS, the Parties entered into the First Amendment to the Agreement on August 5, 2020, to extend the scope of the contract to include professional audit services for the Transportation Development Act Funds and the Measure “T” Fund; and

WHEREAS, the Agreement between the City and the Pun Group expired on September 4, 2021, and further work is necessary to complete the June 30, 2021, audit services; and

WHEREAS, the parties wish to amend the Agreement to provide a reasonable period of time within the initial parameters of the RFP and Professional Services Agreement for completion of professional audit services for the fiscal year ending June 30, 2021; and

WHEREAS, the parties also desire to amend the Agreement to provide include professional audit services for the fiscal year ending June 30, 2022, and establish reasonable fees for said services; and

WHEREAS, the parties have prepared a Second Amendment to the Professional Services Agreement to extend the term and establish the fees for performing the June 30, 2022 audit services.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Second Amendment to the Agreement with the Pun Group for Professional Auditing Services, attached hereto as Exhibit A, is approved.
3. The resolution is effective immediately upon adoption.

* * * * *

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment to the Agreement for Professional Auditing Services is made by and between the CITY OF MADERA, a California municipal corporation, (“City”) and The Pun Group (“Service Provider”), both hereinafter collectively referred to as “the Parties.”

RECITALS

- A. City and Service Provider entered into an agreement on September 4, 2019, to contract for professional auditing services in accordance with the terms of the Request for Proposal for Professional Auditing Services No. 201920-02 (“RFP”); and
- B. The Parties entered into the First Amendment to the Agreement on August 5, 2020, to extend the scope of the contract to include professional audit services for the Transportation Development Act Funds and the Measure “T” Fund; and
- C. The original term of the agreement was through September 4, 2021, to provide audit services for the three fiscal years ending June 30, 2019; June 30, 2020; and June 30, 2021; and
- D. The City of Madera fiscal year-end is June 30 of each year and the City of Madera Housing Authority fiscal year-end has been modified to September 30 of each year subsequent the Parties entering into the Agreement for Professional Services; and
- E. The Parties wish to amend the Agreement to extend this Agreement to provide reasonable time for completion of Fiscal Year 2020-21 audit services and to provide for audit services for Fiscal Year 2021-22.

AMENDMENT

In consideration of the mutual covenants herein contained, the City and Service Provider agree that the Agreement for Professional Services shall be amended as follows:

SECTION 1. Section 6 of the Agreement titled “Term of Agreement” is amended by adding the following paragraph at the end of said Section 6:

Effective February 16, 2022, the Parties agree to extend the term of the agreement through the completion of audit services for the fiscal year ending June 30, 2022, not to exceed a final completion date of March 31, 2023.

SECTION 2. The Schedule of Fees set forth in Exhibits A and B to the Professional Services Agreement is amended by adding the following paragraph to the Exhibit under Cost of Services:

The Parties agree that the total all-inclusive maximum price for completion of the Fiscal Year 2021-22 audit and ACFR, inclusive of all services quoted in the response to RFP 201920-02, shall be fifty-four thousand six hundred thirty-six dollars (\$54,636).

SECTION 3. Except as amended by this Second Amendment, all terms and conditions of the Agreement, as amended by the First Amendment thereto, shall continue in full force and effect.

SECTION 4. This Second Amendment to the Agreement for Professional Services shall be effective on February 16, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Professional Services at Madera, California, the day and year first written above.

CITY OF MADERA

A municipal corporation

THE PUN GROUP

By: _____
Santos Garcia, Mayor

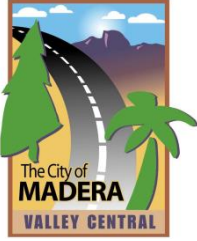
By: _____
Kenneth Pun, The Pun Group

APPROVED AS TO FORM

ATTEST:

By: _____
Hilda Cantu Montoy, City Attorney

By: _____
Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: B-7

SUBJECT:

Amendments to Agreements between the City and MV Public Transportation, Inc.

RECOMMENDATION:

Adopt Resolutions:

1. Approving Amendment No. 2 to Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc. to include required FTA regulatory provisions and rescinding Resolution No. 21-137; and
2. Approving Amendment No. 2 to the Lease Agreement Between the City and MV Public Transportation, Inc. to include required FTA regulatory provisions and rescinding Resolution No. 21-138

SUMMARY:

Commencing on August 9, 2021, the City has been participating in the Federal Transportation Administration (FTA) Triennial Review of the implementation, oversight, and expenditure of Federal Funds for the 2018 –2021 fiscal years. The purpose of the Triennial Review is to evaluate services provided by the City's transit system, policies and procedures, procurement, and vehicle and facility maintenance. As a result of the review, the FTA determined areas requiring minor corrective action.

The Preliminary Findings of the FTA's Triennial Review require corrective action to both the Madera Transit Center Lease Agreement and the Management and Operation Agreement. Amendments to both Agreements were previously approved by Council on October 6, 2021. Subsequently, the Agreements were reviewed by the FTA that informed staff that revisions remain pending to conform to requirements as stipulated in the FTA Circular 5010.1E. Therefore, this item would:

- Rescind the previous resolutions approving the amendments; and
- Replace with the proposed amendments as presented as part of this item

DISCUSSION:

On October 6, 2021, Council approved Resolution No. 21-137 which approved Amendment No. 2 to the Management and Operations (M&O) Agreement regarding the required FTA provision which allows the M&O Agreement to coincide with the Lease Agreement with an expiration date of June 30, 2023. At the same hearing, Council approved Resolution No. 21-138 which was Amendment No. 2 to the Lease Agreement. The latter added needed termination language. After submittal of the Amendments to the Agreements regarding the needed provisions, FTA requested that the City include further language in the amendments.

The pending corrective actions and proposed revisions to the Madera Transit Center Lease Agreement and the Management and Operation agreement are described below.

Preliminary Finding that requires Council Approval: SCC8-7	
<i>Required Provision:</i>	Pending lease agreement must be revised to ensure its subject to and incorporate by reference the terms and conditions of the Grant or Cooperative Agreement as prescribed in FTA Circular 5010.1E, Chapter IV, Section 4I (5)
<i>Corrective Action Required:</i>	Each agreement should reference the award by FAIN (CA-2018-061) that was used to construct/alter the facility and note that it is subject to the Federal Award’s terms and conditions

Response to Finding: SCC8-7	
<i>Corrective Action 1:</i>	Revision to Amendment No. 2 of the Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc. required language was incorporated into cross-reference the lease agreement and FAIN (CA-2018-061)
<i>Corrective Action 2:</i>	Revision to Amendment No. 2 to the Lease Agreement Between the City and MV Public Transportation, Inc. required language was incorporated into section 3.c.i, and section 4.h.i,ii,iii of the Agreement

FINANCIAL IMPACT:

Transit services and personnel time is expended through Local Transportation Funds and other Transit related budgets which are grant funded.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The lease of the MTC supports the Vision Madera 2025 Plan as follows:

- Strategy 121:

- Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 431.1:
 - Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

ALTERNATIVES:

As an alternative, Council may:

1. Direct staff to alter terms of the lease.
2. Request additional information and schedule for a future hearing date.

ATTACHMENTS:

1. Resolution Approving Amendment No. 2 Re Management & Operation and Rescinding Resolution No.21-137
2. Resolution Approving Amendment No. 2 Re Lease and Rescinding Resolution No. 21-138

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING REVISIONS TO AMENDMENT NO. 2 TO THE
AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT
SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC
TRANSPORTATION, INC. AND RESCINDING RESOLUTION NO. 21-137**

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

WHEREAS, the parties entered Amendment No. 1 on July 1, 2021; and

WHEREAS, the Agreement between the City and MVPTI was set to expire June 30, 2022; and

WHEREAS, on October 6, 2021 the City Council approved Amendment No. 2 to include the FTA required provisions and to allow this Agreement and the related Lease Agreement for the Madera Transit Center between the parties to coincide and expire June 30, 2023; and

WHEREAS, FTA has advised City that a further revision is necessary to Amendment No. 2 is needed, therefore requiring a new approval of Amendment No. 2.

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

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 2 to the Agreement for Management and Operations with MV Public Transportation, Inc. which is attached as Exhibit A and incorporated by reference and rescinds Resolution No. 21-137.
3. This resolution is effective immediately upon adoption.

AMENDMENT NO.2 TO AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

This Amendment No. 2 to the Agreement for Management and Operation of Madera Transit Services between the City of Madera (City) and MV Public Transportation, Inc. (Contractor) is entered into effective October 6, 2021.

RECITALS

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

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

WHEREAS, FTA requires that the term of the Agreement coincide with the term of the Lease Agreement between the City and Contractor; and

WHEREAS, the parties mutually agree to the addition of the FTA requirement that the term of this Agreement coincide with the term of the Lease Agreement.

AMENDMENT

SECTION 1. The language in Section 2 of the Agreement and in Section 2 of the First Amendment to Agreement have no further force and effect and shall be replaced with a new Section 2 to read as follows:

2. Term of Agreement

a. The term of this Agreement is extended to June 30, 2023. The purpose of this extension is to comply with the federal required provisions that the term of this Agreement shall coincide with the Madera Transit Center Lease Agreement between the City and MVPT, Inc.

b. Any further extension of this Agreement must also coincide with the term of the Lease Agreement between the City and MVPT, Inc. for the Madera Transit Center.

c. If both parties mutually agree to an extension of the Lease Agreement between the City and MVPT, Inc., thereby triggering a needed extension of the term of this Agreement, Contractor must submit a cost proposal to City for the Management and Operation for consideration by City for an extended term to coincide with the duration of the Lease Agreement.

d. If a default is to occur under the lease agreement with MVPT, Inc. for the Madera Transit Center, this service agreement will be terminated.

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

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

CITY OF MADERA

MV PUBLIC TRANSPORTATION, INC.

By: _____
Santos Garcia, Mayor

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING REVISIONS TO AMENDMENT NO. 2 TO THE
LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC
TRANSPORTATION, INC. AND RESCINDING RESOLUTION NO. 21-138**

WHEREAS, the City of Madera (City) and MV Public Transportation, Inc. (MVPTI) entered an agreement for the Lease of the Madera Transit Center (Lease Agreement) on September 2, 2020; and

WHEREAS, the parties entered Amendment No. 1 on January 20, 2021; and

WHEREAS, on October 6, 2021 the City Council approved Amendment No. 2 to include additional lease provisions required by FTA; and

WHEREAS, FTA has advised City that a further revision is necessary to Amendment No. 2 is needed, therefore, requiring a new approval of Amendment No. 2.

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

4. The above recitals are true and correct.
5. The City Council approves Amendment No. 2 to the Lease Agreement with MV Public Transportation, Inc. which is attached to this Resolution as Exhibit A and rescinds Resolution No. 21-138.
6. This resolution is effective immediately upon adoption.

**AMENDMENT NO.2 TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND MV PUBLIC
TRANSPORTATION, INC. FOR THE MADERA TRANSIT CENTER**

This Amendment No. 2 to Lease Agreement between the City of Madera, a municipal corporation of the State of California (“Lessor”) and MV Public Transportation, Inc. (“Lessee) for the Lease of the Madera Transit Center is entered into effective October 6, 2021.

RECITALS

WHEREAS, the Lessor and Lessee entered into an Agreement for the Lease of the Madera Transit Center (Lease Agreement) on September 2, 2020; and

WHEREAS, the parties entered Amendment No. 1 to the Lease Agreement effective February 1, 2021; and

WHEREAS, both the Lessor and Lessee mutually agree to the addition of termination language to the Lease Agreement.

AMENDMENT

NOW THEREFORE, the Parties agree to enter this Amendment No. 2 to Lease Agreement as follows:

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

3. Term and Termination.

a. The term of this Lease shall commence on September 3, 2020, and shall continue through June 30, 2023. If Lessee wishes to extend the Lease, Lessee shall send a written notice to Lessor 120 days before June 30, 2023, asking that the term be extended for an additional period of time. If Lessor decides to lease the Premises, the parties may negotiate to extend the term of this Lease under terms and conditions mutually acceptable.

b. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Premises, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease with ninety (90) days prior written notice.

c. It is understood and agreed by parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this Lease prior to expiration of the term or renewed or extended term hereof as follows:

i. If a default is to occur under the Agreement for Management and Operation of Madera Transit Services (Service Agreement) between the parties or if a default is to occur under this Lease Agreement with MVPT, Inc. for the Madera Transit Center will be terminated; or

- ii. If the Lessee assigns or sublets the Premises without the prior written consent of Lessor; or
- iii. If the Lessee no longer serves as the Contractor of the Agreement for Management and Operation of Madera Transit Services between the City and MV Public Transportation Inc.

SECTION 2. Section 4 of the Agreement titled “Use of Premises” is amended by adding subsection 4.h to read as follows:

4.h. Leasing FTA Assisted Assets to Others for Transit Service (This asset was constructed with the use of FTA Federal Funds [CA-2018-061 and amendments as appropriate] and is subject to the Federal Awards terms and conditions).

i. The Premises of this Lease Agreement constitutes “federally assisted property.” Therefore, the Premises shall be operated by the Lessee to serve the best interests and welfare of the City, Lessor, and the public. the terms and conditions for operation of service imposed by the City, Lessor, are evidenced in the Service Agreement; and

ii. The Lessee shall maintain the federally assisted property at a high level of cleanliness, safety, and mechanical soundness under maintenance procedures as required by the Lease Agreement; the City, Lessor, and/or FTA shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the federally assisted property; and

SECTION 3. Except as amended by this Amendment No. 2 all terms and conditions of the Lease Agreement and Amendment No. 1 shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as set forth below.

CITY OF MADERA

MV PUBLIC TRANSPORTATION, INC.

By: _____

By: _____

Santos Garcia, Mayor

Print Name: _____

Title: _____

Date: _____

Date: _____

Taxpayer ID Number

APPROVED AS TO FORM:

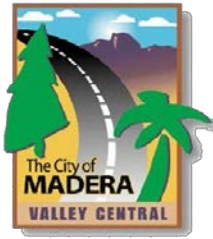
By: _____

Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____

Alicia Gonzales, City Clerk



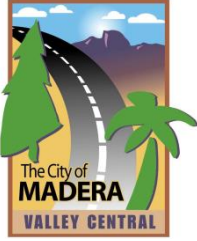
February 16, 2022

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

Public Hearing Relating to Annexation of Certain Properties into Zone of Benefit 40 and Zone of Benefit 51 to the Citywide Landscape and Lighting Assessment Districts (LMD) Zone for Fiscal Year 2022/23

Recommendation: Continue Public Hearing to City Council Meeting of March 2, 2022, at 6:00PM (Report by Keith Helmuth)

There is no written report for this item.




REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: C-2

SUBJECT:

General Plan Amendment and Related Rezoning of property for the development of the Sunset Apartment Project

RECOMMENDATION:

It is recommended that the City Council hold the public hearing and after it is closed take the following actions by separate motion in order presented:

1. Adopt a Resolution Amending the General Plan Land Use Map for Property (Approximately 0.875 Acres) Located at the Northeast Corner of the Intersection of Sunset and Orchard Avenues, Amending the Commercial General Plan Land Use Designation to High Density Residential and Adopting a Negative Declaration (APN: 006-182-007); and
2. Waive full reading and introduce an Ordinance Rezoning the Approximately 0.2 Northern Acres of the Property Located at the Northeast Corner of the Intersection of Sunset and Orchard Avenues (APN: 006-182-007) to Adjust the Boundaries of the R3 (*One unit per 1,800 square feet of site area*) Zone District and Delete the R1 (*One unit per 6,000 square feet of site area*) Zone District.

SUMMARY:

The project proponent is requesting an amendment to the General Plan designation of the property located at the northeast corner of the intersection of Sunset and Orchard Avenues (APN: 006-182-007). The request also includes rezoning of the approximately 0.2 northern acres of the property as part of a project including a Site Plan Review. The General Plan amendment would change the planned land use from the C (Commercial) land use designation to the HD (High Density Residential) land use designation. Concurrently the rezoning would remove the R1 (*One unit per 6,000 square feet of site area*) zone district and replace it with the R3 (*One unit per 1,800*

square feet of site area) zone district, to be consistent with the HD land use designation. Positive action on the requested General Plan amendment and rezoning would enable the development of a 15-unit apartment complex as approved under Site Plan Review (SPR) 2020-01. A resolution approving the General Plan amendment (Attachment 6), and an ordinance implementing the rezone (Attachment 8) have been prepared for Council consistent with the Planning Commission's actions at its November 9, 2021 meeting.

DISCUSSION:

The applicant, Gary Rogers on behalf of Aftab Naz, proposed SPR 2020-01, a 15-unit apartment complex (Sunset Apartments) on approximately 0.875 acres. The proposed project would require GPA 2020-01 in order to change the land use designation of the site from C (Commercial) to HD (High Density Residential). In addition, REZ 2021-01 would change the zone district of the northern one-quarter of the property from R1 to R3 (approximately 0.2 acres), to be consistent with the HD land use designation. The southern three-quarters of the property (approximately 0.7 acres) is currently zoned R3. After review of the proposed project, the site plan is anticipated to be compatible with the surrounding land uses in the area. Conditions, as appropriate, have been approved for the SPR 2020-01 to ensure consistency with the Zoning Ordinance and General Plan and other applicable City plans and policies.

The Planning Commission at its November 9, 2021 meeting recommended approval of the Negative Declaration, General Plan Amendment, and Rezone for the subject development applications. The Planning Commission also approved SPR 2020-01.

General Plan Amendment 2020-01 and Rezone 2021-01

The General Plan currently designates the project site C (Commercial). The Commercial designation provides for a broad range of commercial related activities and business services. The Commercial land use designation was in place to facilitate the use of the property at the time the current General Plan was adopted in 2009, which was the former Madera Athletic Club and later Gold's Gym and Thrive Fitness. However, the existing R3 (*One unit per 1,800 square feet of site area*) zone district, which applies to a majority of the property, and R1 (*One unit per 6,000 square feet of site area*) zone district for the property is not consistent with the existing Commercial land use designation. Due to the inconsistency between the zoning and land use designation, the applicant is requesting an amendment from the C (Commercial) to the HD (High Density Residential) General Plan land use designation. The density requirements for the HD land use designation range between 15.1 and 50 dwelling units per acre (du/ac). As such, the HD land use designation would allow for the approximately 0.875-acre project site to be developed with between 13 and 45 units. As approved, SPR 2020-01 would provide 17.14 du/ac, consistent with the HD land use designation.

The southern three-quarters of the property (approximately 0.7 acres) is currently zoned R3 (*One unit per 1,800 square feet of site area*). The remaining northern one-quarter of the property (approximately 0.2 acres) is zoned R1 (*One unit per 6,000 square feet of site area*). REZ 2021-01

would rezone the northern one-quarter of the project site to R3 for consistency with the rest of the property. The R3 zone district is also consistent with the HD land use designation, proposed under GPA 2020-01. The R3 zone district, which is consistent with the proposed HD land use designation, allows for residential development at a maximum density of one unit for every 1,800 square feet of site area, which would allow up to 21 dwelling units on the property. As approved, SPR 2020-01 would provide one unit for every 2,541 square feet of site area and is consistent with the R3 zone district.

Site Plan Review 2020-01

SPR 2020-01 approves development of a 15-unit apartment complex on the 0.875-acre site. Four units are proposed in the existing structure on-site located at the north end of the property, proposed for renovation. The remaining 11 units would be new construction at the south end of the site. Nine 2-bedroom units and six 3-bedroom units are proposed, resulting in a density of approximately 17 du/ac, which is consistent with the R3 zone district and HD land use designation density allowances. An on-site leasing office is also proposed to collect and manage tenant rents. Upon review, the proposed project would found to be consistent with the requirements of the Zoning Ordinance and General Plan policies, including the provision of infrastructure and compatibility with surrounding uses. The Planning Commission approved SPR 2020-01 at their November 9, 2021 meeting, subject to City Council approval of GPA 2020-01 and REZ 2021-01.

CEQA

The proposed project has been reviewed for compliance with CEQA. The City prepared an initial study and, on that basis, determined that the proposed project will not have significant adverse effects on the environment and that a Negative Declaration could be prepared. The Initial Study/Negative Declaration (IS/ND) was published for a 21-day review and comment period commencing on September 29, 2021. One comment letter was received during the review period, which ended on October 19, 2021. See Attachment 7.

FISCAL IMPACT:

The applicant submitted \$10,967.75 in Planning Department entitlement fees to offset the costs associated with processing this General Plan amendment, rezone, site plan review, and supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of the approved apartment complex, the developer will pay development impact fees toward supporting City infrastructure and services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

A continuation of the City's planned growth for residential land uses, as proposed by SPR 2020-01, and further facilitated by GPA 2020-01 and REZ 2021-01, supports the vision for Well Planned Neighborhoods and Housing. This principle recognizes that the provision of housing opportunities is a key component in the implementation of the City's General Plan and vision for the community.

ALTERNATIVES:

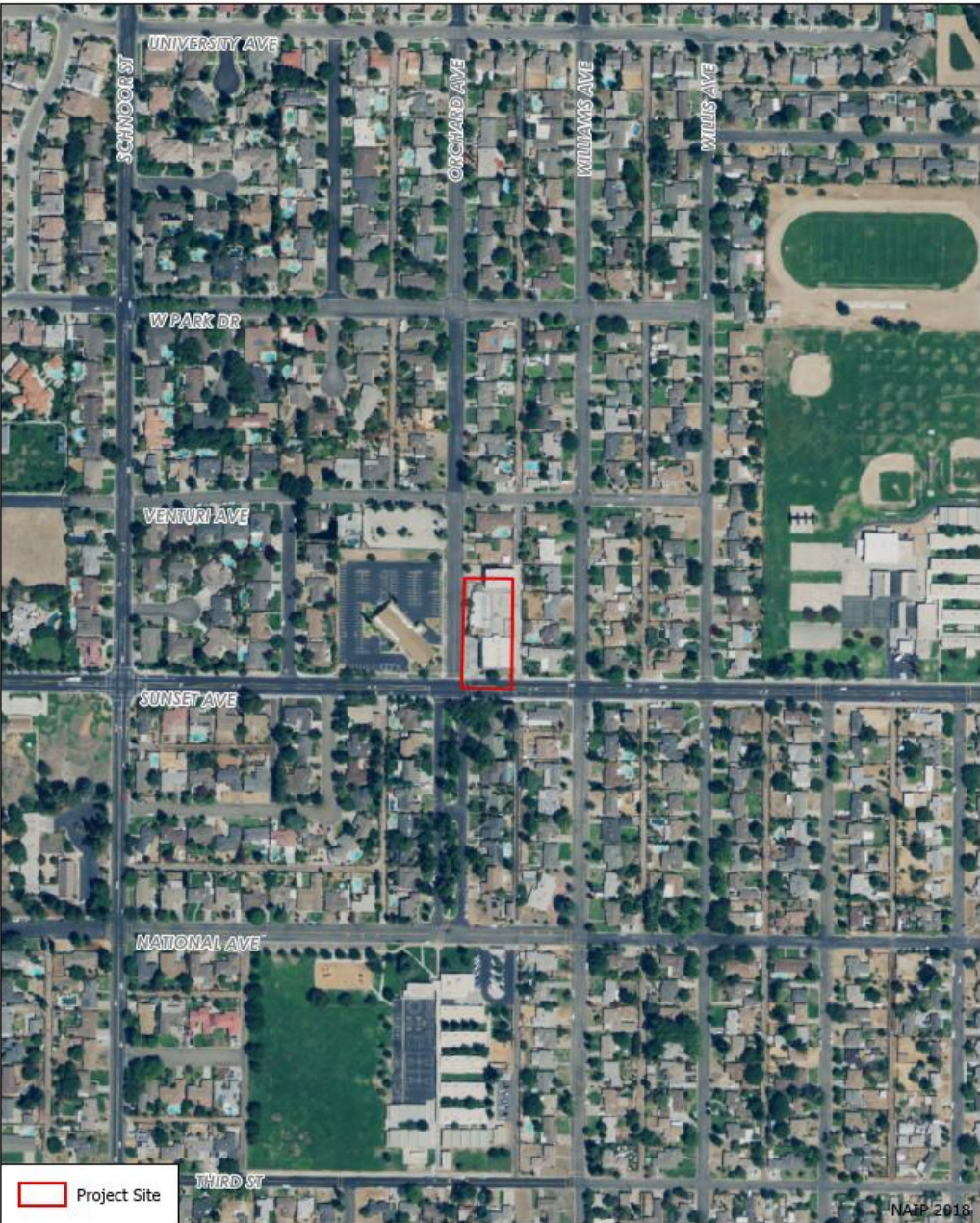
The Council could consider alternatives other than staff's recommendation for approval of the General Plan amendment and introduction of the rezone ordinance. Those include:

1. Denial of the request for General Plan amendment and rezone. Should the requests be denied, the project site would remain within the current General Plan and zoning. A rezone request to comply with the existing C (Commercial) land use designation would be required. A new development would need to be proposed consistent with the new commercial zone district. Revised environmental documentation would be necessary per the California Environmental Quality Act.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

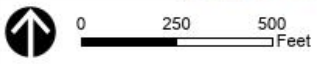
1. Aerial Imagery
2. Existing and Proposed Zoning
3. Present and Proposed Planned Land Use
4. Site Plan Review 2020-01 Site Plan and Elevations
5. Planning Commission Resolution No. 1898
6. City Council General Plan Amendment Resolution
 - Exhibit A – Current Land Use Designation
 - Exhibit B – Amended (New) Land Use Designation
7. Negative Declaration and Comment Letter
8. Rezone Ordinance
 - Exhibit A – Current Zoning
 - Exhibit B – Proposed Zoning

Attachment 1: Aerial Imagery



 Project Site

NAIP 2018



PROVOST & PRITCHARD

Attachment 2: Existing and Proposed Zoning

Existing Zoning

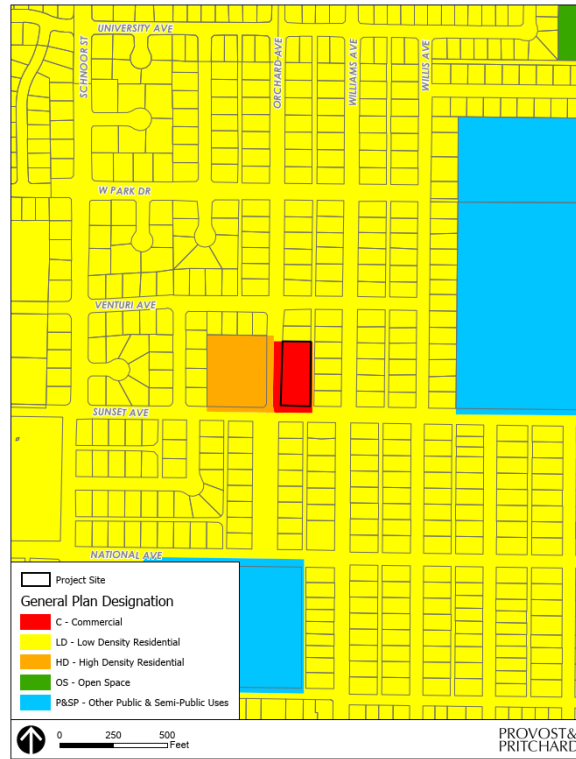


Proposed Zoning



Attachment 3: Present and Proposed Planned Land Use

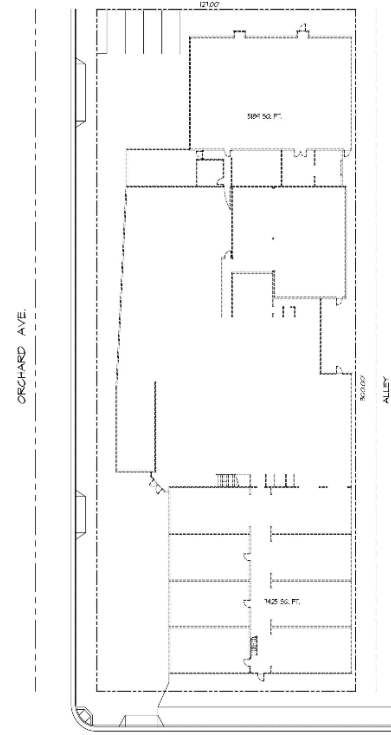
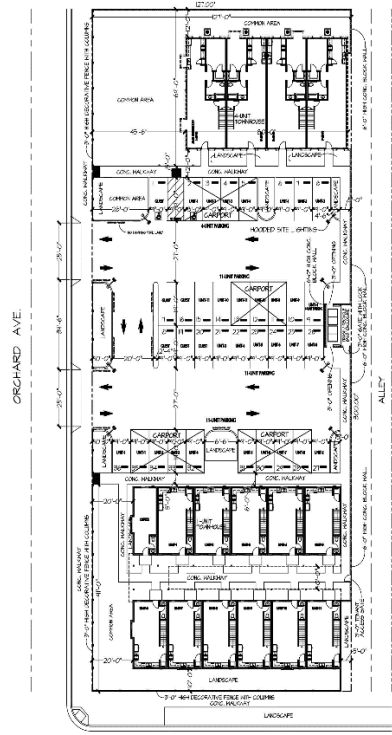
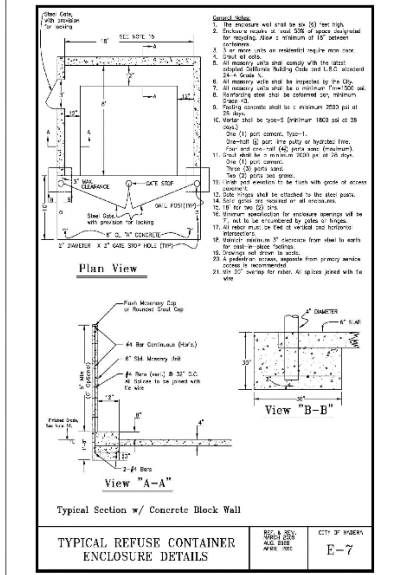
Current General Plan



Proposed General Plan



Attachment 4: Site Plan Review 2020-01 Site Plan and Elevations



Site Data

APN:	008-482-001
SITE ACC.:	8125 SUNSET AVE MADERA, CA 95301

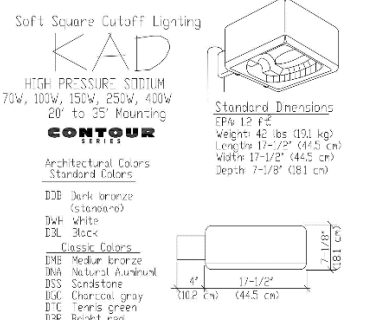
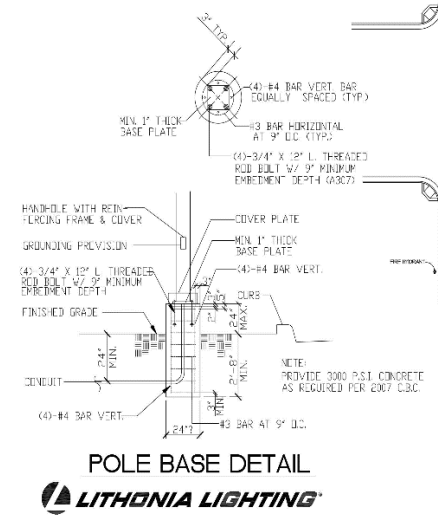
15 Units

Parking Requirements

3 BEDROOM UNITS	12
PARKING SPACES REQUIRED	22
3 BEDROOM UNITS	3
PARKING SPACES REQUIRED	6
TOTAL SPACES REQUIRED	30
OFFICE PARKING	0
PARKING SPACES REQUIRED	0
SPACES PROVIDED	30
CARPSPACES	0
OTHER SPACES	0

Coverages

SITE AREA	38620 SQ. FT.
APARTMENT UNITS (GROUND FLOOR)	1455 SQ. FT.
PARKING / PAYMENT AREA	4538 SQ. FT.
CONCRETE DRIVEWAY	3685 SQ. FT.
LANDSCAPE AREA PROVIDED	4288 SQ. FT.
LANDSCAPE + COMMON	6781 SQ. FT. (27%)



FEATURES AND SPECIFICATIONS

INTENDED USE: In-use for parking areas, street lighting, walkways and car lots.

CONSTRUCTION: Rugged, die-cast, soft corner aluminum housing with 0.125" nominal wall thickness. Excludes 4" soft corner arm for pole or wall mounting is standard. The cast door frame is impact resistant, low porosity glass lens that is fully gasketed with anti-leak tubular silicone.

FINISH: Standard finish is earthy organic GDB polyester powder, with other architectural colors available.

OPTICAL SYSTEM: Anodized aluminum hydroformed reflectors: L15 Full Cutoff distribution, 92° (Asymmetric), R3 (Asymmetric), R4 (Forward throw) and R5 (Square), 180° (Forward throw), segmented aluminum reflectors: S15 Full cutoff distribution, S30 (Asymmetric), S30 (Asymmetric) and S30 (Forward throw, sharp cutoff). Segmented reflectors option with soft eye accessories and are available for interchangeable.

ELECTRICAL SYSTEM: High-reactance, high power factor ballast for 70W, 100W, 150W, 250W, 400W. Ballast is copper-wound and 100% failure-free.

LISTING: UL Listed (Standard), CSA Certified (see options). UL listed for wet locations (see options) listed in accordance with standard IEC 60598.

Expand: KAD 400S R2 123 SP004 LPI

LOT LIGHTING

PROVIDE LENS COVER AT ALL EXTERIOR LIGHTING AS REQUIRED

SITE PLAN

SUNSET AVE. 11 UNIT TOWNHOUSE

Gary A. Rogers - Architect

1111 N. CALIF. ST.
MADERA, CALIFORNIA 95301
OFFICE (510) 474-6096
CELL (415) 474-6096
PLANNING • DESIGN • CONSTRUCTION PROMOTION SERVICES

PLANS FOR:

S.1



Timbertex English Gray roofing shingles



SW 7638
Jogging Path
Interior / Exterior
Location Number: 247-C2

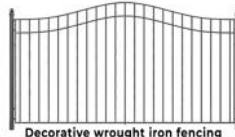


Hardie fiber cement shingle siding in Sherwin Williams 'Jogging Path'



SW 7654
Lattice
Interior / Exterior
Location Number: 239-C2

Trim color: Sherwin Williams 'Lattice'



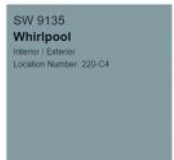
Decorative wrought iron fencing



SW 6227
Meditative
Interior / Exterior
Location Number: 239-C3



Hardie fiber cement board & batten siding in Sherwin Williams 'Meditative'



SW 9135
Whirlpool
Interior / Exterior
Location Number: 229-C4



Hardie fiber cement lap siding in Sherwin Williams 'Whirlpool'



SW 9140
Blustery Sky
Interior / Exterior
Location Number: 221-C5



Smooth trowel stucco in Sherwin Williams 'Blustery Sky'



Redland Brick 915 Cheswick Modular



11 UNIT - SOUTH ELEVATION



11 UNIT - WEST ELEVATION



11 UNIT - NORTH ELEVATION



11 UNIT - EAST ELEVATION

Gary A. Rogers - Architect
188 HENRIE ROAD - SUITE 8
MADERA, CALIFORNIA 93637 OFFICE: (509) 674-6598
PLANNING • DESIGNING • CONSTRUCTION PROBLEM SOLVING



AFTAB NAZ
1111 W. 4TH STREET
MADERA, CA 93637 (509) 675-3000

PLANS FOR:

1803 Sunset Ave,
Madera, CA 93637



Metal sheet roofing in Sherwin Williams 'Hardware' to match existing columns



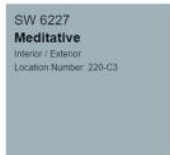
Hardie fiber cement shingle siding in Sherwin Williams 'Jogging Path'



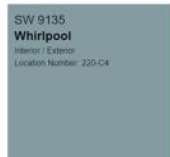
Trim color: Sherwin Williams 'Lattice'



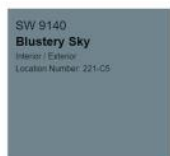
Anderson Windows 200 series with 'Craftsman' & 'Prairie' style grilles



Hardie fiber cement board & batten siding in Sherwin Williams 'Meditative'



Hardie fiber cement lap siding in Sherwin Williams 'Whirlpool'



Smooth trowel stucco in Sherwin Williams 'Blustery Sky'



Redland Brick 915 Cheswick Modular



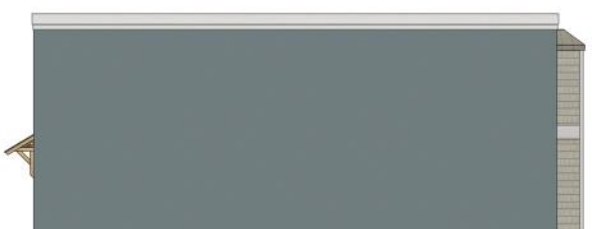
4 UNIT - SOUTH ELEVATION



4 UNIT - WEST ELEVATION



4 UNIT - NORTH ELEVATION



4 UNIT - EAST ELEVATION

Cary A. Rogers - Architect
1816 HOWARD ROAD - SUITE 6
MADERA, CALIFORNIA 93637 OFFICE: (559) 673-3000
PLANNING • DESIGNING • CONSTRUCTION PROGRAM SOLVING



DATE	DESCRIPTION

1803 Sunset Ave,
Madera, CA 93637

AFTAB NAZ
1111 W. 4TH STREET
MADERA, CA 93637 (559) 673-3000

PLANS FOR

1803 Sunset Ave,
Madera, CA 93637

1803 Sunset Ave,
Madera, CA 93637

DATE	DESCRIPTION

Attachment 5: Planning Commission Resolution No. 1898

RESOLUTION NO. 1898

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA
APPROVING SITE PLAN REVIEW (SPR) 2020-01, ADOPTING THE NEGATIVE
DECLARATION FOR THE PROJECT, AND RECOMMENDING APPROVAL OF
GENERAL PLAN AMENDMENT (GPA) 2020-01 AND REZONE (REZ) 2021-01
(SUNSET APARTMENTS)**

WHEREAS, Aftab Naz (“Owner”) owns APN 006-182-007 in Madera, California (“site”); and

WHEREAS, the 0.875-acre site was previously developed and occupied by a commercial (gym) use and is planned C (Commercial); and

WHEREAS, the southern three-quarters of the property (approximately 0.7 acres) is zoned R3 (*One unit per 1,800 square feet of site area*) and the northern one-quarter of the property (approximately 0.2 acres) is zoned R1 (*One unit per 6,000 square feet of site area*) for residential land uses; and

WHEREAS, the Owner is seeking a General Plan Amendment (GPA 2020-01) to amend the General Plan land use designation of the site from C (Commercial) to HD (High Density Residential); and

WHEREAS, the Owner is seeking a Rezone (REZ 2021-01) to change the zone district of the northern one-quarter of the property (approximately 0.2 acres) from R1 (One unit per each 6,000 square feet of site area) to R3 (One unit per each 1,800 square feet of site area); and

WHEREAS, the Owner is seeking a Site Plan Review (SPR 2020-01) to allow for development of a 15-unit apartment complex, including parking and open space areas within the area of the site; and

WHEREAS, an Initial Study/Negative Declaration (IS/ND) has been prepared, circulated, and made available for public comment pursuant to the California Environmental Quality Act (CEQA), Public Resources Code, sections 21000, et seq., the Guidelines for implementation of CEQA, Title 14 California Code of Regulations, Chapter 3, Section 15000, et seq., and the Madera Municipal Code; and

WHEREAS, the Planning Commission has independently reviewed and considered the information contained in the IS/ND; and

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, under the City’s Municipal Code, the Planning Commission is authorized to review and approve site plan reviews on behalf of the City; and

WHEREAS, under the City’s Municipal Code and State Planning and Zoning Law, the Planning Commission is authorized to review and make recommendations to the City Council for general plan amendments and rezones on behalf of the City; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law; and

WHEREAS, the Planning Commission received and reviewed GPA 2020-01, REZ 2021-01, and SPR 2020-01 at a duly noticed meeting on November 9, 2021; and

WHEREAS, at the November 9, 2021, Planning Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, the Planning Commission now desires to approve SPR 2020-01 and the negative declaration for the project per the California Environmental Quality Act and provide recommendations to the City Council on GPA 2020-01, REZ 2021-01, and the negative declaration for the project per the California Environmental Quality Act.

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 adopts the Initial Study/Negative Declaration (IS/ND) for the project, finding the negative declaration is adequate and has been completed in compliance with the California Environmental Quality Act and the State CEQA Guidelines.
3. Findings for SPR 2020-01: The Planning Commission finds and determines that there is substantial evidence in the administrative record to support the approval of SPR 2020-01, as conditioned. With conditions, the project is consistent with the requirements of the Municipal Code, including Sections 10-3.4.01. The Planning Commission further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

Findings to Approve a Site Plan Review

Finding a: The proposal is consistent with the General Plan and Zoning Ordinance.

SPR 2020-01 is conditioned on the approval of GPA 2020-01 and REZ 2021-01, which would amend the land use designation to HD (High Density Residential) and change the zone district for a portion of the property to the R3 (*One unit for every 1,800 square feet of site area*) zone district, consistent with the remainder of the existing zoning on-site. The 15-unit apartment complex, as proposed under SPR 2020-01, would be in compliance with the purpose and intent of the R3 zone district, which is consistent with the proposed High Density Residential land use designation. SPR 2020-01, as conditioned, does not conflict with City standards or other provisions of the Code and is consistent with applicable General Plan policies.

Finding b: The proposal is consistent with any applicable specific plans.

The project site is not located within a specific plan area.

Finding c: The proposed project includes facilities and improvements; vehicular and pedestrian ingress, egress, and internal circulation; and location of structures, services, walls, landscaping, and drainage that are so arranged that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, there will be no adverse effects on surrounding property, light is deflected away from adjoining properties and public streets, and environmental impacts are reduced to acceptable levels.

SPR 2020-01 has been reviewed and, as conditioned, is compatible with surrounding uses and with all applicable requirements for development in the R3 zone district, including provisions for access to and from the site, parking facilities, drainage, and lighting. The construction of a new apartment complex would add a residential use to a site planned and zoned for residential use. Based on the environmental analysis prepared, the project will not generate significant amounts of noise, light, or traffic.

Finding d: The proposed project is consistent with established legislative policies relating to traffic safety, street dedications, street improvements, and environmental quality.

SPR 2020-01 requires no street improvements as it is located within an urban area that was previously developed with adequate improvements. While minor improvements may be required, such as sidewalk improvements and new driveway locations, no major improvements are required as the project is located on a previously developed site with existing street infrastructure. The project will not have a significant impact on traffic or the environment as the surrounding street system is adequate to accommodate project traffic.

4. Approval of SPR 2020-01: Given that all findings can be made, the Planning Commission hereby approves SPR 2020-01 as conditioned as set forth in the Conditions of Approval attached as Exhibit "A" which approvals are contingent upon the following:

The conditional approval of SPR 2020-01 shall be final and effective immediately only after the City Council of the City of Madera approves the applicant's request to amend the project site's land use designation to HD (High Density Residential) and rezone a portion of the property to the R3 (*One unit for every 1,800 square feet of site area*) zone district. If the Council approval is not made within 180 days of the adoption of this Resolution, then SPR 2020-01 shall be returned to the Planning Commission for further consideration and a final decision. If Council approvals are made within 180 days of the adoption of this Resolution, but any change is made by the Council in a manner that could reasonably affect the findings of the Planning Commission herein or require a modification or addition of a condition of approval to be consistent with a Council approval, then SPR 2020-01 shall be returned to the Planning Commission for further consideration and a final decision.

5. Recommendation to City Council to approve GPA 2020-01: The Planning Commission finds and determines that GPA 2020-01 is consistent with the City of Madera's planned growth for residential land uses and supports the vision for Well Planned Neighborhoods and Housing, recognizing that the provision of housing opportunities is a key component in the implementation of the City's General Plan and vision for the community. Therefore, based on the evidence in the record, the Planning Commission recommends that the City Council approve GPA 2020-01 amending the General Plan land use designation for the project site from C (Commercial) to HD (High Density Residential).

6. Recommendation to City Council to approve REZ 2021-01: The Planning Commission finds and determines that the proposed R3 zone district as requested under REZ 2021-01 described herein is consistent with the HD (High Density Residential) planned land use designation. Therefore, based on the evidence in the record, the Planning Commission recommends that City Council approve REZ 2021-01 changing the zone district for the northern one-quarter of the subject property (approximately 0.2 acres) from R1 (*One unit per 6,000 square feet of site area*) to R3 (*One unit per 1,800 square feet of site area*).

7. Effective Date: This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 9th day of November 2021, by the following vote:

AYES: Commissioners; Rohi Zacharia, Bobby Sheikh, Balwinder Singh, Robert Gran Jr., Alex Salazar

NOES: None

ABSTENTIONS: None

ABSENT: Commissioner Ryan Cerioni


Robert Gran Jr.
Planning Commission Chairperson

Attest:



Gary Conte, AICP
Planning Manager

Exhibit "A" – Conditions of Approval for SPR 2020-01

Attachment 6: City Council General Plan Amendment Resolution

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
AN AMENDMENT TO THE GENERAL PLAN CHANGING THE LAND USE
DESIGNATION OF APPROXIMATELY 0.875 ACRES LOCATED AT THE
NORTHEAST CORNER OF THE INTERSECTION OF SUNSET AVENUE AND
ORCHARD AVENUE TO MODIFY THE LAND USE DESIGNATION OF
COMMERCIAL TO HIGH DENSITY RESIDENTIAL (APN: 006-182-007) AND
ADOPTING A NEGATIVE DECLARATION**

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, Aftab Naz, Property Owner has initiated an amendment to the Madera General Plan amending the land use designation for approximately 0.875 acres of property located at the northeast corner of the intersection of Sunset Avenue and Orchard Avenue modifying the C (Commercial) land use designation as shown in the attached Exhibit "A"; and

WHEREAS, the Property Owner is seeking a General Plan Amendment (GPA 2020-01) to amend the General Plan land use designation of the site from C (Commercial) to HD (High Density Residential), as shown in Exhibit "B"; and

WHEREAS, the Property Owner has initiated a Rezone of the property to establish the R3 Zone District and remove the existing R1 Zone District, to be consistent with the proposed planned use, as shown in the attached Exhibit "B"; and

WHEREAS, the proposed General Plan amendment and Rezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the proposed General Plan amendment and Rezone are compatible with the neighborhood and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and Negative Declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the Negative Declaration, General Plan amendment and rezoning were distributed for public review and comment to various local agencies and groups, and notice of public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission of the City of Madera held a public hearing on November 9, 2021, and adopted a resolution recommending to the City Council approval of the General Plan amendment and rezoning; and

WHEREAS, based upon the testimony and information presented at the hearing, including the initial study and Negative Declaration and all evidence in the whole record pertaining to this matter, the Commission found that the Negative Declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgment of the City of Madera, and was adopted in accordance with the California Environmental Quality Act; and

WHEREAS, the City Council has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS

FOLLOWS:

1. The above recitals are true and correct.
2. The City Council finds an environmental assessment initial study was 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 City Council finds there is no substantial evidence in the record, and that a Negative Declaration is appropriate for this project. The City Council further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA, and one comment was received by the City within the required comment period. Therefore, the City Council adopts the Negative Declaration for this project, attached hereto as Attachment "7".
3. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the City of Madera General Plan Land Use Map be amended as specified and described in Exhibit "B" which is attached to this resolution and incorporated by reference.

4. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the proposed amendment to the City of Madera General Plan Land Use Map is hereby found consistent with all elements of the Madera General Plan and its goals, policies, objectives.

5. The property shall be amended from C (Commercial) to HD (High Density Residential) land use pertaining to the General Plan.

6. This resolution is effective upon adoption.

* * * * *

EXHIBIT 'A' – Current Land Use Designation(s)

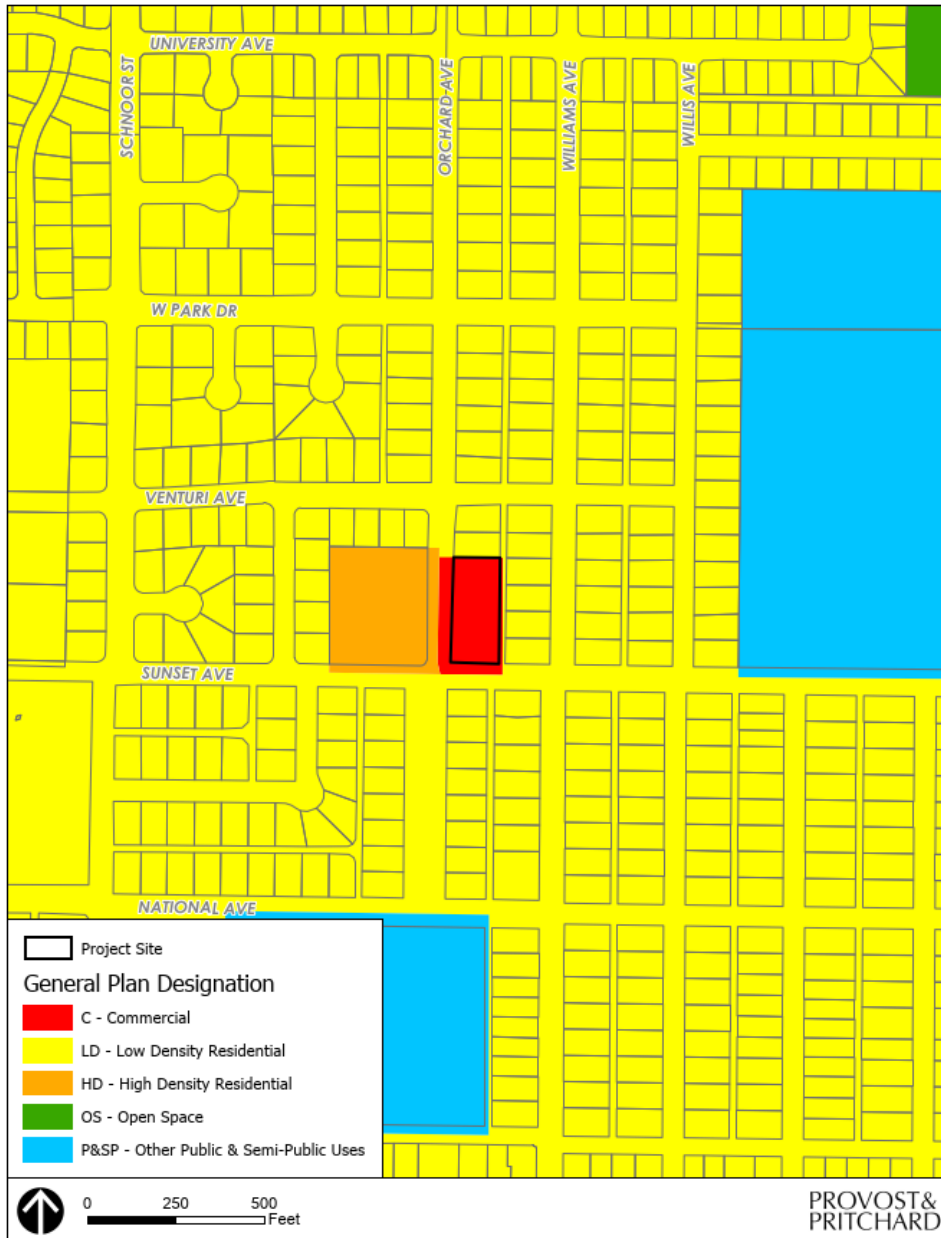
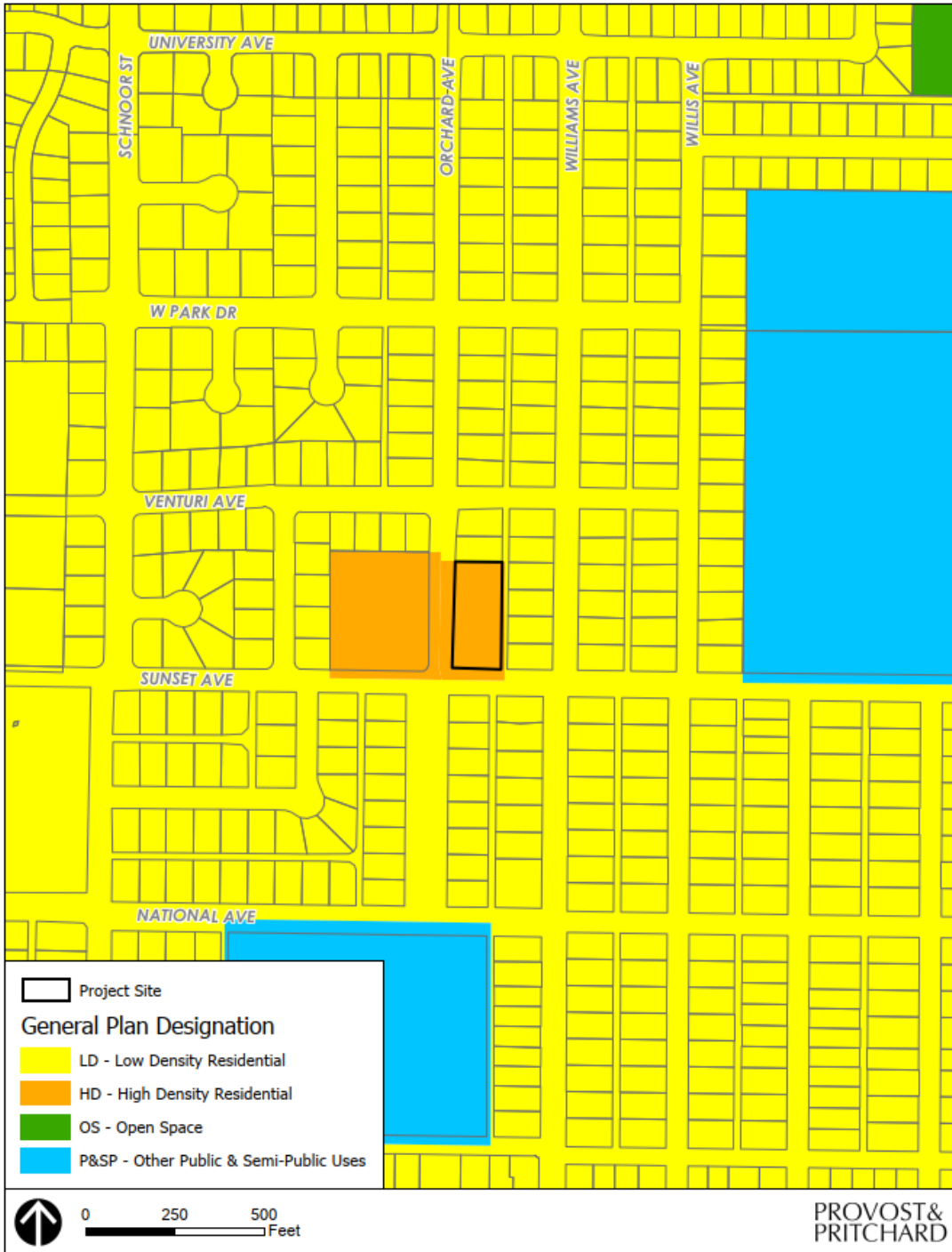


EXHIBIT 'B' – Amended (New) Land Use Designation(s)



Attachment 7: Negative Declaration

Sunset Apartments (GPA 2020-1, REZ 2021-01, SPR 2020-01, ENV 2021-52)

Initial Study / Negative Declaration

September 2021

Prepared for:



Planning Department
205 W. 4th Street
Madera, CA 93637

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Appendix B: CalEEMod Output Files

Appendix C: Tribal Consultation Letters

Chapter 1 Introduction

Provost & Pritchard Consulting Group has prepared this Initial Study/Negative Declaration (IS/ND) on behalf of the City of Madera to address the environmental effects of the proposed Sunset Apartments (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et. seq. The City of Madera is the CEQA lead agency for this Project.

The site and the proposed Project are described in detail in [Chapter 2 Project Description](#).

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with California Code of Regulations Title 14 (Chapter 3, Section 15000, *et seq.*)-- also known as the CEQA Guidelines-- Section 15064(a)(1) states that an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is *no substantial* evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, an ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

- a) *The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed project may have a significant effect on the environment, or*
- b) *The IS identified potentially significant effects, but:*
 1. *Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed Mitigated ND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and*
 2. *There is no substantial evidence, in light of the whole record before the agency, that the proposed project as revised may have a significant effect on the environment.*

1.2 Document Format

This IS/ND contains four chapters plus appendices. [Chapter 1 Introduction](#) provides an overview of the proposed project and the CEQA process. [Chapter 2 Project Description](#) provides a detailed description of proposed project components. [Chapter 3 Determination](#) identifies the environmental factors potentially affected based on the analyses contained in this IS and includes the Lead Agency's determination based upon those analyses. [Chapter 4 Impact Analysis](#) presents the CEQA checklist and environmental analyses for all impact areas and the mandatory findings of significance. A brief discussion of the reasons why the Project impact is anticipated to be less than significant or why no impacts are expected is included. The Natural Resources Conservation Service Soil Report, CalEEMod Output Files and Tribal consultation letters are provided as technical [Appendix A](#), [B](#) and [C](#), respectively at the end of this document.

Chapter 2 Project Description

2.1 Project Background

2.1.1 Project Title

Sunset Apartments (GPA 2020-01, REZ 2021-01, SPR 2020-01, ENV 2021-52)

2.1.2 Lead Agency Name and Address

City of Madera
205 W. 4th Street
Madera, CA 93637

2.1.3 Contact Person and Phone Number

Lead Agency Contact

Gary Conte, AICP, Planning Manager
559.661.5430
gconte@madera.gov

Applicant Information

Gary A. Rogers
1816 Howard Road, Suite 8

2.1.4 Study Prepared By

Provost & Pritchard Consulting Group
455 W. Fir Avenue
Clovis, CA 93611

2.1.5 Project Location

The Project is located in the western area of the City Madera, California less than one mile west of State Route (SR) 99 and approximately 1.5 northwest of SR 145. The Project site is composed of 0.875 gross acres and is located on the northeast corner of Sunset and Orchard Avenues. The physical address of the Project site is 1803 Sunset Avenue. The 0.875-acre Project site occupies a portion of Section 23, Township 11 South, Range 17 East, Mount Diablo Base and Meridian.¹ The Project site is identified as Madera County Assessor's Parcel Number (APN) 006-182-007 (see [Figure 2-1](#) and [Figure 2-2](#)).

2.1.6 Latitude and Longitude

The centroid of the Project area is 36° 57' 38.412" N, 120° 4' 47.028" W.

¹ United States, Department of Interior, Geological Survey, and State of California, Department of Water Resources. *Madera Quadrangle, California, 7.5 Minute Series (Topographic)*, Photo revised 1981.

2.1.7 General Plan Designation

The Project site is designated C (Commercial) (see [Figure 2-3](#)).

2.1.8 Zoning

The southern three-quarters of the Project site is zoned R3 (One unit per 1,800 square feet), while the northern one-quarter of the Project site is zoned R1 (One unit per each 6,000 square feet) (see [Figure 2-4](#)).

2.1.9 Description of Project

Project Description

The applicant, Gary Rogers on behalf of the property owner, Aftab Naz, is proposing to amend the Project site's General Plan Land Use designation as well as rezone a portion of the property to enable the construction of a 15-unit residential apartment complex. GPA 2020-01 requests a change to the Project site's land use designation from C (Commercial) to HD (High Density Residential) (see [Figure 2-5](#)). In addition to the General Plan Amendment request, the applicant has submitted a Rezone application (REZ 2021-01) to rezone the northern one-quarter of the Project site (0.013 net acres) to R3 (One unit per 1,800 square feet) to be consistent with the proposed HD land use designation (see [Figure 2-6](#)). The existing zoning for the southern three-quarters of the Project site would be consistent with the proposed General Plan land use amendment.

The applicant has submitted a Site Plan Review application (SPR 2020-01), which would result in the construction of a new 11-unit building on the southern portion of the site, while an existing, fire damaged building on the northern end of the site would be rehabilitated into a 4-unit building. Both the 11-unit and the 4-unit buildings would be two-story structures. In total, the Project would result in the construction of nine two-bedroom units, six three-bedroom units, and an office unit that will be used as a leasing office to collect and manage tenants rents. Site access would be provided from Orchard Avenue. Once completed, the Project would result in a total of 15 units and 36 parking spaces of which 15 will be covered parking (see [Figure 2-7](#), [Figure 2-8](#), [Figure 2-9](#), and [Figure 2-10](#)).

Construction of the Project would involve grading, paving, building construction, and painting. Site access during construction would be via Orchard Avenue. Principal deliveries to the Project site would include construction equipment, concrete and asphalt materials, building materials, and any additional hardware required to construct the Project. Construction is limited by the City noise ordinance and General Plan Policy N-6 to between the hours of 7 am and 8 pm. At this time, no Project construction commencement schedule has been identified. Project construction commencement is subject to securing the permits required for the Project. Once Project construction is complete, the Project site will operate and lease the 15 apartment units.

This Initial Study/Negative Declaration analyzes the proposed General Plan amendment (GPA 2020-01), rezone (REZ 2021-01), and site plan review (SPR 2020-01).

Actions Required

The City of Madera has jurisdiction over the review and approval of the Project and would be requested to take action on the following:

- Adoption of Negative Declaration;
- Approval of General Plan Amendment 2020-01;
- Approval of Rezone 2021-01; and,
- Approval of Site Plan Review 2020-01.

The City of Madera would also issue the following ministerial permits for the proposed Project if and once the above listed actions are taken:

- Grading Permit;
- Encroachment Permit;
- Sign Permit; and
- Building Permit.

2.1.10 Site and Surrounding Land Uses and Setting

Environmental Setting

The 0.875 gross acre Project site consists of previously developed land and one fire damaged building that remains from the previous use of the site. The Project site has an elevation of approximately 270 feet above mean sea level. According to the Natural Resources Conservation Service Soils Report attached in **Appendix A**, the site soils consist of loam to sandy loam texture that are somewhat excessively drained. The Fresno River is approximately 0.5 miles to the north of the Project.

Surrounding Land Uses

The site is surrounded to the north, east, and south by single-family homes that have been planned and zoned for Low Density Residential. To the west of the site is Sunset Avenue Church of Christ, located across Orchard Avenue.

Table 2-1. Existing Uses, General Plan Designations, and Zone Districts of Surrounding Properties

Direction from Project Site	Existing Use	General Plan Designation	Zone District
North	Single-Family Homes	Low Density Residential	R1
East	Single-Family Homes	Low Density Residential	R1
South	Single-Family Homes	Low Density Residential	R1
West	Sunset Avenue Church of Christ	High Density Residential	R1

R1 – One Unit per each 6,000 sq ft

2.1.11 Other Public Agencies Whose Approval May Be Required

Other agencies, including but not necessarily limited to the following, may have authority to issue permits prior to Project implementation:

- San Joaquin Valley Air Pollution Control District (SJVAPCD)

2.1.12 Consultation with California Native American Tribes

Public Resources Code Section 21080.3.1, *et seq.* (codification of AB 52, 2013-14)) requires that a lead agency, within 14 days of determining that it will undertake a project, notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the Project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the Project and inquire whether the Tribe wishes to initiate a request for formal consultation. In addition, the Project is subject to Government Code Section 65352.3 (Senate Bill 18) as a result of the General Plan Amendment required for the Project. Tribes have 30 and 90 days respectively from receipt of notification to request formal consultation.

Letters for requests for consultation were sent to a list of tribes in the area that include: the Dumna Wo-Wah Tribal Government, the Chicken Ranch Rancheria of Me-Wuk Indians, the North Fork Mono Tribe, the North Valley Yokuts Tribe, the Picayune Rancheria of Chukchansi Indians, the Southern Sierra Miwuk Nation, the Tule River Indian Tribe, the Big Sandy Rancheria of Western Mono Indians, the Wuksache Indian Tribe & Eshom Valley Band. Letters were sent out May 26, 2021 and no responses were received within the 30 and 90 day periods for formal consultation under AB 52 and SB 18.

Figure 2-1. Vicinity Map

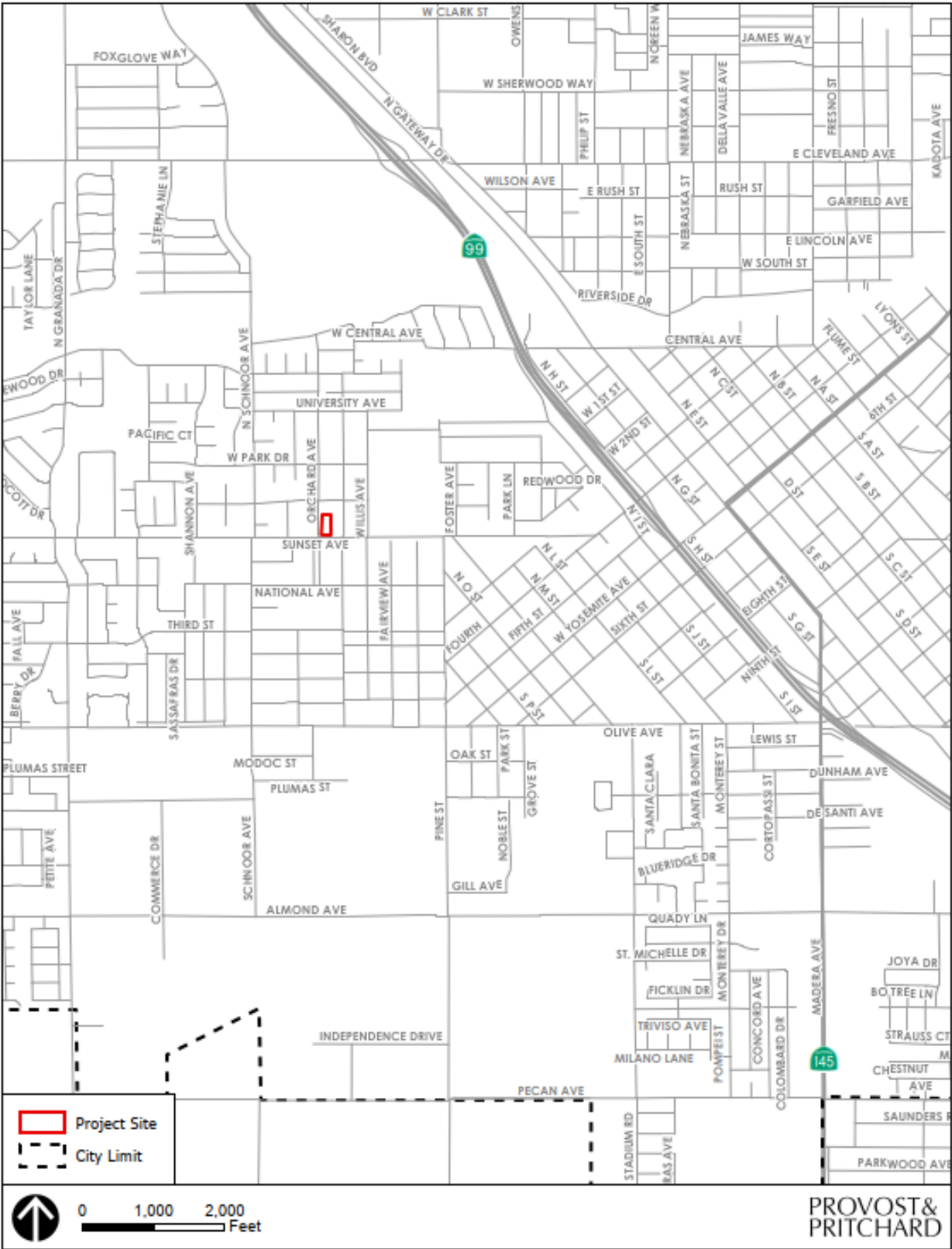


Figure 2-2. Aerial

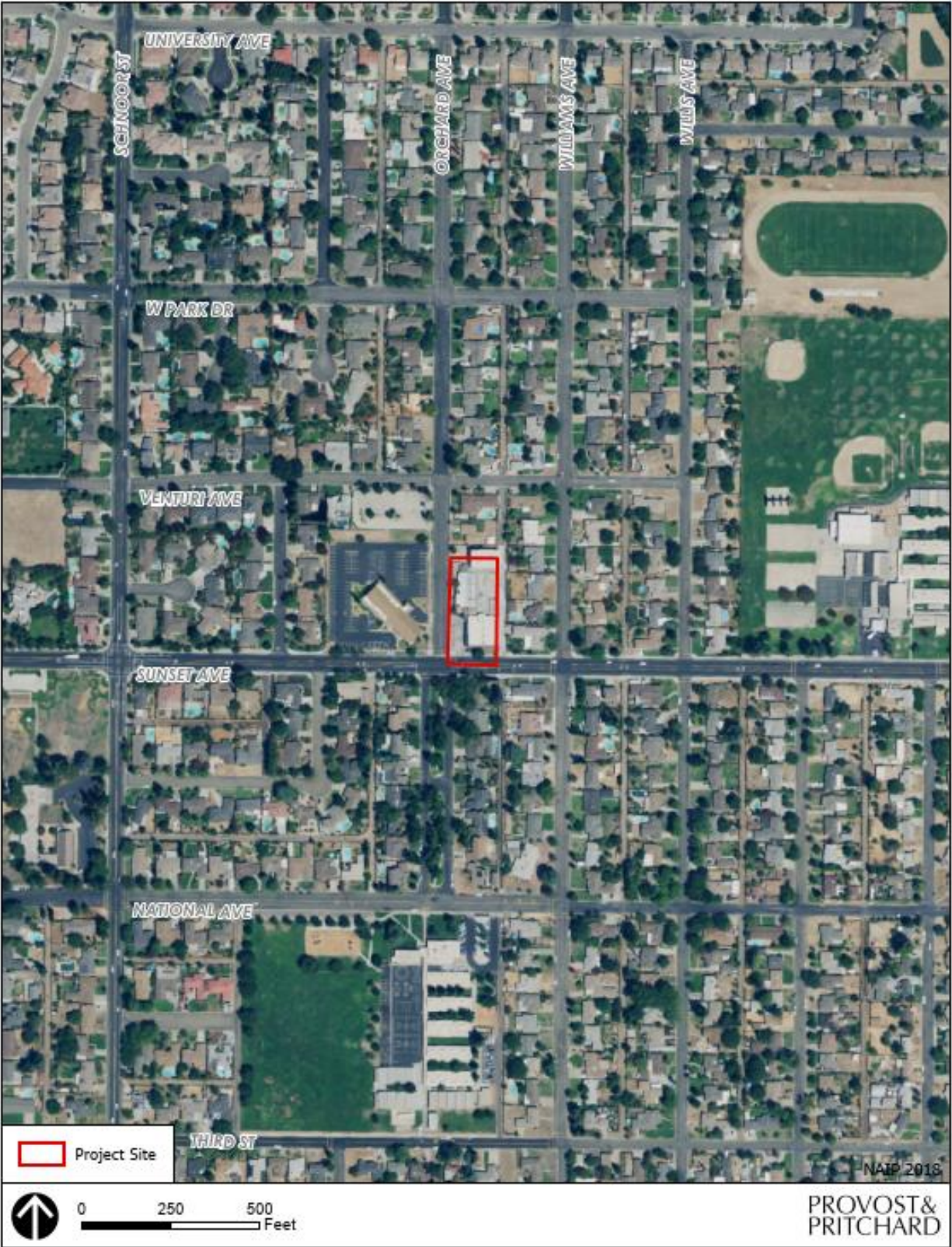


Figure 2-3. Current General Plan Land Use

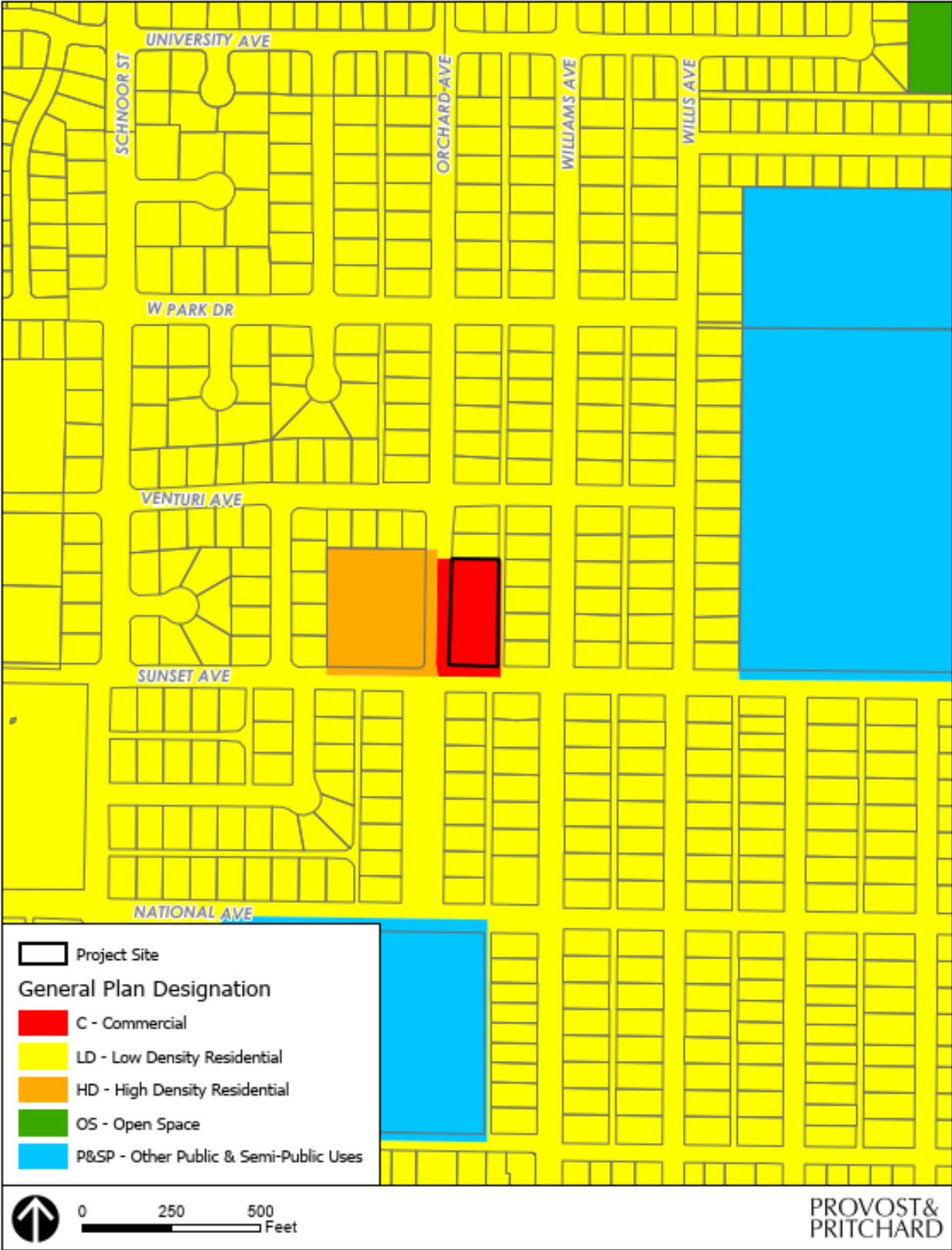


Figure 2-4. Current Zoning



Figure 2-5. Proposed General Plan Land Use

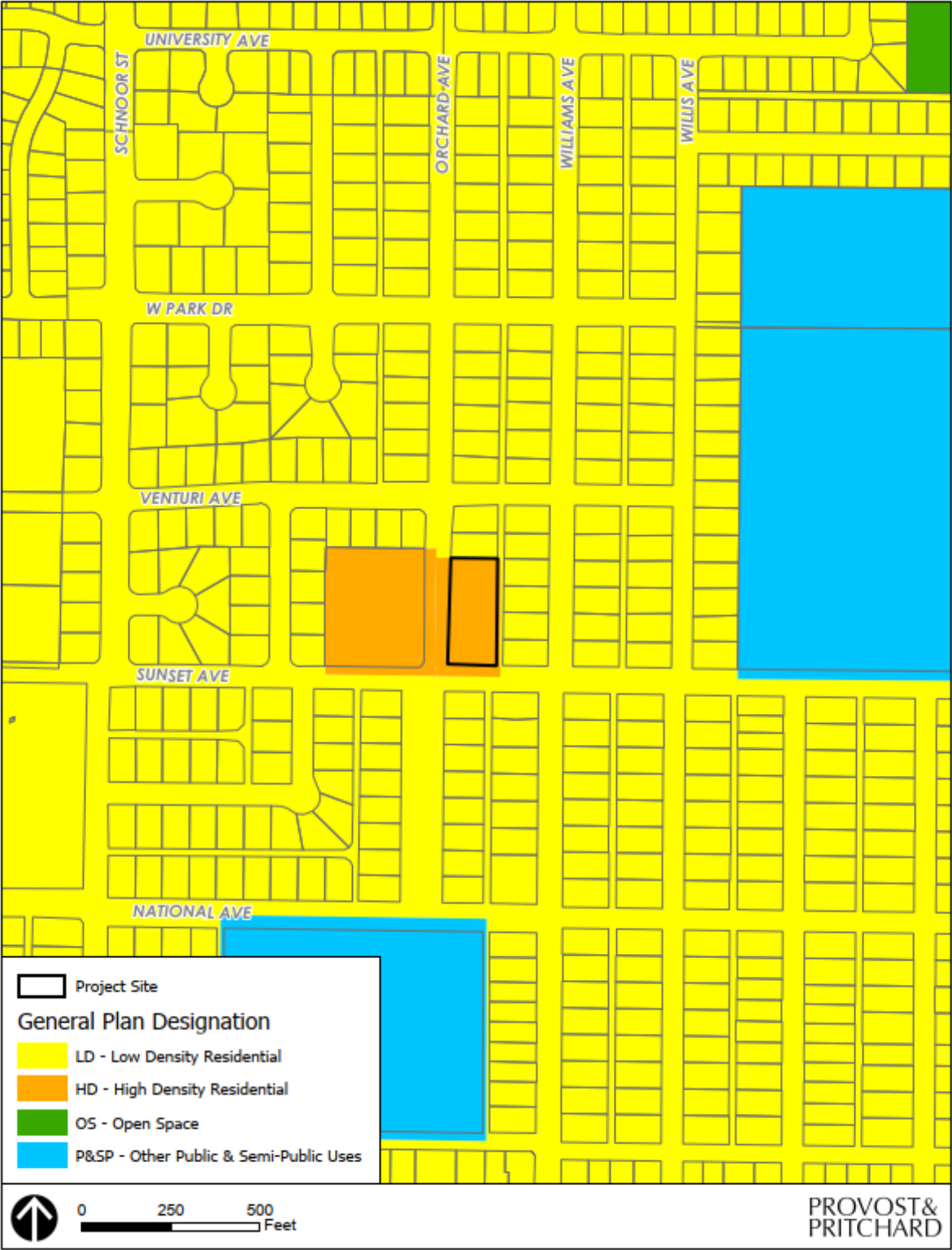


Figure 2-6. Proposed Zoning



Figure 2-8. 4-Unit Building Elevations

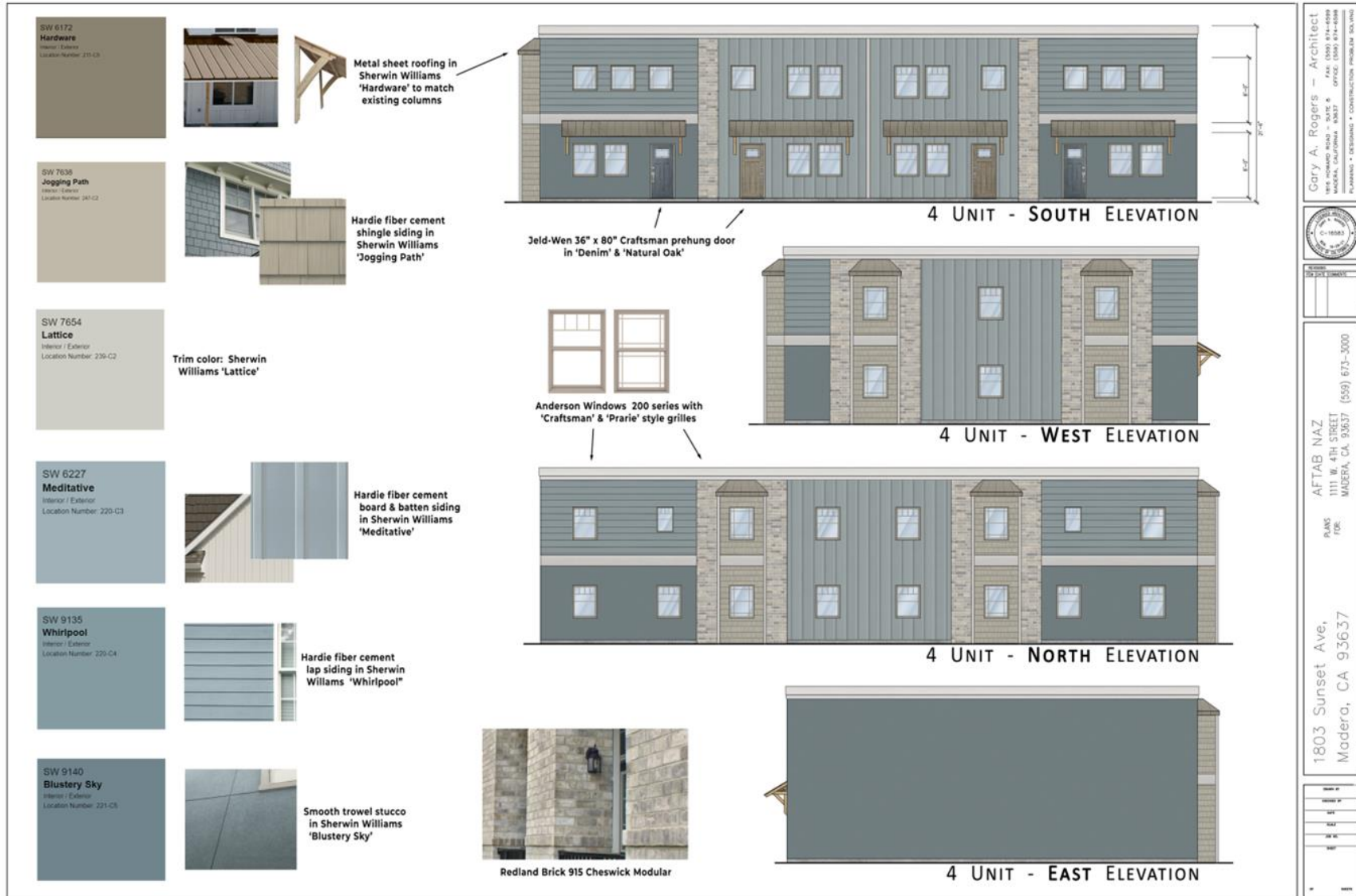


Figure 2-9. 11-Unit Building Elevations

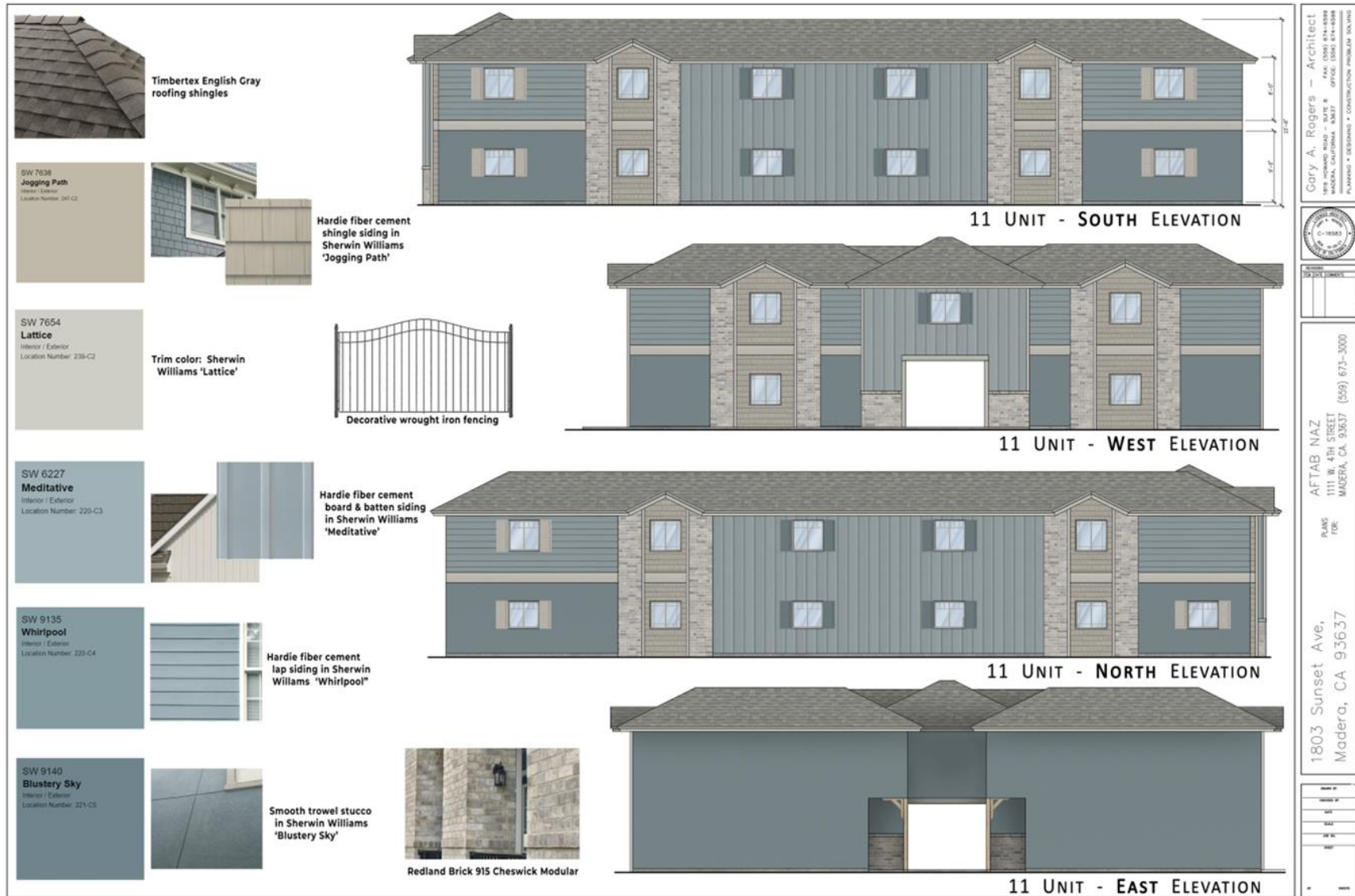
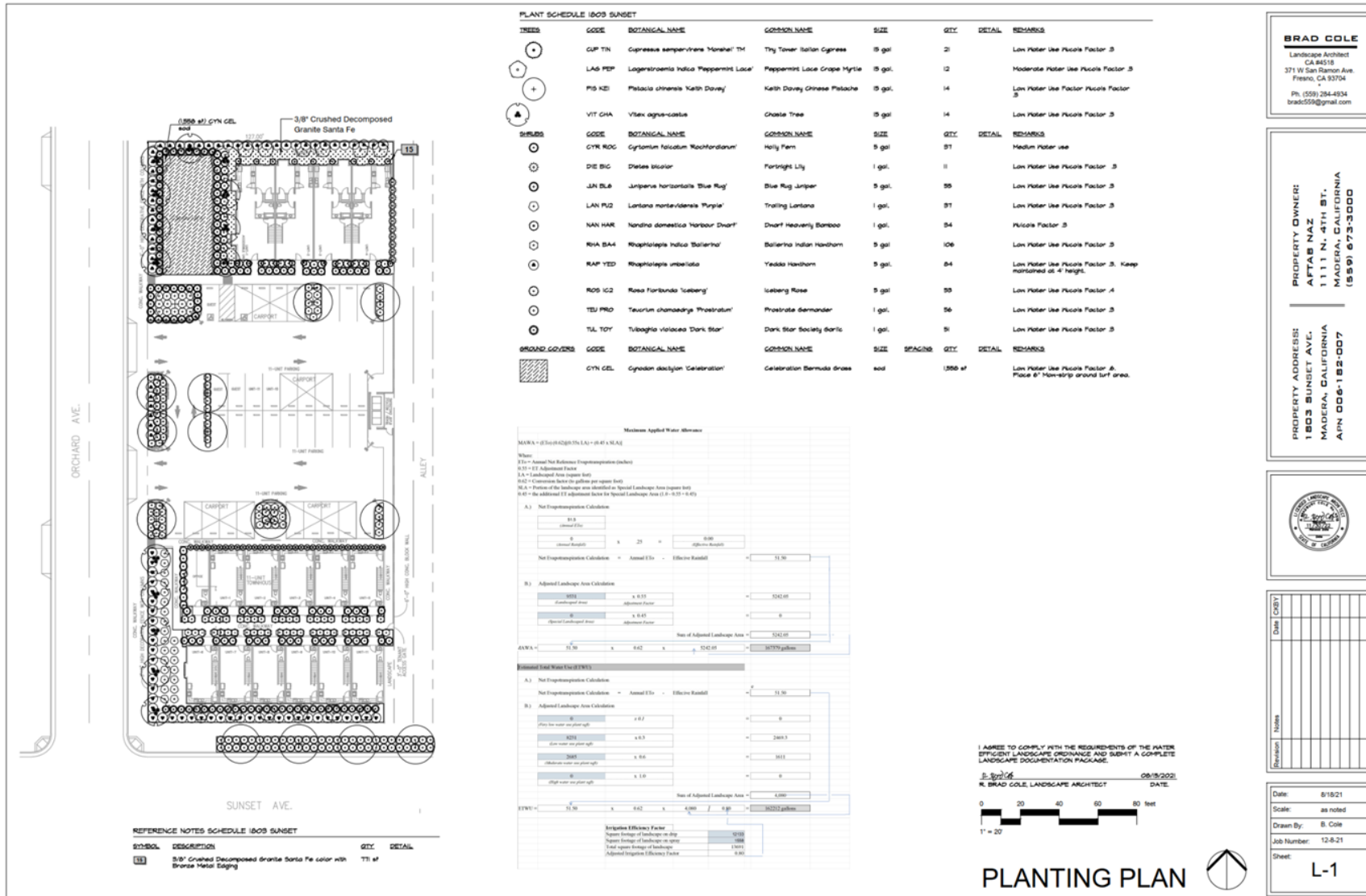


Figure 2-10. Landscape Plan



Chapter 3 Determination

3.1 Environmental Factors Potentially Affected

As indicated by the discussions of existing and baseline conditions, and impact analyses that follows in **Chapter 4**, environmental factors not checked below would have no impacts or less than significant impacts resulting from the Project. Environmental factors that are checked below would have potentially significant impacts resulting from the Project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

The analyses of environmental impacts in **Chapter 4 Impact Analysis** result in an impact statement, which shall have the following meanings.

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

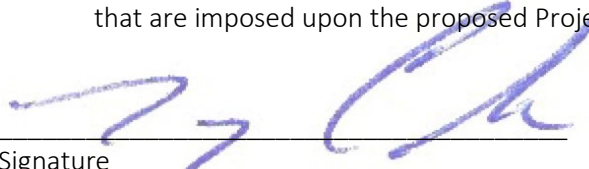
Less Than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. “No Impact” answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific Project (e.g., the Project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the Project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

3.2 Determination

On the basis of this initial study:

- I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed Project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.



Signature

September 24, 2021
Date

Gary Conte, AICP, Planning Manager
Printed Name, Position

Chapter 4 Impact Analysis

4.1 Aesthetics

Except as provided in Public Resources Code Section 21099, would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.1.1 Environmental Setting

The visual character of the immediate Project vicinity is an urban residential built environment. The Project site is a former gym location that experienced fire damage. One damaged building remains on the site and would be utilized by the Project. The surrounding Project area is primarily comprised of single-family residential homes that are planned for Low Density Residential uses and are zoned R1 (One home per 6,000 square feet). An existing church is located to the west of the Project site on a parcel planned for High Density Residential uses. The primary existing light sources in the Project vicinity are generated by the surrounding residential neighborhoods, church, and the streetlights.

Topography is relatively flat and there are no natural drainages in the immediate area surrounding the Project. The Fresno River, approximately 0.5 miles to the north, the San Joaquin River, approximately 9.5 miles to the south, and the foothill region of the Sierra Nevada, approximately 30 miles to the northeast, are the nearest significant topographic reliefs. There are no state or county designated scenic highways, historical buildings, or properties present in the Project vicinity.

4.1.2 Impact Assessment

a) Would the Project have a substantial adverse effect on a scenic vista?

No impact. Scenic vistas are generally interpreted as long-range views of a specific scenic feature (e.g., open space, mountain ridges, ocean views). The Project is not located near a scenic vista, nor does the Project provide notable scenic values such as undisturbed open space, prominent landforms, or features per the discussion under Environmental Setting, above. The Project would not result in the obstruction of federal, State, or locally classified scenic areas, historic properties, community landmarks, or formally classified scenic resources, such as a scenic highway, national or State scenic area, or scenic vista. Therefore, there would be *no impact*.

b) Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No impact. The Project is not located along a State-designated Scenic Highway.² Furthermore, there are no notable trees, rock outcroppings, or historical buildings on or near the Project that would be affected, and the Project would not alter long-range views to ridgelines or other natural features. Therefore, there would be *no impact*.

c) In non-urbanized areas, would the Project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the Project is in an urbanized area, would the Project conflict with applicable zoning and other regulations governing scenic quality?

Less than significant impact. Construction of the proposed Project would represent a change in the existing visual character of the Project site and its surroundings; however, the Project would not substantially degrade the existing visual character or quality of the site and its surroundings. The site was previously developed and reconstruction of the property would not significantly alter scenic quality of the area. Nor would the Project conflict with applicable zoning and other regulations governing scenic quality. The Project would have a *less than significant impact* on visual character.

d) Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than significant impact. Development of the site would introduce new sources of light and glare. The site is within an urbanized area which has existing sources of light and glare, such as headlights and windshields of cars passing the Project site. Lighting sources within the Project's vicinity provide for traffic safety and security, as well as contribute visually to the developed landscape. Existing light sources within the Project's vicinity currently affect day and nighttime views in the Project area to a degree equal to or greater than the light sources proposed by the Project. Compliance with California Building Code (Title 24, California Code of Regulations) standards would ensure that light and glare impacts from the proposed Project would be *less than significant*.

² California Department of Transportation website, Officially Designated State Scenic Highways, http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/, accessed April 2021.

4.2 Agriculture and Forestry Resources

Would the Project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.2.1 Environmental Setting

Pursuant to the California Department of Conservation, the Project site is located on land identified as “Vacant or Disturbed Land”.³ Vacant land is defined as an area of open fields that may have been disturbed and do not qualify for an agricultural category. Neither the Project site nor surrounding properties are subject to a Williamson Act contract. As a result of the Project, the site would be designated and zoned for residential uses in both the City’s General Plan and Zoning Code.

³ California Department of Conservation, California Important Farmland Finder, <https://maps.conservation.ca.gov/planning/DataViewer/California> Important Farmland: 2016, accessed April 2021.

4.2.2 Impact Assessment

- a) Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No impact. The Project would not convert land classified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (as shown on the maps mentioned above, prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency) to non-agricultural use. Therefore, there would be *no impact*.

- b) Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No impact. The Project would not conflict with existing zoning for agricultural use and there are no Williamson Act contracts affecting the Project site or surrounding properties. Therefore, there would be *no impact*.

- c) Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No impact. Neither the Project site nor surrounding properties are defined as forest land (as defined by Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)). The Project site is located on a previously developed lot zoned for residential use. Therefore, there would be *no impact*.

- d) Would the Project result in the loss of forest land or conversion of forest land to non-forest use?

No impact. The Project site neither contains nor is adjacent to forested lands. Furthermore, the Project site and its adjacent lands are not designated or zoned for timberland or timberland protection. Thus, the Project would not conflict with or result in the loss of forest land or conversion of forest land to a non-forest use. Therefore, there would be *no impact*.

- e) Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No impact. As described above, the Project is located on a previously developed lot and is zoned for residential use. As a result, the proposed Project would not introduce changes in the existing environment that would result in the conversion of Farmland to a non-agricultural use or conversion of forest land to a non-forest use. Therefore, there would be *no impact*.

4.3 Air Quality

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.3.1 Environmental Setting

The Project site is located within the San Joaquin Valley Air Basin (SJVAB). The SJVAB, which occupies the southern half of California’s Central Valley, is under the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). Other air quality regulatory agencies that share responsibility with regulating SJVAB’s air quality to ensure that all state and federal ambient air quality standards are attained within the SJVAB include the California Air Resources Board (CARB) and the United States Environmental Protection Agency (USEPA). The SJVAPCD, which is responsible for the attainment of state and federal air quality standards in the SJVAB, develops rules, regulations, and policies to comply with applicable state and federal air quality legislation.

The SJVAPCD air quality-related planning documents, rules, and regulations applicable to this Project include:

Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI). The GAMAQI provides assistance in evaluating potential air quality impacts of projects in the SJVAB, by providing guidance on evaluating short-term (construction) and long-term (operational) air emissions. The GAMAQI provides criteria and thresholds for determining whether a project may have a significant adverse air quality impact, specific procedures and modeling protocols for quantifying and analyzing air quality impacts, methods to mitigate air quality impacts, and information for use in air quality assessments and environmental documents. The thresholds of significance are summarized, as follows:

Short-Term Emissions of Particulate Matter (PM₁₀): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with Regulation VIII as listed in the SJVAPCD guidelines are not incorporated or implemented, or if Project-generated emissions would exceed 15 tons per year (TPY) or 100 pounds per day.

Short-Term Emissions of Ozone Precursors (ROG and NO_x): Construction impacts associated with the proposed Project would be considered significant if the Project generates emissions of Reactive Organic Gases (ROG) or NO_x that exceeds 10 TPY or 100 pounds per day.

Long-Term Emissions of Particulate Matter (PM₁₀): Operational impacts associated with the proposed Project would be considered significant if the Project generates emissions of PM₁₀ that exceed 15 TPY or 100 pounds per day.

Long-Term Emissions of Ozone Precursors (ROG and NO_x): Operational impacts associated with the proposed Project would be considered significant if the Project generates emissions of ROG or NO_x that exceeds 10 TPY or 100 pounds per day.

Conflict with or Obstruct Implementation of Applicable Air Quality Plan: Due to the region's nonattainment status for ozone, PM_{2.5}, and PM₁₀, if the Project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM₁₀ would exceed the SJVAPCD's significance thresholds, then the Project would be considered to conflict with the attainment plans. In addition, if the Project would result in a change in land use and corresponding increases in vehicle miles traveled, the Project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans.

Local Mobile-Source CO Concentrations: Local mobile source impacts associated with the proposed Project would be considered significant if the Project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e. 9.0 ppm for 8 hours or 20 ppm for 1 hour).

Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than 1.

Odor impacts associated with the proposed Project would be considered significant if the Project has the potential to frequently expose members of the public to objectionable odors.

Rule 2280 Portable Equipment Registration. Portable equipment used at project sites for less than six consecutive months must be registered with the SJVAPCD. The SJVAPCD will issue the registration 30 days after receipt of application.

Rule 8011 General Requirements: Fugitive Dust Emission Sources. Operations, including construction operations, must control fugitive dust emissions in accordance with SJVAPCD Regulation VIII. The SJVAPCD requires the implementation of control measures for fugitive dust emissions. For projects in which construction-related activities would disturb equal to or greater than one (1) acre of surface area, the SJVAPCD recommends that demonstration of receipt of an SJVAPCD approved "Dust Control Plan" or "Construction Notification Form," before issuance of the first grading permit, be made a condition of approval.

Rule 9510 Indirect Source Review. This rule requires project applicants to reduce operational emission of oxides of nitrogen (NO_x) by 33 percent of the project's operational baseline and 50 percent of the project's operational suspended particulate matter less than 10 microns in diameter (PM₁₀) emissions. Projects subject to SJVAPCD's District Rule 9510 are required to submit an Air Impact Assessment (AIA)

application to the SJVAPCD no later than applying for final discretionary approval of a proposed project, and to pay any applicable off-site mitigation fees before issuance of the first building permit.

Air quality is determined by the type and amount (concentration) of contaminants emitted into the atmosphere, the size and topography of the SJVAB, and its meteorological conditions. National and State air quality standards specify the upper limits of concentrations and duration in the ambient air for the following air pollutants: ozone (O₃), carbon monoxide (CO), nitrogen dioxide (NO₂), suspended particulate matter less than 10 microns in diameter (PM₁₀), suspended particulate matter less than 2.5 microns in diameter (PM_{2.5}), sulfur dioxide (SO₂) and lead (Pb). These pollutants are commonly referred to as “criteria pollutants.” The SJVAPCD also conducts monitoring for two other State standards: sulfates and visibility.

The SJVAPCD, together with the CARB, maintains ambient air quality monitoring stations in the SJVAB. The air quality monitoring station closest to the Project site is the Madera – 28261 Avenue 14 monitoring station. The pollutants monitored at this station are O₃, PM_{2.5}, and PM₁₀. Air quality trends for CO, NO₂, and SO₂ are not monitored at this air quality monitoring station. Madera County – Road 29½, north of Avenue 8 monitoring station monitors NO₂. The nearest station monitoring CO and SO₂ is in Fresno – 3727 North First Street.

The 2017 to 2019 monitoring results from these stations indicate the state 1-hour O₃ standard was exceeded 3 times in 2017, 2 times in 2018, and an unknown number of times 2019. Additionally, the State 8-hour O₃ standard was exceeded 29 times in 2017, 17 times in 2018, and unknown number of times in 2019. Furthermore, the federal 8-hour O₃ standard was exceeded 27 times in 2017, 14 times in 2018 and 10 times in 2019. The state PM₁₀ standard was exceeded 16 times in 2017 and 23 times in 2018. The CO, NO₂, and SO₂ standards were not exceeded in this area during the 3-year period.

The CARB is required to designate areas of the state as attainment, non-attainment, or unclassified for all state standards. An attainment designation for an area signifies that pollutant concentrations did not violate the standard for that pollutant in that area. A non-attainment designation indicates that a pollutant concentration violated that standard at least once, excluding those occasions when the violation was caused by an exceptional event, as defined in the criteria. An unclassified designation signifies that data does not support either an attainment or non-attainment status. The California Clean Air Act divides the air districts into moderate, serious, and severe air pollution categories, with increasingly stringent control requirements mandated for each category. The USEPA also designates areas as attainment, non-attainment, or classified. The air quality data are also used to monitor progress in attaining air quality standards.

The CARB has designated the SJVAB as being a severe non-attainment for 1-hour O₃, and non-attainment for 8-hour O₃, PM₁₀, and for PM_{2.5}. The CARB has designated the Air Basin as attainment for NO₂, SO₂, Pb, and as an attainment / unclassified area for CO and all other air contaminants.

The USEPA has designated the SJVAB as being an extreme non-attainment area for 8-hour O₃, and non-attainment for PM_{2.5}. USEPA has designated the SJVAB as attainment / unclassified for CO, NO₂, SO₂ and no designation / classification for PM. There is no federal standard for 1-hour O₃.

There are no stationary sources that generate air quality emissions on the Project site.

Short-term and long-term emissions associated with the Project were calculated using California Emissions Estimator Model (CalEEMod, Version 2016.3.2) based on Project information available. Emissions modeling

includes emissions generated by off-road equipment, haul trucks, and worker commute trips. All remaining assumptions were based on the default parameters contained in the model. Modeling assumptions and output files are included in [Appendix B](#).

4.3.2 Impact Assessment

- a) Would the Project conflict with or obstruct implementation of the applicable air quality plan?
- b) Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than significant impact. A quantified analysis of the Project’s short-term construction and long-term operational emissions was conducted using CalEEMod version 2016.3.2 based on information available. According to the CalEEMod results, the Project would not exceed established emissions thresholds and would have a **less than significant impact** on air quality for both short-term construction and long-term operational activities, as shown in [Table 4-1](#) and [Table 4-2](#), respectively.

Table 4-1. Unmitigated Short-Term Construction-Generated Emissions of Criteria Air Pollutants

Source	Annual Emissions (Tons/Year)					
	ROG	NO _x	CO	PM ₁₀	PM _{2.5}	SO _x
Maximum Annual Emissions ¹	0.3618	1.3752	1.4027	0.0956	0.0732	2.5800e-003
<i>SJVAPCD Significance Thresholds</i>	10	10	100	15	15	27
Exceed Thresholds?	No	No	No	No	No	No

1. Emissions were quantified using CalEEMod Output Files Version 2016.3.2. Refer to Error! Reference source not found. for modeling results and assumptions. Totals may not sum due to rounding.

Table 4-2. Unmitigated Long-Term Operational Emissions of Criteria Air Pollutants

Source	Annual Emissions (in Tons)					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Maximum Annual Emissions ¹	0.1461	0.1124	0.6541	1.7800e-003	0.1360	0.0585
<i>SJVAPCD Significance Thresholds</i>	10	10	100	27	15	15
Exceed Thresholds?	No	No	No	No	No	No

1. Emissions were quantified using CalEEMod Output Files Version 2016.3.2. Refer to Error! Reference source not found. for modeling results and assumptions. Totals may not sum due to rounding.

- c) Would the Project expose sensitive receptors to substantial pollutant concentrations?

Less than significant impact. The Air District has established a screening threshold of 100 pounds per day to determine whether or not a Health Risk Assessment would be necessary to analyze the health impacts of a project. The Project would not expose sensitive receptors to substantial pollutant concentrations. The nearest sensitive receptors to the Project site are single-family homes surrounding the Project site. John Adams Elementary School, Thomas Jefferson Middle School, and Harvest Christian Preschool & Daycare are located within one-half mile of the Project site. No hospitals or other sensitive receptors are within one-half mile of the Project site. While some sensitive receptor areas can be found near the Project site, the

Project would not exceed the established threshold (see **Table 4-3**). Therefore, there would be a **less than significant impact**.

Table 4-3. Maximum Daily Unmitigated Emissions of Criteria Air Pollutants

Source	Daily Emissions (in Pounds)					
	ROG	NOX	CO	SO ₂	PM ₁₀	PM _{2.5}
Construction – Summer ¹	36.3568	14.6452	13.3444	0.0246	6.4883	3.5443
Construction – Winter ¹	36.3559	14.6486	13.2798	0.0244	6.4883	3.5443
Operations – Winter ¹	1.1810	0.8439	7.6342	0.0212	1.3477	0.8709
Operations - Summer ¹	1.2513	0.8081	7.8846	0.0220	1.3477	0.8709
<i>SJVAPCD Significance Thresholds</i>	<i>100</i>	<i>100</i>	<i>100</i>	<i>100</i>	<i>100</i>	<i>100</i>
Exceed Thresholds?	No	No	No	No	No	No

1. Emissions were quantified using CalEEMod Output Files Version 2016.3.2. Refer to Error! Reference source not found. for modeling results and assumptions. Totals may not sum due to rounding.

d) Would the Project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than significant impact. During construction activities, construction equipment exhaust and application of asphalt, structural coating and other construction applications would temporarily emit odors. However, construction nor operation of the Project is anticipated to generate substantial odors that would affect a substantial number of people. Therefore, the Project would result in a **less than significant impact**.

4.4 Biological Resources

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.4.1 Environmental Setting

Neither the City of Madera General Plan nor its Environmental Impact Report (EIR) identified threatened or endangered species in the Project area. The EIR did identify the *Ambystoma Californinse* (California Tiger Salamander), the *Leptosiphon Serrulatus* (Madera Leptosiphon), and the *Lytta Molesta* (Molestan Blister Beetle) to the east of the Project site.

The Project site is a previously developed lot that used to contain a gym until a fire destroyed most of the buildings on the site. Because the site has been previously developed and subsequently razed, the likelihood of one of the animals or plants mentioned above being located on the site is low. The Project site is void of any natural features, such as seasonal drainages, riparian or wetland habitat, rock outcroppings, or other native habitat or associated species. No shrubs or trees are present on or immediately adjacent to the Project site. No wetlands were reported or observed on the site.⁴ Development of the site would not conflict with any local policies or ordinances protecting biological resources, or conflict with the provisions of an adopted Habitat Conservation Plan; Natural Community Conservation Plan; or other approved local, regional, or State habitat conservation plan.

4.4.2 Impact Assessment

- a) **Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

Less than significant impact. The Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. The Project site is previously developed, within an urban area and as a result there is little likelihood for any animal or plant species to be located on the Project site. Therefore, the Project would result in a **less than significant impact**.

- b) **Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

No impact. The Project site and its surroundings are absent of any riparian habitat, sensitive natural communities of special concern or of any critical habitat designated by the California Department of Fish and Wildlife or by the United States Fish and Wildlife Service as critical habitat essential for the preservation and recovery of state and/or federally listed plant or animal species. The Project would therefore not result in any direct or indirect impacts to riparian corridor, stream channel, or potentially viable habitat in which sensitive species could be found. Therefore, this Project would have **no impact**.

- c) **Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

⁴ Natural Wetlands Inventory, <https://www.fws.gov/wetlands/data/mapper.html>, accessed May 2021.

No impact. Project site soils are composed of loam to sandy loam texture. Soils have moderately course textures, moderate to high infiltration rates, and are moderate to well drained. The Project site is void of any vegetation and does not have the hydrology necessary to create wetlands. Further, no wetlands have been reported or observed on site. Therefore, the proposed Project would have ***no impact*** on federally protected wetlands as defined by Section 404 of the Clean Water Act.

- d) **Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

No impact. The Project site does not present any features of a river, creek, stream, or other form of water course, nor does the Project site include features of a wildlife corridor. The urban surroundings, busy roads, and domestic animals near the Project would be a deterrent to natural wildlife. Therefore, the Project would have ***no impact*** on the movement of any native resident or migratory fish or wildlife species or on an established native resident or migratory wildlife corridor.

- e) **Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No impact. There are no trees or vegetation within the Project site. The Project would not conflict with any applicable local policies or ordinances protecting biological resources and the City of Madera does not have a tree preservation ordinance. Therefore, this Project would have ***no impact***.

- f) **Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

No impact. Neither the Project site nor the immediate area surrounding the Project site are subject to an adopted or proposed local, regional, or state adopted habitat conservation plan (HCP), or similar types of conservation plans. Therefore, the Project would not conflict with the provisions of an adopted or proposed HCP or similar approved local, regional, or state habitat conservation plan. As such, the Project would have ***no impact***.

4.5 Cultural Resources

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.5.1 Environmental Setting

Based on the City of Madera General Plan and its Environmental Impact Report (EIR) dated April 29, 2009, no known recorded archeological sites or historic properties are within or in the immediate vicinity of the Project site. The EIR also did not indicate the presence of Native American traditional cultural place(s) within or adjacent to the Project site. As discussed more in [Section 4.18 Tribal Cultural Resources](#), numerous tribes within the area were contacted for formal consultation, none of which responded within the allowed response time for consultation.

4.5.2 Impact Assessment

a) Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

No impact. Based on the City of Madera General Plan Update EIR, the Project site and its surroundings are absent of any known historic properties. The Project has previously been developed and has had a structure on it since 1954. No historic properties would be affected by the proposed Project. Therefore, the Project would result in *no impact*.

b) Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less than significant impact. While no known archaeological deposits are present on the Project site, it is possible that unknown buried archaeological materials could be found during ground disturbing activities, including unrecorded Native American prehistoric archaeological materials. If such resources were discovered, the impact to archeological resources could be significant. General Plan Action Item HC-9.2 requires a condition of approval on all discretionary projects that the Planning Department be notified immediately if any prehistoric, archaeological, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior’s Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and

recommend appropriate action. Implementation of the required condition, in accordance with the provisions of Public Resources Code Section 21083.2, would reduce the impact to *less than significant*.

c) **Would the Project disturb any human remains, including those interred outside of dedicated cemeteries?**

Less than significant impact. There are no known formal cemeteries or known interments to have occurred on the Project site. Though unlikely, there is the possibility human remains may be present beneath the Project site. Should human remains be discovered during ground disturbing construction activities, such discovery could be considered significant. Any human remain encountered during ground disturbing activities are required to be treated in accordance with California Code of Regulations Section 15064.5(e), Public Resources Code Section 5097.98, and California Health and Safety Code Section 7050.5, which state the mandated procedures of conduct following discovery of human remains. Additionally, General Plan Action Item HC-9.2 requires a condition of approval on all discretionary projects that all construction must stop if any human remains are uncovered, and the County Coroner must be notified according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed. If human remains are determined to be of possible Native American descent, the Coroner shall notify the Native American Heritage Commission who will appoint a "Most Likely Descendent" and the local Native American Tribe representative to identify and preserve Native American remains, burial, and cultural artifacts. Implementation of the required condition and above-referenced sections would reduce the impact to *less than significant*.

4.6 Energy

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.6.1 Environmental Setting

The Project proposes to construct a new 15-unit apartment complex, while utilizing an existing building for four of the units. Construction of the apartment complex would consume energy and fuels through the transportation of materials by trucks, and by the use of construction equipment. Construction activities would use energy efficient practices and result in a new 15-unit apartment complex that complies with energy efficient standards. In addition, the Project would apply energy efficient standards during operation while residents are occupying the units.

4.6.2 Impact Assessment

- a) **Would the Project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?**

Less than significant impact. Fuel consumed by construction equipment would be the primary energy resource expended over the course of Project construction. For heavy-duty construction equipment, horsepower and load factor were assumed using default data from the CalEEMod model. Fuel use associated with construction vehicle trips generated by the Project was also estimated; trips include construction worker trips, haul trucks trips for material transport, and vendor trips for construction material deliveries. Fuel use from these vehicles traveling to the Project was based on (1) the projected number of trips the Project would generate (CalEEMod default values) and (2) default average trip distance by land use in the CalEEMod modeling system.

Construction is estimated to consume a total of 24,502 gallons of diesel fuel and 741 gallons of gasoline fuel.⁵ California Code of Regulations Title 13, Motor Vehicles, Section 2449(d)(2), Idling, limits idling times of construction vehicles to no more than 5 minutes, thereby precluding unnecessary and wasteful consumption of fuel because of unproductive idling of construction equipment. In addition, the energy

⁵ Emissions for the Project were quantified using CalEEMod Output Files Version 2016.3.2. Refer to **Appendix B** for modeling results and assumptions.

consumption for construction activities would not be ongoing as they would be limited to the duration of Project construction.

The development's anticipated annual energy consumption is approximately 75,247 kilowatt-hours and 2,120 therms of natural gas.⁶ Energy consumption of residential uses is currently governed by the 2019 California Building Code, Part 6 for the structure itself, and Title 20 of the California Code of Regulations for appliances. Energy consumption is anticipated to decrease over time as more energy efficient standards take effect and energy-consuming equipment reaches its end-of-life and necessitates replacement. The Project would have a *less than significant impact*.

b) Would the Project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than significant Impact. State and local authorities regulate energy use and consumption. These regulations at the State level are intended to reduce energy use and greenhouse gas (GHG) emissions. These include, among others, Assembly Bill (AB) 1493 – Light-Duty Vehicle Standards; California Code of Regulations Title 24, Part 6 – Energy Efficiency Standards; and California Code of Regulations Title 24, Parts 6 and 11 – California Energy Code and Green Building Standards. The Project is required to comply with all applicable regulations and would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. Therefore, this Project would have a *less than significant impact*.

⁶ Emissions for the Project were quantified using CalEEMod Output Files Version 2016.3.2. Refer to **Appendix B** for modeling results and assumptions.

4.7 Geology and Soils

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.7.1 Environmental Setting

The Project site is located in the central portion of the San Joaquin Valley. The San Joaquin Valley is part of the Great Valley Geomorphic Province topographic and structural basin bound on the east by the Sierra Nevada and the west by the Coast Range. The Sierra Nevada, a fault block dipping gently to the southwest, is composed of igneous and metamorphic rocks of pre-Tertiary age which comprise the basement complex beneath the Valley. The subsurface of the Project site and surrounding vicinity is characterized by a thick sequence of unconsolidated sediments. Subsurface material beneath the site is primarily composed of alluvial fan deposits and floodplain over-bank deposits including interbedded silts, sands, clays, and gravels. Project site soils are of sandy loam of moderately to excessively drained.

There are no known faults on the Project site or in the immediate area. The San Andreas fault and San Joaquin faults are approximately 87 and 49 miles west, respectively⁷. The Project site is subject to relatively low seismic hazards compared to many other parts of California. Potential ground shaking produced by earthquakes generated on regional faults lying outside the immediate vicinity in the Project area may occur. Due to the distance of the known faults in the region, no significant ground shaking is anticipated on this site. Seismic hazards on the built environment are addressed in the California Building Code (CBC) that is utilized by the City of Madera Building Department to monitor safe construction within the City limits.

The Project site and the greater City of Madera consists of lands with less than two percent slope grade, and therefore are not subject to landslides.

4.7.2 Impact Assessment

a) **Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**

a-i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

a-ii) Strong seismic ground shaking?

Less than significant impact. Ground shaking intensity is largely a function of distance from the earthquake epicenter and underlying geology. Generally, the City of Madera, which is located on deep alluvial and unconsolidated sediments, could experience strong shaking during a large earthquake. The most common impact associated with strong ground shaking is damage to structures. The CBC establishes minimum standards for structures located in regions subject to ground shaking hazard areas. Structures constructed on-site would be required by state law and City ordinances to be constructed in accordance with CBC and to adhere to all current earthquake construction requirements. The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving the rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. No

⁷ California Department of Conservation. Data Viewer. Website: <https://maps.conservation.ca.gov/cgs/DataViewer/>. Accessed May 2021.

known faults with evidence of historic activity cut through the valley soils in the Project area. Due to the geology of the Project area and its distance from active faults, the potential for loss of life, property damage, ground settlement, or liquefaction to occur in the Project area is considered minimal. The Project would be constructed on a previously developed site and would not result in the rupture of a known earthquake fault, or being in an area identified as having strong seismic ground shaking. Therefore, the Project would result in a *less than significant impact*.

a-iii) Seismic-related ground failure, including liquefaction?

Less than significant impact. The Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction. Liquefaction describes a phenomenon in which a saturated soil loses strength during an earthquake as a result of induced shearing strains. Lateral and vertical movement of the soil mass combined with loss of bearing usually results. Loose sand, high groundwater conditions (where the water table is less than 30 feet below the surface), higher intensity earthquakes, and particularly long duration of ground shaking are the requisite conditions for liquefaction. None of these conditions are present at the Project site. The Project site is previously developed and construction of a new apartment complex would not result in the increased likelihood for seismic related ground failure to occur, including liquefaction. Therefore, the Project would result in a *less than significant impact*.

a-iv) Landslides?

No impact. The Project site is generally flat, with no potential for landslides to occur. Due to the flat and level topography, the Project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides. Therefore, the Project would result in *no impact*.

b) Would the Project result in substantial soil erosion or the loss of topsoil?

Less than significant impact. Earthmoving activities associated with the Project would include excavation, trenching, grading, and construction. These activities could expose soils to erosion processes however, the extent of erosion would vary depending on slope steepness/stability, vegetation/cover, concentration of runoff, and weather conditions. The Project would disturb less than one acre of soil and would therefore not be required to complete a SWPPP (Storm Water Pollution Prevention Plan); however, since the Project site has relatively flat terrain with a low potential for soil erosion and would comply with the State Water Resources Control Board (SWRCB) requirements, the Project's impacts would be *less than significant*.

c) Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than significant impact. Due to the relatively flat topography of the Project site and greater surrounding area and distance from active faults, landslides, lateral spreading, subsidence, liquefaction or collapse are not considered a potentially significant geologic hazard. In addition, the Project would result in the construction of an apartment complex on a previously developed site. Project construction would not result in the likelihood for soil to become unstable through landslide, lateral spreading, subsidence, liquefaction, or collapse. Therefore, the Project would result in a *less than significant impact*.

d) Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than significant impact. The Project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) and would not create substantial direct or indirect risks to life or property. The Project soil types consist of loam to sandy loam textures. Therefore, the Project would result in a *less than significant impact*.

- e) **Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?**

No impact. The Project would connect to the City's sewer system and as a result would not require the construction or use of septic tanks or alternative wastewater disposal systems. Therefore, there would be *no impact*.

- f) **Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?**

Less than significant impact. There are no known unique paleontological resources or geological features on the Project site; however, during construction unique paleontological or geological resources could be unearthed. General Plan Action Item HC-9.2 requires a condition of approval on all discretionary projects that the Planning Department be notified immediately if any prehistoric, archaeological, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action. Implementation of the required condition, in accordance with the provisions of Public Resources Code Section 21083.2, would reduce the impact to *less than significant*.

4.8 Greenhouse Gas Emissions

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.8.1 Environmental Setting

Climate change is a public health and environmental concern around the world. Globally, temperature, precipitation, sea level, ocean currents, wind patterns, and storm activity are all affected by the presence of greenhouse gas (GHG) emissions in the atmosphere. Human activity contributes to emissions of six primary GHG gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Human-caused emissions of GHGs are linked to climate change.

In 2006, the California State Legislature adopted Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006, which aims to reduce GHG emissions in California. GHGs, as defined by AB 32, include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires the CARB, the State agency that regulates statewide air quality, to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020. The Air District adopted a 29 percent less than Business-As-Usual (BAU) threshold to meet the 2020 standard. A threshold of 1,100 metrics tons of carbon dioxide emissions (MTCO_{2e}) per year has also been used to demonstrate compliance with the targets set under AB 32.⁸

In 2016, Senate Bill (SB) 32 was adopted, which established a goal to achieve GHG emissions equivalent to 40 percent below 1990 statewide levels by 2030. No project-level reduction standard has been adopted to meet the 2030 standard established by SB 32. However, a target threshold of 660 MTCO_{2e} per year has been assumed for purposes of this analysis as an interim threshold of significance for 2030 in-lieu of an adopted project-level standard. The 660 MTCO_{2e} represents a 40 percent reduction of the 1,100 MTCO_{2e} per year threshold.

The Conservation Element of the 2009 City of Madera General Plan includes several goals, policies, and programs in the Air Quality, GHG Emissions, and Climate Change sections that address and promote practices that meet or exceed all State and federal standards and meet or exceed all current and future State-mandated targets for reducing GHG emissions. The City also requires applicants for all public and

⁸ As published in the Bay Area Air Quality Management District's CEQA Air Quality Guidelines. Available online at http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf

private development to integrate appropriate methods that reduce GHG emissions consistent with the Energy and Green Building sections of the Conservation Element, General Plan Policies CON-40 through 46.

4.8.2 Impact Assessment

a) Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than significant impact. The Project would generate GHG emissions and contribute to global warming. GHG emissions from construction activities are temporary, short-term emissions and therefore would not significantly contribute to long-term cumulative GHG emissions impacts of the Project. Long-term GHG emissions consist of vehicular emissions, the consumption of energy produced by carbon-based sources, and the decomposition of solid waste generated from the Project. According to the CalEEMod results for unmitigated short-term construction-generated and long-term operation emissions (see **Table 4-4** and **4-5**), the Project would not exceed the established threshold of significance. Therefore, construction emissions would be *less than significant*.

Table 4-4. Unmitigated Short-Term Construction-Generated GHG Emissions

Year	Emissions (MT CO ₂ e) ¹
Maximum Annual Emissions: 2022	216.6387
Amortized over 30 years	7.2213

1. Emissions were quantified using the CalEEMod, Version 2016.3.2. Refer to **Appendix B** for modeling results and assumptions. Totals may not sum due to rounding.

Table 4-5. Unmitigated Long-Term Operational GHG Emissions

	Emissions (MT CO ₂ e) ¹
Estimated Annual Operation CO ₂ e Emissions	153.8777
Amortized Construction Emissions	7.2213
Total Estimated Annual Operational CO ₂ e Emissions	161.099
SB 32 Consistency Threshold for Land-Use Development Projects ²	660
Exceed Threshold?	No

1. Emissions were quantified using the CalEEMod, Version 2016.3.2. Refer to **Appendix B** for modeling results and assumptions. Totals may not sum due to rounding.

2. Reduction by 40 percent of the MTCO₂e per year threshold as published in the Bay Area Air Quality Management District's CEQA Air Quality Guidelines. Available online at http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en Accessed April 2021.

b) Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than significant impact. Staff found that the Project is consistent with all General Plan policies, would incorporate solar photovoltaic panels as required by the 2019 version of Title 24, Part 6, is required to incorporate water-efficient landscaping, and is required to make the necessary road improvements. In addition, the Project would follow all standards and policies for reducing GHG as determined by the SJVAPCD. The Project would not conflict with an applicable plan, policy, or regulation adopted for the

purpose of reducing the emissions of GHGs. Therefore, the Project would have a *less than significant impact*.

4.9 Hazards and Hazardous Materials

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.9.1 Environmental Setting

The storage, use, generation, transport, and disposal of hazardous materials and waste are highly regulated under federal and State laws and regulations. Laws and regulations established by the United States Environmental Protection Agency (USEPA) are enforced by the California Environmental Protection Agency (CAL-EPA). CAL-EPA also oversees the unified hazardous waste and hazardous materials management regulatory program. California Health and Safety Code Section 25501 defines a hazardous material as “any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment.” Section 21092.6 of the CEQA Statutes requires the Lead Agency to consult the lists compiled pursuant to Government Code Section 65962.5 to determine whether a proposed project and any alternative are identified as contaminated sites.

The required lists include the California Department of Toxic Substance Control’s (DTSC) online EnviroStor database⁹ and the State Water Resources Control Board’s (SWRCB) online GeoTracker database¹⁰. These two databases include hazardous release sites, along with other categories of sites or facilities where known or suspected sources of contamination were identified. A search of DTSC’s EnviroStor and SWRCB’s GeoTracker database in April 2021 revealed no hazardous material release sites at the Project site or in the immediate vicinity.

4.9.2 Impact Assessment

- a) Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
- b) Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than significant impact. The Project would not involve the routine transport of hazardous waste, thus no impacts to the public or the environment would occur, and there are no known hazardous materials found on-site. Potential impacts during construction of the Project include potential spills associated with the use of fuels and lubricants in construction equipment. These potential impacts would be short-term in nature and would be reduced to less than significant levels through compliance with applicable local, state, and federal regulations, as well as the use of standard equipment operating practices. Project operations would consist of consumer grade pesticides, fertilizers, and petroleum-based fuels. These potentially hazardous materials, however, would not be of a type or occur in sufficient quantities to pose a significant hazard to public health and safety or the environment. Compliance with applicable laws and regulations would minimize hazards associated with the routine transport, use, or disposal of hazardous materials to the maximum extent practicable. Compliance with applicable laws and regulations would also minimize any potential release of hazardous materials into the environment. Therefore, impacts would be *less than significant*.

⁹ Department of Toxic Substances Control. EnviroStor. Website: <https://www.envirostor.dtsc.ca.gov/public/>. Accessed April 2021.

¹⁰ State Water Resources Control Board. GeoTracker. Website: <https://geotracker.waterboards.ca.gov/>. Accessed April 2021.

c) Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than significant impact. There are three schools, Thomas Jefferson Middle School, John Adams Elementary School, and Harvest Christian Preschool & Daycare, located within one quarter mile of the Project site. The Project is a residential apartment complex and would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste beyond typical construction activities associated with residential projects and detailed above. Therefore, there would be *less than significant impact*.

d) Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No impact. The Project site is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, it would not create a significant hazard to the public or the environment. Therefore, the Project would result in *no impact*.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the Project area?

No Impact. The Project is located inside Zone D of the Madera Municipal Airport Compatibility Policy Map of the 2015 Madera Countywide Airport Land Use Compatibility Plan. In Zone D, apartment buildings are listed as compatible uses. The project would therefore not result in any safety hazard or excessive noise for people residing or working in the Project area, and *no impact* would occur.

f) Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than significant Impact. The Project would not involve any material changes to public streets, roads, or evacuation infrastructure and it would not include the construction of any feature that might impair the implementation of any relevant emergency operation plan. Moreover, the Project would not change existing emergency response and rescue access routes within the City or County of Madera. Therefore, there would be a *less than significant impact*.

g) Would the Project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No impact. The Project site is not located within an area of moderate, high, or very high Fire Hazard Severity for the Local Responsibility Area, nor does it contain any areas of moderate, high, or very high Fire Hazard Severity for the State Responsibility Area.¹¹ Therefore, there would be *no impact*.

¹¹ Cal FIRE. Fire Hazard Severity Zones Maps. Website: <https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>. Accessed April 2021.

4.10 Hydrology and Water Quality

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.10.1 Environmental Setting

The City of Madera is within the San Joaquin River watershed and Basin Hydrological Study Area covering roughly 13,500 square miles, or approximately the southern two-thirds of the San Joaquin Valley. The San Joaquin River watershed is divided into numerous hydrologic areas and subareas. The Madera hydrologic area encompasses the southwestern and northwestern portions of the City and extends northwest to the City of Chowchilla, draining into the Fresno River and its tributaries. The Fresno River is the main hydrologic feature in the City. The river flows west from the Sierra Nevada Mountain Range before entering the Chowchilla Bypass in western Madera County. The Fresno River is dry throughout most of the year, with flows depending mainly on water releases from upstream water agencies.¹²

The City of Madera is not within or adjacent to the boundaries of a sole source aquifer. The nearest sole source aquifer is the Fresno County Sole Source Aquifer, located approximately 8 miles to the south. Because the Project would result in less than 1 acre in disturbed land, a SWPPP is not required to be completed.

FEMA FIRM Panel No. 06039C1155E (September 26, 2008) indicates that the Project site is located in Zone X,¹³ an area of minimal flood hazard. Zone X is an area designated with a 0.2 percent chance of flooding annually.

4.10.2 Impact Assessment

a) **Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

Less than significant impact. Clearing, grading, excavation, and construction activities have the potential to impact water quality through soil erosion and increased silt and debris discharged into runoff. Additionally, the use of construction materials such as fuels, solvents, and paints may present a risk to surface water quality. Temporary storage of construction material and equipment in work areas or staging areas could create the potential for a release of hazardous materials, trash, or sediment to the storm drain system. The Project would also be required to employ the Best Management Practices (BMPs) as appropriate during construction activities to address potential erosion and degradation of water quality.

Upon completion of the Project, stormwater would runoff into the permeable ground on site or into the City's stormwater system. The Project would be required to implement applicable portions of the City's Storm Water Quality Management Program, ensuring that effective and adequate Best Management Practices would be in place to minimize the pollutant load in storm drainage, thereby protecting surface water quality. In addition, implementation of General Plan policies would further protect surface quality by requiring the Storm Water Quality Management Program to be updated to include newly available best management practices. The Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality. Therefore, the Project impacts would be ***less than significant impact***.

¹² City of Madera, City of Madera General Plan Update, Draft Environmental Impact Report, p4.9-1.

¹³ Federal Emergency Management Agency. Flood Insurance Rate Map, Madera County and Incorporated Areas, Panel 1155 of 1385. Accessed April 2021.

- b) **Would the Project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin?**

Less than significant impact. The proposed 15-unit apartment complex is within the City's water service area. According to the 2015 Urban Water Management Plan (UWMP), each person uses an average of 196 gallons of water each day. With an average 3.87 persons per household (58 persons) per the Madera Housing Element, the Project would be expected to use approximately 11,368 gallons of water per day under normal operation, including domestic and landscape irrigation. This equates to approximately 12.5-acre feet per year (AFY). With a 2020 population of 65,415 per the California Department of Finance, water consumption without the Project is estimated to be approximately 14,290 AFY. The 2015 UWMP anticipated having a 2020 minimum supply of 15,700 AFY. Groundwater collected on the Project site would be moved through drainage systems to the Madera Irrigation District Canal, which serves as the collection basin for the Project site. Water would recharge through the canal and recharge the groundwater basin. Therefore, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin and the impacts would be *less than significant*.

- c) **Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**

i) result in substantial erosion or siltation on- or off-site;

Less than significant impact. The Project site does not contain any waterways and therefore implementation of the Project would not alter the course of a stream or river. However, the Project would require grading or soil exposure during construction. If not controlled, the transport of these materials via local stormwater systems into local waterways could temporarily increase sediment concentrations. To minimize this impact, the proposed Project would be required to comply with all of the requirements of the Storm Water Quality Management Program and Best Management Practices prior to start of construction activities. Mandatory compliance with state regulations would ensure that impacts from erosion and siltation would be *less than significant impact*.

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

Less than significant impact. The Project would substantially increase the amount of impervious surface area on the Project site with the construction of parking lots, apartment units, sidewalks, and driveways. However, the requirement to construct curb and gutters, and to direct drainage to the Madera Irrigation District Canal will ensure impacts to flooding on- or off-site would be *less than significant*.

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

Less than significant impact. The Project would alter the existing drainage pattern of the site or area. While the site used to have a large building located on it with an impervious surface, a fire caused the demolition of most of the built-up and impervious areas. This Project would reintroduce a large amount of impervious surfaces to the site. Storm runoff has been required by the City Engineer to drain into the Madera Irrigation

District Canal. The Project would be required to comply with the City's Master Plan, ordinances, and standard practices for stormwater drainage. Therefore, the Project impacts would be *less than significant*.

iv) impede or redirect flood flows?

Less than significant impact. All Project-related storm flows and runoff would be captured on-site and percolated in the existing soil base or conveyed to the Madera Irrigation District Canal. The Project would not impede any flood flows and would redirect off-site flood flows to be consistent with the City's Storm Drainage Master Plan to the Madera Irrigation Canal. Therefore, the Project impacts would be *less than significant*.

d) Would the Project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to Project inundations?

No impact. The Project is not located in flood hazard, tsunami, or seiche zones and it will not risk the release of pollutants due to Project inundation. As discussed above, the Project is located in FEMA flood zone X, an area with minimal risk of flooding. Therefore, there would be *no impact*.

e) Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than significant impact. The City of Madera, and thus the Project, is located in the Madera Subbasin. The City of Madera adopted the Joint Groundwater Sustainability Plan (GSP) in January 2020. The GSP includes two City of Madera projects, which include the installation of water meters and the construction of Berry Basin, a groundwater recharge basin¹⁴. The basin is currently under construction and the Project is required to install water meters. Therefore, the Project would not conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan. Therefore, there would be a *less than significant impact*.

¹⁴ Madera Subbasin Coordination Committee. Madera Subbasin Sustainable Groundwater Management Act Joint Groundwater Sustainability Plan. January 2020. Website: <https://sgma.water.ca.gov/portal/gsp/preview/21>. Accessed April 2021.

4.11 Land Use and Planning

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.11.1 Environmental Setting

The Project site is within the City limits. The site is designated in the City’s General Plan as Commercial and is zoned R3 (One unit per 1,800 sq ft) and R1 (One unit per each 6,000 sq ft). The planned land use designation and zone district are not currently consistent. As part of the Project, General Plan Amendment 2020-01 would amend the land use designation of the Project site to High Density Residential and Rezone 2021-01 would change the zone district of the northern one-quarter of the Project site from the R1 zone district to the R3 zone district. The remainder of the Project site is currently zoned R3. The resulting R3 zone district would be consistent with the resulting High Density Residential land use designation and would allow for the construction of the proposed 15-unit apartment complex.

The Project would be located on a site that is substantially surrounded by single family residences. The addition of an apartment complex would introduce a residential use to an area that would be aligned with the goal and intent of the Project site’s zone district.

4.11.2 Impact Assessment

a) Would the Project physically divide an established community?

No impact. The Project would not physically divide an established community. The Project is located on a previously developed site that was destroyed due to fire damage. The completion of the Project would redevelop the vacant lot within an existing neighborhood with no significant alterations to the surrounding infrastructure systems. Therefore, there would be *no impact*.

b) Would the Project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than significant impact. The Project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Project would change the land use designation from Commercial to High Density Residential, which would be consistent with the proposed R3 zone district and would support the Project. The Project is required to comply with all applicable General Plan policies and regulations that avoid or mitigate environmental effects. Therefore, there would be a *less than significant impact*.

4.12 Mineral Resources

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.12.1 Environmental Setting

The California Geological Survey (CGS) is responsible for the classification and designation of areas within California containing or potentially containing significant mineral resources. The CGS classifies lands into Aggregate and Mineral Resource Zones (MRZs) based on guidelines adopted by the California State Mining and Geologic Board, as mandated by the Surface Mining and Reclamation Act of 1975. These MRZs identify whether known or inferred significant mineral resources are presented in areas. Lead agencies are required to incorporate identified MRZs resource areas delineated by the state into their general plans.¹⁵ According to the findings of the City of Madera General Plan Update EIR, the Project site does not have the potential to affect the availability of any state or locally designated mineral resource.

4.12.2 Impact Assessment

- a) **Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

No impact. The Project site is not identified as containing any mineral deposits by the Madera General Plan. The City of Madera is classified as an area containing aggregate materials; however, the Project site is in an urban built-up environment and has previously been developed.¹⁶ Therefore, the Project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. In addition, the site has been previously developed and disturbed. Therefore, there would be *no impact*.

- b) **Would the Project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?**

No impact. The Project site is not identified as containing any mineral deposits by the Madera General Plan. The City of Madera is classified as an area containing aggregate materials; however, the Project site is in an

¹⁵ Public Resources Code, Section 2762(a)(1).

¹⁶ California Department of Conservation. Mineral Land Classification. Website: <https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc>. Accessed September 2021.

urban built-up environment and has previously been developed.¹⁷ Therefore, the Project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. In addition, the site has been previously developed and disturbed. As such, there would be *no impact*.

4.13 Noise

Would the Project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.13.1 Environmental Setting

The Project site is substantially surrounded by single-family residential homes. Thomas Jefferson Middle School is located less than a quarter mile to the east, and John Adams Elementary School is located less than a quarter mile to the south. Directly across Orchard Avenue, to the west of the Project site, is Sunset Avenue Church of Christ. Noise levels may be heightened by additional traffic in the area during pick up and drop off times for the two schools in the area and during service times of the church.

¹⁷ California Department of Conservation. Mineral Land Classification. Website: <https://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=mlc>. Accessed September 2021.

4.13.2 Impact Assessment

- a) Would the Project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than significant impact. The proposed Project would require the utilization of large construction equipment, including rollers, pavers, dozers, and graders. This type of equipment can have noise levels exceeding General Plan noise standards for residential land uses when measured 50 feet away from the noise source. General Plan Policies N-5, N-6, and MMC Section 3-11.02(B) requires the reduction of noise, including construction noise, to acceptable levels. Construction is limited to between the hours of 7 am and 8 pm, which is consistent with the City noise ordinance and General Plan Policy N-6. Therefore, construction-related noise impacts would remain *less than significant*.

- b) Would the Project result in generation of excessive ground borne vibration or ground borne noise levels?

Less than significant impact. The Project site is surrounded by single-family homes to the north, east, and south, and the Sunset Avenue Church of Christ to the west. Construction of the Project is restricted to between the hours of 7 am and 8 pm, consistent with the City's noise ordinance and General Plan Policy N-6. The Federal Highway Administration (FHWA) has compiled noise measurement data regarding the noise-generating characteristics of various types of construction equipment. Typical background vibration decibel (VdB) levels measured from 50 feet away, according to the Federal Transit Administration (FTA) are approximately 50 VdB, with a level of 100 VdB resulting in minor cosmetic damage to fragile buildings. For infrequent events, such as construction, impacts would be significant to residences, the nearest sensitive receptor, if they exceed 80 VdB. Vibration velocity levels are typically not additive.¹⁸ Bulldozers generate approximately 58 VdB when measured 25 feet away. Given the type of equipment expected to be found during construction, it is not anticipated the Project would generate excessive ground-borne vibration or ground-borne noise levels. Therefore, the Project would have a *less than significant impact*.

- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?

No impact. The Project is located within Zone D of the Madera Municipal Airport Compatibility Policy Map of the 2015 Madera Countywide Airport Land Use Compatibility Plan. In Zone D, apartment buildings are listed as compatible uses. Noise levels emitted from operation of the Airport in Zone D would not be excessive for those residing in the Project area. Therefore, the Project would result in *no impact*.

¹⁸ Federal Transit Administration. Transit Noise and Vibration Impact Assessment Manual. Website: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf. Accessed May 2021.

4.14 Population and Housing

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.14.1 Environmental Setting

The Project site is located on a previously developed lot that experienced fire damage. The Project would construct a 15-unit apartment complex on the site. The site is surrounded by single-family homes to the north, east, and south, and the Sunset Avenue Church of Christ to the west. The Project would result in the introduction of new housing to the area and as a result would increase the population.

4.14.2 Impact Assessment

- a) **Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Less than significant impact. Implementation of the Project would result in the construction of 15 new apartment units for the area. The Housing Element’s most recent estimate was approximately 3.87 persons per household, a population growth of approximately 58 persons within the Project. The General Plan considered a General Plan population estimate of 68,088 people by year 2030. As of January 1, 2021, the City’s population was 66,172. The Project, once approved, would be consistent with the goals and objectives of the City’s Housing Element and consistent with infrastructure needed for development anticipated under the General Plan. While the Project would make changes to the land use plan, the introduction of increased housing would be consistent with the Housing Element’s goals and would aid in the City meeting its Regional Housing Needs Assessment requirements. In addition, the Project would be constructed on an infill site, which would connect to existing infrastructure and not require the extension or expansion of infrastructure. Therefore, the Project would have a **less than significant impact**.

b) Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No impact. The proposed Project site is a previously developed lot that has experienced fire damage. There are no existing homes on the site. The proposed Project would not displace substantial numbers of existing people or housing and would not necessitate the construction of replacement housing elsewhere. Therefore, there would be *no impact*.

4.15 Public Services

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities (i.e., landfills)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.15.1 Environmental Setting

Fire, emergency, medical, and police protection services for the Project site is provided by the City of Madera and augmented through contracts with other agencies and service providers. The City of Madera has a contract with CalFire to provide management and staffing of the City’s fire stations and equipment. Ambulance services are provided by a private contractor. The nearest ambulance contractor site is Pistoresi Ambulance, located approximately 3,000 feet to the southeast. Madera City Fire Department 57 is located approximately 4,000 feet to the southwest of the Project site, while the Madera Police Department is located approximately 1.35 miles to the east. The Project site is located within the Madera Unified School District. The District oversees pre-K through 12 education services. Parks are operated and maintained by the City of Madera. Currently, Lions Town & Country Park is the only publicly maintained park within 1 mile of the Project site. There are several public and private schools within 1 mile of the Project site, including John Adams Elementary 900 feet to the south and Thomas Jefferson Middle School 800 feet to the east.

4.15.2 Impact Assessment

- a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection:

Less than significant impact. Implementation of the Project is not expected to result in a need for increased staff for the fire department, nor would it alter response times for the Project site due to the Project's size. Fire access and the amount of fire extinguishers on the site would be conditioned to comply with the California Fire Code requirements. Therefore, the Project would have a **less than significant impact**.

Police Protection:

Less than significant impact. The Project is not expected to result in an any additional hiring of police department staff due to the Project's size. Response times for the site would remain relatively the same before and after construction. Therefore, the Project would have a less than significant impact on police facilities and would not warrant the need for new or physically altered police facilities to maintain acceptable service ratios and meet performance objectives. The Project is required to pay all applicable impact fees, including those to offset impacts to police facilities. Therefore, the Project would have a **less than significant impact**.

Schools:

Less than significant impact. The Project is located in the Madera Unified School District. The District has provided comments on the Project, stating that they would expect a student generation of approximately nine students based on the size of the Project. The additional potential students to any of the schools serving the Project site would not result in the school reaching capacity. California Government Code Sections 65995(h) and 65996(b) specifically set forth that payment of developer impact fees provide full and complete school facilities mitigation. Therefore, the Project would have **less than significant impact** on school facilities.

Parks:

Less than significant impact. The Project would result in approximately 58 residents using the latest Housing Element people per household ratio of 3.87. The nearest park to the Project site is Lions Town & Country Park, approximately 3,200 feet to the southwest. General Plan Policy PR-1 states that the City shall develop and maintain a complete system of public parks distributed throughout the City that provides opportunities for passive and active recreation at a minimum of 3 acres per 1,000 residents. The City currently has 324.47 acres of parkland¹⁹. With a 2021 population of 66,172 and the addition of 58 residents, the total amount of parkland required is 196.97 acres. The Project is also required to provide 500 feet of open space on-site for every unit constructed. In addition, the Project would have to pay a park impact fee to the City,

¹⁹ City of Madera. Website: <https://www.madera.gov/home/departments/parks-community-services/parks-trails/>. Accessed April 2021.

calculated on a per unit basis. The City has sufficient park space and therefore the Project would have a *less than significant impact* on parks.

Landfills:

Less than significant impact. The Project site would be served by the Fairmead Solid Waste Disposal Site for its solid waste. The landfill has a maximum permitted capacity of 9,400,000 cubic yards, with last reported remaining capacity of 5,552,894 cubic yards. The Project would not result in the generation of enough solid waste to put a significant amount of stress on the landfill’s ability to collect solid waste for its service area. Therefore, the Project would have a *less than significant impact* on landfills.

4.16 Recreation

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.16.1 Environmental Setting

Currently Lions Town & Country Park is the only publicly maintained park within one mile of the Project site. There are several public schools within one mile of the Project site that could be used for recreation. This includes John Adams Elementary 900 feet to the south, and Thomas Jefferson Middle School 800 feet to the east. General Plan Policy PR-1 states that the City shall develop and maintain a complete system of public parks distributed throughout the City that provides opportunities for passive and active recreation at a minimum of three acres per 1,000 residents. The City currently has 324.47 acres of parkland²⁰. With a 2021 population of 66,172, there are about 4.9 acres per 1,000 residents provided.

²⁰ City of Madera. Website: <https://www.madera.gov/home/departments/parks-community-services/parks-trails/>. Accessed April 2021.

4.16.2 Impact Assessment

- a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less than significant impact. Increased demand for existing parks or other recreational facilities is typically driven by an increase in population. The proposed Project, a 15-unit apartment complex, would result in a net increase of residents at the Project site. However, the addition of the Project would result in a parks ratio of approximately 4.9 acres per 1,000 residents, which exceeds the City’s threshold of three acres per 1,000 residents. Therefore, the Project would not contribute to the substantial deterioration of existing facilities. In addition, the Project would be required to pay the City’s park impact fee, contributing to the care and maintenance for parks within the city. Therefore, there is *less than significant impact*.

- b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less than significant impact. Increased demand for existing parks or other recreational facilities is typically driven by an increase in population. The proposed Project, a 15-unit apartment complex, would result in a net increase of residents at the Project site. This is not expected to be a substantial increase in population that would significantly result in the deterioration of a recreational facility or result in the need for the construction of a new recreational facility. In addition, the Project would be required to pay the City’s park impact fee, contributing to the care and maintenance for parks within the City. Therefore, there is a *less than significant impact*.

4.17 Transportation

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)??	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.17.1 Environmental Setting

The Project site is served by a network of local and arterial streets. Site access would be provided by Orchard Avenue to the west with no direct access from Sunset Avenue. An existing alley also abuts the site to the west though no vehicular access is proposed from the alley. No streets would be required to be constructed in order to complete this Project. The project would utilize existing pedestrian facilities along both Orchard and Sunset Avenues.

4.17.2 Impact Assessment

- a) **Would the Project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?**

Less than significant impact. The Project would not conflict with any program plan, ordinance, or policy addressing the circulation system, including transit, roadway, and bicycle and pedestrian facilities. The Project is required to submit improvement plans, including roadway improvements, for review and approval by the City Engineer to ensure improvements will be consistent with City standards. Therefore, there would be a *less than significant impact*.

- b) **Would the Project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?**

Less than significant impact. The Project is located in Transportation Analysis Zone (TAZ) 2559 of the California Statewide Travel Demand Model (CSTDm)²¹, which has an average home-based vehicle mile traveled (VMT) per capita of 8.75. The regional home-based VMT per capita is 16.57. The Office of Planning and Research (OPR) has stated that a development project whose VMT per capita is less than 15 percent of the regional or citywide average should have a less than significant impact²². The TAZ in which the Project is located is approximately 47 percent below the countywide average and the Project would not conflict with or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). Therefore, there would be a *less than significant impact*.

- c) **Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

Less than significant impact. Site access would be provided directly from two points of access from Orchard Avenue. The Project would not result in a substantial increase in hazards due to a geometric design feature or incompatible use. Compliance will be confirmed during review and approval of the required improvement plans by the City Engineer. Therefore, the Project would result in a *less than significant impact*.

- d) **Would the Project result in inadequate emergency access?**

Less than significant impact. Construction activities could cause impediments such as truck deliveries, hauling materials, and construction crews. However, emergency access would be maintained. While the

²¹ CalTrans. SB 743 VMT Impact Assessment. Website: <https://dot.ca.gov/programs/transportation-planning/multi-modal-system-planning/statewide-modeling/sb-743-vmt-impact-assessment>. Accessed May 2021.

²² Governor's Office of Planning and Research. Technical Advisory on Evaluating Transportation Impacts in CEQA. Website: https://opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf. Accessed May 2021.

City of Madera does not have an emergency operations plan, Madera County does. The Project would be constructed and operate in accordance with the Madera County Emergency Operations Plan²³. Therefore, the Project would result in a *less than significant impact*.

4.18 Tribal Cultural Resources

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.18.1 Environmental Setting

A previous sacred lands search completed for General Plan Environmental Impact Report (EIR) did not identify any sensitive Native American cultural resources either within or near the Project site. As discussed in [Section 2.1.12 Consultation with California Native American Tribes](#) above, Public Resources Code Section 21080.3.1, *et seq.* (codification of AB 52, 2013-14)) requires that a lead agency, within 14 days of determining that it will undertake a project, notify in writing any California Native American Tribe

²³ Madera County. Madera County Emergency Plans. Website: <https://www.maderacounty.com/government/sheriff/office-of-emergency-services/county-emergency-plans>. Accessed August 2021.

traditionally and culturally affiliated with the geographic area of the Project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the Project and inquire whether the Tribe wishes to initiate a request for formal consultation. In addition, the Project is subject to Government Code Section 65352.3 (Senate Bill 18) as a result of the General Plan Amendment required for the Project. Tribes have 30 and 90 days respectively from receipt of notification to request formal consultation. Letters for requests for consultation were sent to nine tribes in the area in accordance with Assembly Bill (AB) 52 and Senate Bill (SB 18). The list of tribes to be contacted was provided by the Native American Heritage Commission and included: the Dumna Wo-Wah Tribal Government, the Chicken Ranch Rancheria of Me-Wuk Indians, the North Fork Mono Tribe, the North Valley Yokuts Tribe, the Picayune Rancheria of Chukchansi Indians, the Southern Sierra Miwuk Nation, the Tule River Indian Tribe, the Big Sandy Rancheria of Western Mono Indians, the Wuksache Indian Tribe / Eshom Valley Band. Letters were sent out May 26, 2021 and no responses were received within the required 30- and 90-day periods for formal consultation under AB 52 and SB 18, respectively (see [Appendix C](#)).

4.18.2 Impact Assessment

- a) **Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**
- i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or*

No impact. The Project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and the Project is not listed or eligible for listing in the California Register of Historical Resources (CRHR), or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). As described above, no known tribal cultural resources have been identified (as defined in Section 21074) within the Project area. Therefore, the Project would **not impact** the significance of a tribal cultural resource that is either listed in, or eligible for listing in, the CRHR, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

- ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.*

Less than significant impact. The Project site is not a resource determined by the lead agency (City of Madera), in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. The Project site is not listed as a historical resource in the California Register of Historical Sources. As described above, no known tribal cultural resources have been identified (as defined in Section 21074) within the Project area, and no substantial information has been provided to the City to indicate otherwise. However, it is possible that unknown

buried archaeological materials could be found during ground disturbing activities, including unrecorded Native American materials. If such resources were discovered, the impact to cultural resources could be significant. General Plan Action Item HC-9.2 requires a condition of approval on all discretionary projects that the Planning Department be notified immediately if any prehistoric, archaeological, or fossil artifact or resource is uncovered during construction. All construction must stop and an archaeologist that meets the Secretary of the Interior’s Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to evaluate the finds and recommend appropriate action. Implementation of the required condition would reduce the impact to tribal cultural resources to *less than significant*.

4.19 Utilities and Service Systems

Would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project’s projected demand in addition to the provider’s existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.19.1 Environmental Setting

The Project site is a previously developed property, currently planned for Commercial in the General Plan. Through General Plan Amendment 2020-01, the Project site would be planned for High Density Residential. The Project would connect to existing utility infrastructure provided by the City and would not result in an

expansion of water, sewer, or storm drainage facilities. The Project would be served by the Fairmead Solid Waste Disposal Site for its solid waste needs.

4.19.2 Impact Assessment

- a) Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?
- b) Would the Project have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less than significant impact. There are sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years according to the Urban Water Management Plan²⁴. The Project would connect to existing City water facilities and would not require the expansion of any water infrastructure in order to serve the Project site. Therefore, the Project would have a *less than significant impact*.

- c) Would the Project result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?

Less than significant impact. The Project would be served by the City of Madera Wastewater Treatment Plant (WWTP). The Madera WWTP has a design capacity of 10.1 MGD and it can accommodate a design peak dry weather flow of up to 15.1 MGD. The 2014 Sanitary Sewer System assumed a 2020 population of 86,633 with an average day flow of 10.4 MGD. The served population with the Project would be 66,172, and therefore approximately 25 percent below the assumed 2020 average flow. The WWTP has adequate capacity to serve the Project in addition to its existing commitments; therefore, the Project would have a *less than significant impact*.

- d) Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than significant impact. The Fairmead Solid Waste Disposal Site located at 21739 Road 19 serves the City of Madera. The landfill has a maximum permitted throughput of 1,100 tons/day. According to CalRecycle, a typical Madera resident produces approximately 3.9 pounds of solid waste each day, or approximately 15.1 pounds per household per day.²⁵ The 58 residents proposed by the Project would generate approximately 0.0189 tons per day, representing less than 0.1 percent of the landfill's permitted daily maximum throughput. The landfill has a maximum permitted capacity of 9,400,000 cubic yards, with last reported remaining capacity of 5,552,894 cubic yards. The landfill has an estimated closure date for December 2028; however, input has typically been less than maximum capacity. The landfill currently has

²⁴ The City of Madera. Water. Website: <https://www.madera.gov/home/departments/public-works/water/#tr-urban-water-management-plan-2399025>. Accessed August 2021.

²⁵ CalRecycle. Jurisdiction Diversion/Disposal Rate Summary. Website: <https://www2.calrecycle.ca.gov/LGCentral/DiversionProgram/JurisdictionDiversionPost2006>. Accessed April 2021.

sufficient capacity to serve the Project. The Project is not anticipated to generate solid waste in excess of State or local standards. Therefore, the Project would have a *less than significant impact*.

e) Would the Project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than significant impact. The Project would be required to comply with federal, State, and local management and reduction statutes and regulations related to solid waste. Therefore, the impact would *less than significant*.

4.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.20.1 Environmental Setting

The Project site is not located in or near State Responsibility Areas or include lands classified as Very High Fire Hazard Severity Zones. The Project would be developed consistent with all regulations of the California Fire Code.

4.20.2 Impact Assessment

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

- a) Substantially impair an adopted emergency response plan or emergency evacuation plan?
- b) Due to slope, prevailing winds, and other factors exacerbate wildfire risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?
- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?
- d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No impact. The Project is located in an area of low fire risk and is not located in or near a State Responsibility Area nor near land classified by either CalFire²⁶ or the City of Madera as a Very High Fire Hazard Severity Zone²⁷. The nearest State Responsibility Area is approximately 20 miles to the northeast of the Project site. Additionally, the site is approximately 30 miles from the nearest Very High Fire Hazard Severity Zone classification. As the Project is not subject to wildfire, it would have no impact on adopted emergency response plans or emergency evacuation plans relative to the risk of wildfire. The Project area does not generally experience strong prevailing winds and has a less than two percent slope. As the Project is relatively flat, and not located in or near a State Responsibility Area nor land classified by either Cal Fire or the City as a Very High Fire Hazard Severity Zone, it is not subject to the risk of downslope or downstream flooding or landslides as a result of runoff, post-fire slope instability, or drainage changes. The Fire Department reviewed the Project and determined the installation or maintenance of the Project or any associated infrastructure would not exacerbate fire risks or result in an impact to the environment. Therefore, there would be *no impact*.

²⁶ CAL FIRE. Fire Hazard Severity Zones in SRA, Madera County. Website: https://osfm.fire.ca.gov/media/6700/fhszs_map20.pdf. Accessed April 2021.

²⁷ CAL FIRE. Draft Fire Hazard Severity Zones in LRA, Madera County. Website: https://osfm.fire.ca.gov/media/6703/fhszl06_1_map20.pdf. Accessed April 2021.

4.21 CEQA Mandatory Findings of Significance

Does the Project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4.21.1 Environmental Setting

Based upon staff analysis and comments from experts, it has been determined that the proposed project could generate some limited adverse impacts in the areas of Aesthetics, Air Quality, Biologic Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, and Utilities and Service Systems.

The potential impacts identified in this Initial Study are considered to be less than significant since they will cease upon completion of construction or do not exceed a threshold of significance. Therefore, a Negative Declaration is the appropriate level of documentation for this Project.

4.21.2 Impact Assessment

- a) Does the Project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than significant impact. The analysis conducted in this Initial Study/Negative Declaration results in a determination that the Project will have a *less than significant* effect on the environment. Accordingly, the Project will involve no potential for significant impacts through the degradation of the quality of the environment, the reduction in the habitat or population of fish or wildlife, including endangered plants or animals, the elimination of a plant or animal community or example of a major period of California history or prehistory.

- b) Does the Project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than significant impact. CEQA Guidelines Section 15064(i) States that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of cumulative effects of a project must be conducted in connection with the effects of past projects, other current projects, and probable future projects. The Project will include the construction of a new residential subdivision.

The Project would result in direct but planned population growth. The Project site was anticipated for urbanization with the development of the City’s General Plan. Therefore, implementation of the Project would not result in significant cumulative impacts and all potential impacts would be reduced to *less than significant* through the implementation of basic regulatory requirements incorporated into Project design.

- c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than significant impact. The Project would not have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly. Impacts are considered to be *less than significant*.

October 26, 2021

Gary Conte
City of Madera
Planning Department
205 W. 4th Street
Madera, CA 93637

Project: Sunset Apartments, GPA 2020-1, REZ 2021-01, SPR 2020-01, ENV 2021-52)

District CEQA Reference No: 20211072

Dear Mr. Conte:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the Initial Study/Negative Declaration (ND) for the project referenced above from the City of Madera (City). The project consists of the amendment of the General Plan to rezone a portion of the property to enable the construction of a 15 unit residential apartment complex (Project). The Project is located at 1803 Sunset Avenue, in Madera, CA (APN 006-182-007)

The District offers the following comments:

1) Vegetative Barriers and Urban Greening

The Project is surrounded by sensitive receptors such as single family residential units and a church. More specifically, there are single family residential located immediately adjacent to the Project and the nearest church (Sunset Avenue Church of Christ) is located approximately 300 feet west of the Project. The District suggests the County consider the feasibility of incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on sensitive receptors (i.e. church and school).

While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, vegetative barriers have been shown to be an additional measure to potentially reduce a population's exposure to air

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

pollution through the interception of airborne particles and the uptake of gaseous pollutants. Examples of vegetative barriers include, but not limited to the following: trees, bushes, shrubs, or a mix of these. Generally, a higher and thicker vegetative barrier with full coverage will result in greater reductions in downwind pollutant concentrations. In the same manner, urban greening is also a way to help improve air quality and public health in addition to enhancing the overall beautification of a community with drought resistant low maintenance greenery.

2) Clean Lawn and Garden Equipment in the Community

Since the Project consists of residential development, gas-powered residential lawn and garden equipment have the potential to result in an increase of NO_x and PM_{2.5} emissions. Utilizing electric lawn care equipment can provide residents with immediate economic, environmental, and health benefits. The District recommends the Project proponent consider the District's Clean Green Yard Machines (CGYM) program which provides incentive funding for replacement of existing gas powered lawn and garden equipment.

More information on the District CGYM program and funding can be found at: <http://www.valleyair.org/grants/cgym.htm> and <http://valleyair.org/grants/cgym-commercial.htm>.

3) Solar Deployment in the Community

It is the policy of the State of California that renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers by December 31, 2045. While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, the production of solar energy is contributing to improving air quality and public health. The District suggests that the Project proponent consider the feasibility of incorporating solar power systems, as an emission reduction strategy for this Project.

4) Charge Up! Electric Vehicle Charger

To support further installation of electric vehicle charging equipment and development of such infrastructure, the District offers incentives to public agencies, businesses, and property owners of multi-unit dwellings to install electric charging infrastructure (Level 2 and 3 chargers). The purpose of this incentive program is to promote clean air alternative-fuel technologies and the use of low or zero-emission vehicles. The District suggests that the City and Project proponent consider the feasibility of installing electric vehicle chargers for this Project.

Please visit www.valleyair.org/grants/chargeup.htm for more information.

5) District Rules and Regulation

The District issues permits for many types of air pollution sources and regulates some activities not requiring permits. A project subject to District rules and regulation would reduce its impacts on air quality through compliance with regulatory requirements. In general, a regulation is a collection of rules, each of which deals with a specific topic. Here are a couple of example, Regulation II (Permits) deals with permitting emission sources and includes rules such as District permit requirements (Rule 2010), New and Modified Stationary Source Review (Rule 2201), and implementation of Emission Reduction Credit Banking (Rule 2301).

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm. To identify other District rules or regulations that apply to this Project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

5a) District Rule 9510 (Indirect Source Review)

The purpose of District Rule 9510 (Indirect Source Review) is to reduce the growth in both NOx and PM10 emissions associated with development and transportation projects from mobile and area sources associated with construction and operation of development projects. The rule encourages clean air design elements to be incorporated into the development project. In case the proposed project clean air design elements are insufficient to meet the targeted emission reductions, the rule requires developers to pay a fee used to fund projects to achieve off-site emissions reductions.

The District has reviewed the information provided and has determined the project size is below the District Rule 9510, section 2.1 applicability threshold of 50 for a residential development. Therefore, District Rule 9510 requirements and related fees do not apply to the project.

5b) District Regulation VIII (Fugitive PM10 Prohibitions)

The project proponent may be required to submit a Construction Notification Form or submit and receive approval of a Dust Control Plan prior to commencing any earthmoving activities as described in Regulation VIII, specifically Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities*.

The application for both the Construction Notification and Dust Control Plan can be found online at:

<https://www.valleyair.org/busind/comply/PM10/forms/DCP-Form.docx>

Information about District Regulation VIII can be found online at:
http://www.valleyair.org/busind/comply/pm10/compliance_pm10.htm

5c) Other District Rules and Regulations

The Project may also be subject to the following District rules: Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants).

District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

If you have any questions or require further information, please contact Harout Sagherian by e-mail at Harout.Sagherian@valleyair.org or by phone at (559) 230-5860.

Sincerely,

Brian Clements
Director of Permit Services



For Mark Montelongo
Program Manager

Attachment 8: Rezone Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE THE APPROXIMATELY 0.2 NORTHERN ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SUNSET AND ORCHARD AVENUES (APN: 006-182-007) FROM THE R1 TO THE R3 ZONE DISTRICT.

THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this City Council (Council) have held duly noticed public hearings for the rezoning of the approximately 0.2 northern acres of property located at the northeast corner of Sunset and Orchard Avenues (APN: 006-182-007) from the R1 to the R3 Zone District.

SECTION 2. Based on the testimony and information presented at its public hearing, the Council has determined that the proposed rezoning is consistent with the General Plan, as amended, and subsequent development will be in conformance with all standards and regulations of the Municipal Code. The Council has further determined that the adoption of the proposed rezoning is in the best interest of the City of Madera. Such determination is based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 3. The Council hereby approves the rezoning of the above-described property by rezoning it from the R1 Zone District in the manner required by Chapter 3 of Title X of the Madera Municipal Code. The Council hereby amends the City of Madera Zoning Map. The amendment is illustrated in the hereto attached Exhibit "A" and "B" which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 4. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 5. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

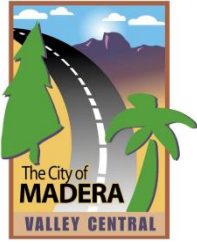
* * * * *

EXHIBIT A – Current Zoning



EXHIBIT B – Proposed Zoning





REPORT TO CITY COUNCIL

Approved by:

Joseph Hebert

Joseph Hebert, Interim Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: D-1

SUBJECT:

Agreement for Lions Town & Country Park Ballfield Renovation

RECOMMENDATION:

Adopt a Resolution awarding contract to Nish-ko, Inc. under IFB 202122-09 for Lions Town & Country Park Ballfields #1 & #2 Renovation, estimated at \$65,216 and approving a Contractor Services Agreement

SUMMARY:

The City was recently approached by a donor who expressed a desire to help improve the field conditions at Lions Town & Country Park (T&C). After initial discussions, staff prepared an Invitation for Bid (IFB) No. 202122-09 consistent with the services identified needed for renovation of Ballfields #1 & #2. The request for proposals included the provision of all equipment, labor, materials, and incidentals required to renovate the ballfields.

Both ballfields are in dire need of renovation. The fields are regularly used by sports leagues and the general public during the course of the year. The wear and tear on both fields has become apparent. The scope of work planned for each includes:

Ballfield #1

- Survey, re-engineer field & set new grade points.
- Turfplane approximately 7,000 S.F. existing turf with laser function, auto grade/auto depth.
- Grade: Rough & Finish grading.
- Hand labor & Equipment.
- Import 24-ton plaster sand & 16-ton infield mix.
- Turf: Bermuda hybrid overseeded.

- Big roll sod installation.
- Spray out existing turf, to eliminate weeds.
- Reposition pegs in preparation for bases to be installed (City to provide and install bases).

Ballfield #2

- Survey, re-engineer field & set new grade points.
- Turfplane approximately 8,300 S.F. existing turf with laser function, auto grade/auto depth.
- Grade: Rough & Finish grading.
- Hand labor & Equipment.
- Import 24-ton plaster sand & 16-ton infield mix.
- Turf: Bermuda hybrid overseeded.
- Big roll sod installation.
- Spray out existing turf, to eliminate weeds.
- Reposition pegs in preparation for bases to be installed (City to provide and install bases).

DISCUSSION:

The City received two bids in response to the IFB. The two bids were evaluated by a committee of staff from Parks and Public Works. In accordance with Public Contract Code, the City is required to award the contract to a responsible bidder with the lowest responsive bid. Due diligence was made to review the responsible bidder status and that bids met the following criteria: qualification & experience of key personnel, qualifications & experience of firm, method and approach/schedule, references, and cost proposal. The committee’s ranking of bids received is shown in Table 1.

Table 1: Committee Ranking of Bids Received		
<i>Rank</i>	<i>Contractor</i>	<i>Bid Amount</i>
1	Nish-ko, Inc.	\$65,216.00
2	Clean Cut Landscape, Inc.	\$83,622.00

Nish-ko, Inc. is an experienced landscaping contractor incorporated since 2002. They have an office in Fresno, with owner being Mr. Konrad Nishikawa.

It is noted that while this project grew out of discussions with the donor, it is consistent with the City’s long-term goals of improving parks. Council may recall that during the budget adoption process, \$50,000 for capital projects for Lions T&C Park was allocated. The City’s plan was to begin to address deferred maintenance, and this is in line with the original intent of the funds.

FINANCIAL IMPACT:

The City anticipated the need for rehabilitation projects at Lions T&C Park, with a total of \$50,000 budgeted within the Parks/Facilities Equipment line items in Parks (10206100) budget. The donor has committed to provide \$30,000 for this project and the City will cover the remaining amount.

With the ballfield renovations estimated at \$65,516.00, staff will work to utilize savings from the Parks budget (10206100) to complete a line-item transfer and be able to cover the full cost of the renovation.

The expenditures were included in the FY 2021/2022 Adopted Budget. A donation is expected to off-set the City's expenses.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

- Strategy 411: Enhance and expand recreational activities available to Maderans

ALTERNATIVES:

Council may direct staff to publish a new RFP or award the agreement to the next bidder, at a higher cost.

ATTACHMENTS:

1. Ballfield Identification Map
2. Resolution awarding contract to Nish-ko, Inc., under IFB 202122-09
 - a. Exhibit A: Contractor Services Agreement with Nish-ko, Inc.

Attachment 1: Ballfield Identification Map

Fields 1 and 2 are highlighted.



RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AWARDDING A CONTRACT RELATING TO INVITATION FOR BID NO. 202122-09 TO NISH-KO, INC. AND APPROVING A CONTRACTOR SERVICES AGREEMENT

WHEREAS, the City of Madera (City) has a need for renovation of Ballfield #1 & #2 at Lions Town & Country Park; and

WHEREAS, a donor has expressed an interest in contributing \$30,000 to the field renovation; and

WHEREAS, the City published An Invitation for Bid (IFB) for the contemplated services and received two (2) qualified proposals; and

WHEREAS, the proposals received in response to the IFB were reviewed by a committee of City staff; and

WHEREAS, Nish-ko, Inc. e submitted the lowest responsible bid.

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 Contractor Services Agreement between the City of Madera and Nish-ko, Inc., a copy of which is attached hereto and incorporated by reference as Exhibit A, is approved.
3. This resolution is effective immediately upon adoption.

**CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF MADERA
AND
NISH-KO, INC.**

THIS AGREEMENT, made this 16th day of February, 2022, between the City of Madera, hereinafter called "**OWNER**", and Nish-ko, Inc., 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 "**IFB 202122-09 LIONS TOWN & COUNTRY PARK BALLFIELDS #1 & #2 RENOVATION**"
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 \$65,216.00, 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. IFB 202122-09 Lions Town & Country Park Ballfields #1 & #2 Renovation
 - c. Bid Proposal
 - d. Bid Bond
 - e. Agreement
 - f. Payment Bond
 - g. Performance Bond
 - h. Insurance Requirements
 - i. General Conditions
 - j. Special Conditions
 - k. City of Madera Standard Specifications and Drawings
 - l. State Standard Plans and Specifications

Addenda Nos. 1, dated February 1, 2022

Addenda Nos. 2, dated February 4, 2022

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 Hundred Seventy-Five Dollars (\$375.00)** 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**. 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 I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, 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 I, 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 worker paid less than the prevailing rates for such work or craft in which such worker 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 worker for each calendar day or portion thereof for which each worker was paid less than a prevailing wage rate, shall be paid to each worker by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, 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:

1. In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
2. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
3. 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
4. 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 worker 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 or 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" of the Contract Documents.

19. Amendments. Any changes to this Agreement requested by either City or **Nish-ko, 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, **Nish-ko, 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:
- (a) An illegal use of funds by **Nish-ko, Inc.** ;
 - (b) A failure by **Nish-ko, Inc.** to comply with any material term of this Agreement;
 - (c) A substantially incorrect or incomplete report submitted by **Nish-ko, Inc.** to City.

In no event shall any payment by City or acceptance by **Nish-ko, 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 **Nish-ko, Inc.** the repayment to City of any funds disbursed to **Nish-ko, 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
Parks & Community Services
701 East 5th Street
Madera, Ca 93638

Notice of Termination shall be mailed to the Contractor **Nish-ko, Inc.:**

Konrad Nishikawa, President
Nish-ko, Inc.
713 N Valentine Avenue
Fresno, CA 93706

All notices and communications from **Nish-ko, 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 **Nish-ko, 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 **Nish-ko, 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 **Nish-ko, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Nish-ko, 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 **Nish-ko, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the related statutes (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statutes protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29. 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
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

By: _____
Karen Nishikawa, Secretary, Nish-ko, Inc.,
Herein Called CONTRACTOR

Federal Tax I.D. No.

825039 & C-27
Contractor License Number & Class

1000011152
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)

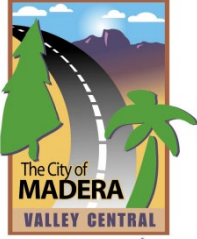
On _____, 2022 before me, _____
(insert name and title of officer)

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)

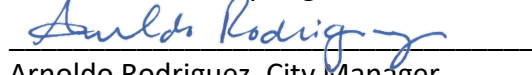


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, City Engineer



Arnaldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: D-2

SUBJECT:

Planned Caltrans Project on State Route 145 (SR 145)

RECOMMENDATION:

Consider Adoption of a Resolution Approving Caltrans Proposed Road Diet to be Constructed as Part of Caltrans Downtown Madera CAPM Project (06-0Y180) (Project) and/or Provide Direction

SUMMARY:

This is the third in a series of presentations to the City Council (Council) by Caltrans. The first meeting occurred on June 2, 2021, with the second on February 2, 2022.

Caltrans is in the midst of designing improvements on SR 145 within the City. The Project limits are from Pecan Avenue and Madera Avenue (SR 145) to Yosemite Avenue and the BNSF railroad on the east side of the City. As noted at the June 2, 2021 and February 3 Council meetings, Caltrans is proposing complete streets elements be constructed within this Project in the downtown.

This third meeting will allow Council the opportunity to formally consider Caltrans proposed plan, make recommendations to be included in the plan and approve if Council determines the proposal to be in the interest of and benefit of the City of Madera.

DISCUSSION:

As noted, this is the third in a series of presentations to the Council relative to Caltrans' follow up to the workshop that occurred at the June 2, 2021, Council meeting. At the most recent meeting, Caltrans noted that the project is anticipated to cost \$13.4 million, which includes \$4 million for complete street enhancements as described below.

Previous presentations through two workshops have addressed Caltrans Project. The scope of the Project includes:

- Removal and replacement of about 4-inches of pavement
- Installation and upgrade of curb ramps
- Installation of bicycle facilities, bike parking and bulb-outs
- Installation of transit stops
- Installation of traffic signal components
- New sidewalks where they do not already exist

Project limits extend from Pecan Avenue to the East Madera Underpass at the ATSF Railroad along SR 145 which includes Madera Avenue, Gateway Drive and Yosemite Avenue.

Staff has been working with Caltrans on their Project scoping and as previously noted Caltrans has agreed to include "Complete Streets" elements on a portion of their project. The following provides an overview of some of the improvements:

- Complete Street elements on Yosemite Avenue between E Street and Fig Street in the Downtown Area (slightly less than 1 mile in length).
- The configuration of the remainder of their project, which includes Madera Avenue, Gateway Drive, and the eastern portion of Yosemite Avenue, is expected to remain much as it is today with the exception:
 - Asphalt overlay
 - Sidewalk being added in many areas where it does not yet exist as well as other ADA improvements.

A complete street is a transportation facility that is planned, designed, operated, and maintained to provide safe and inclusive mobility for all users, including bicyclists, pedestrians, transit vehicles, truckers, and motorists, appropriate to the function and context of the facility. Every complete street looks different, according to its context, community preferences, the types of road users, and their needs.

For this project, Caltrans is proposing a road diet that would include a reduction in the number of lanes in both directions from two to one. This allows for the addition of bike lanes, a continuous left turn lane and on-street parking. Bulb-outs are also proposed from E Street to Lake Street. The addition of bulb-outs will reduce the number of available on-street parking spaces along this section of Yosemite but will make pedestrians more visible as they cross the street. Additional parking will, as proposed by Caltrans, also be removed to allowed for proposed turn lane improvements.

In 2020, Council adopted the SR 145 (Yosemite Avenue) as the Downtown Main Street Plan (Plan). Within this Plan, Yosemite Avenue was envisioned to be more pedestrian friendly. This included

high visibility crosswalks and bulb-outs at intersections, a raised center median with trees, improved street lighting, and flashing beacons at uncontrolled intersections. This Plan considered two options for Yosemite Avenue. One option kept the lane configuration as it is today, with four travel lanes, two in each direction and parallel street parking. The second option provided a road diet with one lane in each direction, parking along the northern side (westbound) and a separated bikeway along the southern side (eastbound) of Yosemite Avenue. The second option was not fully supported at the time the Plan was adopted due to its significant impact to parking.

The purpose of this meeting is to provide Council the opportunity to consider approval of Caltrans proposal of a road diet to reduce the number of travel lanes. Council will also have a greater opportunity to address specific design criteria that might normally be accommodated under a workshop setting.

Should Council approve of Caltrans proposal, Caltrans has requested a form Resolution be prepared for their use. Should the road diet not be approved, it is not known at this time if an additional Council meeting will be required.

FINANCIAL IMPACT:

There will not be a fiscal impact to the City General Fund associated directly with this workshop nor is it anticipated the project itself will have an impact as the project is managed and funded by Caltrans.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While not specifically addressed, this item is consistent with the Vision Madera 2025 Plan Strategy 121 – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

Alternatives include:

- Requests for modifications to proposed road diets
- Object to proposed road diet with or without request for modifications to the existing road design

ATTACHMENTS:

1. Resolution

Attachment 1
Resolution

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING CALTRANS PROPOSED ROAD DIET TO BE
CONSTRUCTED AS PART OF CALTRANS DOWNTOWN MADERA CAPM
PROJECT (06-0Y180)**

WHEREAS, Caltrans is currently in the design stage for the Downtown Madera CAPM Project (06-0Y180); and

WHEREAS, Caltrans has the opportunity to assign as much as \$4 million toward complete street improvements to this Project; and

WHEREAS, time is of the essence to ensure moving forward to completion of this Project; and

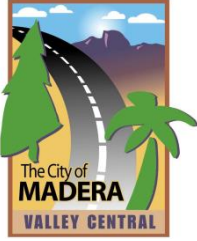
WHEREAS, a portion of the proposed complete street improvements are associated with a road diet that reduces the number of through travel lanes on Yosemite Avenue between E Street and Fig Street from four to two; and

WHEREAS, prior to committing said funds toward road diet, Caltrans has asked for formal approval by the City to reduce the number of travel lanes.

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 is in favor of completion of the Downtown Madera CAPM Project (06-0Y180) Project and hereby concurs with Caltrans' proposal to reduce travel lanes on Yosemite Avenue from four to two between E Street and Fig Street.
3. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: D-3

SUBJECT:

Coordination of Ongoing Federal Transportation Administration Funded Activities for the Madera Urbanized Area

RECOMMENDATION:

Adopt a resolution approving the Memorandum of Understanding between the City and County Regarding Coordination of Ongoing Federal Transportation Administration (FTA) Funded Activities for the Madera Urbanized Area

SUMMARY:

The City and County are part of the federally designated Madera Urbanized Area (MUA) as designed by the U.S. Census Bureau (Exhibit A). Eligible Federal Transit Administrative (FTA) projects and activities proposed by the City and County are included in Madera County Transportation Commission (MCTC) transit planning and programming documents. As of the 2000 U.S. Census, the MUA population exceeded 50,000 allowing the City and County to access FTA small-urbanized area funds.

The Caltrans Division of Rail and Mass Transportation is the “Designated FTA Recipient” that receives and apportions small-urbanized area Sections 5307 and 5339 and other federal transit funds available to eligible recipients in the MUA. The said MUA funds are to assist transit agencies with the annual expense accrued at a 50/50 rate for Operation Assistance and Preventative Maintenance, and an 80/20 rate for Capital Improvements. Currently only the City is a “Direct FTA Recipient” and in being so, is eligible to apply for and receive up to 100% of all MUA funds. However, because the MUA population is made of both City and County residents, per the FY 2018 – 2020 TDA Triennial Performance Audit, the County is entitled to a portion of the MUA funds as well.

The proposed MOU will allow both the City and County to become “Direct FTA Recipients” allowing each respective jurisdiction to separately apply for their share of MUA funds. The percentage of shared funds were determined by the MUA Population Data (Exhibit B). Both agencies agreed that the MUA Population Data is to be the reference of use when determining the shared apportionment per agency for all Section 5307 and 5339 funds current and proposed to come.

DISCUSSION:

The California Public Utilities Code requires all recipients of the Transit Development Act (TDA) Article 4 funding to undergo an independent performance audit in a three-year cycle to maintain funding eligibility. The City does not receive funding under Article 4; therefore a Triennial Performance Audit is not required. However, in 2017, at the request of MCTC, the City agreed to participate in a TDA Triennial Performance Audit. In 2020, MCTC selected Moore & Associates, Inc. to prepare the FY 2018 – 2022 TDA Triennial Performance Audit. This audit is designed to be an independent and objective evaluation of the City as a public transit operator. In addition to assuring legislative and governing bodies that resources are being economically and efficiently utilized, the audit fulfills the requirement of Public Utilities Code (PUC) Section 99246(a) which requires the RTPA designate an entity other than itself to conduct a performance audit of public transit operator activities.

As a result of the 2018-2020 TDA Triennial Performance Audit, two functional findings were noted as detailed in Table 1.

Table 1: Reference page 3 of the TDA Triennial Performance Audit, FY 2018 – FY 2020
The audit team has identified two functional findings. While these findings are not compliance findings, the auditor feels they are significant enough to be addressed within this audit: <ol style="list-style-type: none">1. The City of Madera does not pass through the share of FTA Section 5307 (urbanized area) funding to which the County of Madera is entitled.2. The City does not report performance data consistently on internal and external reports.

Consequently, County and City staff began discussing the County’s eligibility to receive a portion of Section 5307, 5339 and “other non-related FTA (MUA Funds) funds”. Other non-related FTA funds can be categorized as one-time grant apportionments such as the CARES Act, the Bus and Bus Facilities Grant, or the American Rescue Plan Act Grant. At present, the City is the sole Direct FTA Recipient of MUA funds. City and County staff discussed the possibility of the County acting as a subrecipient; however, this idea was later considered unfavorable as it would result in additional auditing requirements for the City. Following numerous discussions, City and County staff consulted with the FTA Region IX representative requesting assistance in determining the County’s eligibility to receive a portion of the MUA funds. The FTA Region IX representative clarified the County is entitled to receive a portion of MUA funds and would be considered eligible upon becoming a Direct FTA Recipient. City and County staff have agreed this is the most efficient

allocation of MUA funds. The proposed Memorandum of Understanding between County and the City describes how the allocation of MUA funds will be distributed. If approved, MCTC will submit a “Split Letter” to the FTA summarizing the agreement and how the funds will be shared.

FINANCIAL IMPACT:

This agreement is to determine the share use of Madera Urbanized Area funds and will impact the annual apportionment the City is eligible to receive for transit operation and capital expenses.

Table 2: MUA Apportionment – City as sole Direct FTA Recipient (Pre-agreement)		
	<i>Fund 5307</i>	<i>Fund 5339</i>
Available Funding	\$2,282,467	\$193,397
City share	100%	100%
County Share	0%	0%

Table 3: MUA Apportionment – City & County as Direct FTA Recipients (Post-agreement)		
	<i>Fund 5307</i>	<i>Fund 5339</i>
Available Funding	\$2,282,467	\$193,397
City share	79.2% or \$1,807,714	79.2% or \$153,171
County Share	20.8% or \$474,753	20.8% or \$40,226

Table 4: Other Non-Related FTA (One-Time Apportionment) Funds		
	<i>Apportionment %</i>	<i>Funding Amount</i>
City	79.2%	TBD
County	20.8%	TBD

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This agreement supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 431.1:
 - Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

ALTERNATIVES:

As an alternative, Council may:

1. Request for additional information on Madera Urbanized Area Federal funds.
2. Request staff to renegotiate the share percentage of funds.

ATTACHMENTS:

1. Resolution approving the MOU between the City and County
 - a. Attachment A – Memorandum of Understanding
 - i. Exhibit A – Madera Urbanized Area (MUA) Map
 - ii. Exhibit B – Madera Urbanized Area (MUA) Population Data

RESOLUTION NO. 22-_____

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND MADERA COUNTY REGARDING
COORDINATION OF ONGOING FEDERAL TRANSPORTATION ADMINISTRATION
(FTA) FUNDED ACTIVITIES FOR THE MADERA URBANIZED AREA**

WHEREAS, the Madera Urbanized Area population exceeded 50,000 allowing the City of Madera and Madera County to access FTA small-urbanized area funds; and

WHEREAS, the City is currently the sole Madera Urbanized Area – “Direct FTA Recipient” eligible to receive Federal Transit Administrative (FTA) Section 5307 and 5339 and other federal transit funds; and

WHEREAS, the City and County have mutually agreed to establish a Memorandum of Understanding (MOU) for the shared use of Federal Transit Funds; and

WHEREAS, the County will complete the required process to also become a “Direct FTA Recipient” eligible to receive FTA Section 5307 and 5339 and other federal transit funds; and

WHEREAS, both parties agree to the language and term of the MOU.

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

1. The above recitals are true and correct.
2. The Council approves the Memorandum of Understanding between the City of Madera and Madera County Regarding Coordination of Ongoing Federal Transportation Administration (FTA) Funded Activities for the Madera Urbanized Area which is attached as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING
between
MADERA COUNTY
and the
CITY OF MADERA

**"Regarding Coordination of Ongoing Federal Transportation Administration (FTA)
Funded Activities for the Madera Urbanized Area"**

This Memorandum of Understanding (MOU) is entered into between Madera County, hereinafter referred to as "County," and the City of Madera, hereinafter referred to as "City," this _____ day of _____ 2022.

This MOU is made with reference to the following recitals:

1. Located in Madera County, the County and City are part of the federally-designated Madera Urbanized Area (MUA) as designated by the U.S. Census Bureau (see Exhibit A). Eligible FTA projects and activities proposed by the County and City are included in Madera County Transportation Commission (MCTC) transit planning and programming documents.
2. As of the 2000 U.S. Census, the MUA population exceeded 50,000 allowing the County and City to access FTA small urbanized area funds.
3. MCTC is the Metropolitan Planning Organization for the Madera County region and oversees and coordinates FTA funds ensuring that procedures and expenditures comply with FTA requirements.
4. The Caltrans Division of Rail and Mass Transportation is the "designated FTA recipient" that receives and apportions small urbanized area Sections 5307 and 5339 and other federal transit funds available to eligible recipients in the MUA.
5. The County and City of Madera will be "direct FTA recipients" allowing each respective jurisdiction to separately apply for their share of MUA funds.
6. As required by the FTA, the County and City must enter into an agreement and provide a split letter to FTA and the MCTC reflecting agency shares of available funds along with a description of the roles and responsibilities of each entity.
7. The County and City mutually agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of transit planning and programming of federal funds within the MUA.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements therein contained, the parties hereto mutually agree as follows:

I. TERM

The term of this MOU shall commence upon execution of this MOU by each agency authorizing entry into this MOU and shall continue until terminated by any party according to the termination provisions contained herein or five years whichever occurs first.

II. DISTRIBUTION OF FUNDS

All parties agree that the County and City share of the MUA apportionments of FTA Sections 5307 and 5339, and other relevant federal transit MUA funds shall be based on the following:

1. MUA County and City of Madera population data will be used to allocate FTA MUA funds to the County and City (see Exhibit B).
2. The County and City will utilize the most current MUA population figures available from the U.S. Census Bureau as of October 1 and confirmed annually in writing by the MCTC.

III. PRINCIPLES

The County and City will be responsible for complying with requirements pertaining to the MUA that include but are not limited to the following:

1. FTA funds will be apportioned annually based on official or published apportionments.
2. FTA funds will be apportioned when availability is announced by Caltrans and/or FTA.
3. The County and City will be separate direct recipients and will individually manage and participate in the FTA grants management electronic grants process.

IV. REVISIONS, ADDENDUM

Revisions to the basic framework of this MOU shall be by mutual written agreement of the parties. Supplements to this MOU may be by numeric addendums executed by each party and attached to the original of this MOU.

V. TERMINATION

Either party may terminate this MOU at the end of any federal fiscal year. In the event of termination, the parties shall consult prior to the date of termination to ensure termination occurs on the most equitable terms; however, such consultation shall not prohibit or restrict either party from exercising its right to terminate.

VI. SETTLEMENT OF DISPUTES

Disagreement between the parties arising under or relating to this MOU, as amended, and supplemented, shall be resolved only by consultation between the parties and not referred to any other person or entity for settlement unless mutually agreed in writing.

IN WITNESS WHEREOF, the foregoing MOU is executed on the day and year first written above.

ATTEST:

CITY OF MADERA:

Alicia Gonzales, City Clerk

Santos Garcia, Mayor

Approved as to Legal Form:

Hilda Cantu Montoy, City Attorney

COUNTY OF MADERA

Chairman of Board of Supervisors ATTEST:

County Clerk

Approved as to Legal Form:
COUNTY COUNSEL

By _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

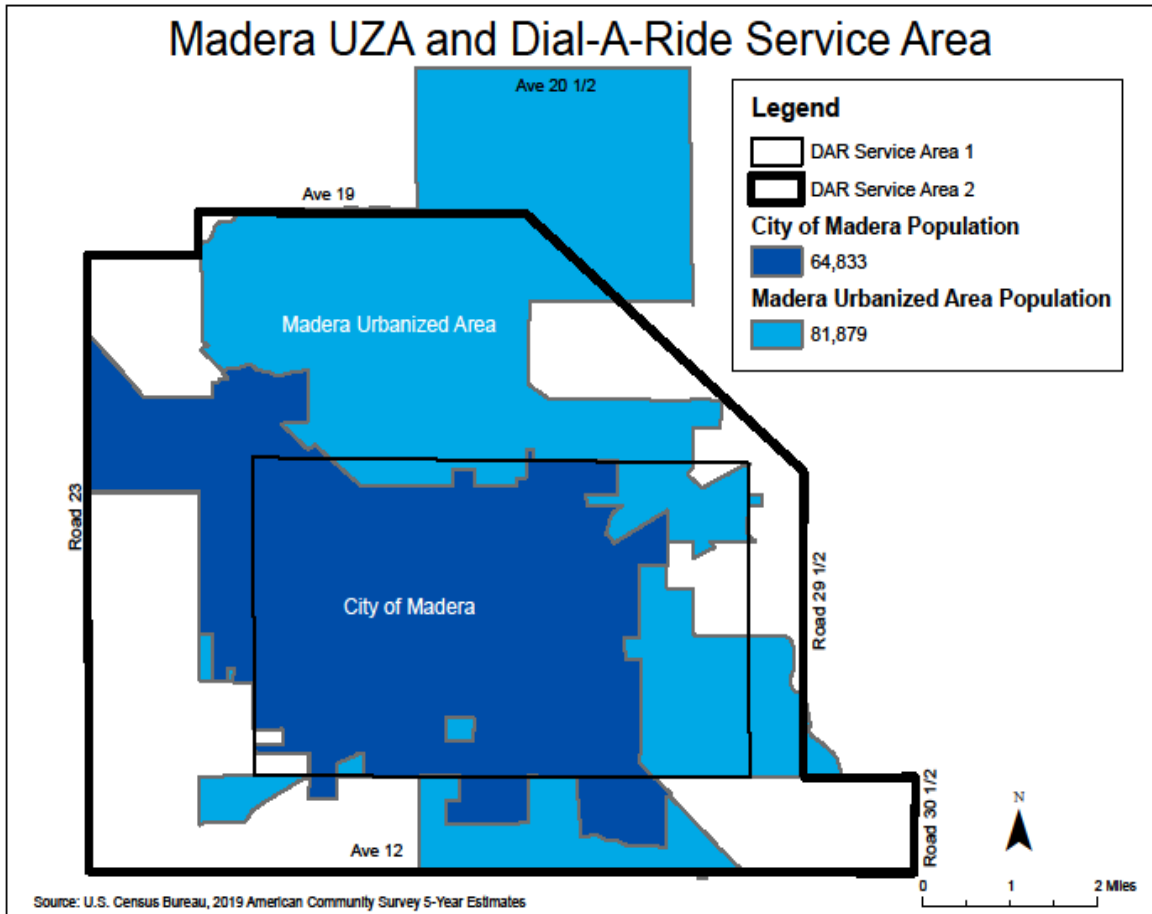
By _____

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

By _____

ACCOUNT NUMBERS:

EXHIBIT A MADERA URBANIZED AREA (MUA) MAP



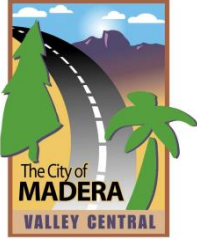
Updated: July 2021

EXHIBIT B
MADERA URBANIZED AREA (MUA)
POPULATION DATA

U.S. Census Bureau population data for the County and City of Madera will be used to allocate eligible federal transit MUA funds to the County and City. The County and City will utilize the most current MUA population figures available from the U.S. Census Bureau as of October 1 and confirmed annually in writing by the MCTC.

Agency	MUA Population	Percentage
City of Madera	64,833	79.2%
Madera County	17,046	20.8%
Total	81,879	100.0%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates.



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: D-4

SUBJECT:

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

RECOMMENDATION:

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

SUMMARY:

On January 19, 2022, the Council elected to return to remote meetings as permitted under AB 361. The City may continue Public Meetings with the remote meeting requirements set forth by the Brown Act or may choose to utilize the option for remote meetings under AB 361. The latter allows for the remote meeting procedures that the City had been using throughout the COVID-19 pandemic, subject to certain requirements that must be considered as part of the initial determination (by resolution) to adopt remote meeting protocols.

In short, the City may:

- Continue to meet per regular Brown Act provisions; permits remote meetings per Government Code section 54953(b)(3); or
- Utilize the option under AB 361 for remote meetings

DISCUSSION:

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

remote meeting requirements of the Brown Act.

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

Table 1: Comparison of Public Meeting requirements (Brown Act vs. AB 361)	
<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.	<ul style="list-style-type: none"> ▪ Agendas not required to be posted at all teleconference locations. ▪ Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.
If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.	<ul style="list-style-type: none"> ▪ Agendas are not required to identify each teleconference location in the meeting notice/agenda. ▪ Local agencies are not required to make each teleconference location accessible to the public.
If the legislative body of a local agency elects to use teleconferencing during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.	<ul style="list-style-type: none"> ▪ No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction.
If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.	<ul style="list-style-type: none"> ▪ In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment. ▪ The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. ▪ The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the

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

<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
	<p>legislative body directly.</p> <ul style="list-style-type: none"><li data-bbox="824 352 1424 919">▪ In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.<li data-bbox="824 930 1424 1194">▪ Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed.

ATTACHMENTS:

1. Resolution Regarding Remote Teleconference Meetings

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

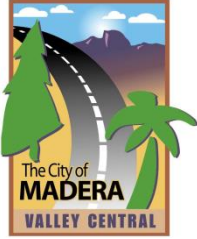
Section 6. The City Council hereby authorizes the City Council and all of the Boards, Commissions, and Standing Committees of City to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government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

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

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) March 18, 2022 or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without

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

* * *



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: B-5

SUBJECT:

Administrative Hearing Officer

RECOMMENDATION:

1. Adopt a Resolution approving an Agreement for Services with David Austin to serve as the Administrative Hearing Officer
2. Approve a budget amendment not to exceed \$25,000 to cover costs associated with the Agreement

SUMMARY:

Historically, the City has maintained a volunteer, non-affiliated City individual, to conduct hearings and deliver decisions as civil disputes between an individual and the City arise. Unfortunately, the City lost its volunteer Administrative Hearing Officer (Hearing Officer) and as a result is experiencing a backlog of cases. In response, staff published a Request for Proposals (RFP) and targeted firms with experience. This item is a request to enter an agreement with David Austin to serve as the City's Hearing Officer.

DISCUSSION:

Due to the legal obligation of impartiality, administrative hearings cannot be presided over by a City employee, including a contracted attorney. As a result, the City is having to enter an agreement with an outside independent party to fulfill the duties of conducting administrative cases.

Services required of the hearing officer may be summarized as follows:

- Prepare for hearings as scheduled by City staff
- Review case documentation
- Conduct hearings and hearing testimony and evidence from parties regarding the issues

- Prepare written determinations, which sets forth the legal and evidentiary basis for the decision, and adopting findings as required by the particular provisions of the Municipal Code
- Perform all other services as outlined in the agreement for services

The Hearing Officer will also be required to perform additional tasks to those listed above. Additional required tasks are notated in the agreement under Exhibit A, Scope of Services.

On November 13, 2021, the City published an RFP for Hearing Officer for services related to the conduction of various administrative hearings. City staff reserved the option to enter agreements with multiple parties; however, as of the closing date of December 17, 2021, only one proposal was received. Staff evaluated the sole proposal based on completeness, qualifications and experience, proposed scope of services and scheduling, references, and proposed fee schedule. It was determined that the proposal submitted by the applicant David Austin met the requirements outlined by the RFP.

It is worth noting that City staff is confident moving forward with the sole proposal received as the consultant's experience is highly desired. David Austin previously served as the City's Hearing Officer in a volunteer capacity over the last six years. The applicant conducted roughly 500 hearings and rendered decisions in all cases. Due to the consultant's familiarity with the Municipal Ordinance and his qualifications and additional experience, staff is recommending Council enter an agreement with David Austin in lieu of releasing an additional RFP to receive supplemental proposals.

FINANCIAL IMPACT:

Due to the current backlog of cases, the initial cost is expected to be higher than what may be required in future years. With the current number of cases staff, staff is recommending that the Council allocate \$25,000.

It is noted that historically, funds have not been allocated for a hearing officer given that this service was provided on a volunteer basis.

ALTERNATIVES:

As an alternative, Council may direct staff to recirculate the RFP to gather additional proposals. Moreover, if Council chooses to approve the agreement but denies the budget amendment, the agreement cannot be executed.

ATTACHMENTS:

1. Resolution
 - a. Attachment A: Agreement for Services Between City and David Austin

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AWARDED RFP NO. 202122-05 TO DAVID AUSTIN AND
APPROVING A CONSULTANT SERVICES AGREEMENT**

WHEREAS, the City of Madera (City) has a need for an independent consultant to assist in conducting administrative hearings; and

WHEREAS, on November 13, 2021, the City published a Request for Proposals (RFP) for the desired services and received one (1) qualified proposal; and

WHEREAS, the proposal received in response to the RFP was reviewed and scored by a committee of City staff; and

WHEREAS, David Austin satisfied the desired qualifications and experience necessary to provide the requested service.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. The Contractor Services Agreement between the City of Madera and David Austin, a copy of which is attached hereto as Exhibit A, is approved.
3. The resolution is effective immediately upon adoption.

* * * * *

**AGREEMENT FOR SERVICES
BETWEEN
City OF MADERA
AND
DAVID AUSTIN
(For Administrative Hearing Officer Services)**

This Services Agreement, (hereinafter referred to as the "Agreement"), effective _____, is entered between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and David Austin, an individual and a resident of Madera, California, (hereinafter referred to as "Provider").

RECITALS

WHEREAS, City issued a Request for Proposals for administrative hearing officer services; and

WHEREAS, Provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement; and

WHEREAS, City desires to obtain the Services from Provider, and Provider desires to provide the Services to City, on a non-exclusive basis and in full compliance with controlling federal, state and local laws, rules and regulations; and

WHEREAS, Provider provides such Services on a contract basis, as an independent contractor, possessed of and exercising the complete right to control the means of accomplishing said Services; and

WHEREAS, City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall be one year, effective from the date first set forth above, with the option to extend for a second year.
2. **Scope of Work.** Provider shall perform the Services described in **Exhibit A** which is attached and incorporated by reference.
 - 2.1. Provider acknowledges and agrees that any Services he provides to City shall be on a non-exclusive basis.

- 2.2. The parties acknowledge and agree that the Provider, in his performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his independent judgment and shall not take direction, directly or indirectly, in connection therewith from the City Manager, the Mayor, the City Council (or any member thereof), or any other person.
- 2.3. Provider represents and warrants that he is qualified to act as an administrative hearing officer for purposes of Cal. Vehicle Code §§ 40200 *et seq.*, meeting all experience, training, and current requirements thereunder.

3. Compensation. City shall pay Provider as follows:

- 3.1. Provider shall be paid an hourly rate in accordance with **Exhibit B** which is attached and incorporated by reference.
- 3.2. Such fee shall be payable monthly in arrears upon City's receipt and approval of Provider's certified written payment request and within thirty (30) business days thereof. Provider shall utilize the payment certification and request form supplied by the City.
- 3.3. Provider agrees to provide any substantiation and support for Services, fees, costs, and expenses upon the reasonable request of the City for a period of one (1) year after final payment. Records of Provider's expenses pertaining to the Services shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three (3) years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Provider pertaining to the Services shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this Agreement.
- 3.4. City will make available in its City Hall a suitable room for the conduct of hearings.

4. Termination. Remedies and Force Majeure.

- 4.1. This Agreement shall terminate without any liability of City to Provider upon thirty days (30) business days prior written notice by City to Provider or by Provider to City.
- 4.2. Immediately upon any termination of this Agreement, Provider shall (i) immediately stop all work hereunder, except for completing those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement; (ii) immediately cause any and all of its subcontractors to cease work, except for completing those hearings that have

commenced and where evidence has been presented prior to termination or expiration of this Agreement; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Provider that are owned by City. Subject to the terms of this Agreement, Provider shall be paid compensation for satisfactory rendition of services prior to the effective date of termination. Provider shall not be paid for any work or Services performed, or costs incurred, which reasonably could have been avoided. Provider shall complete those hearings that have commenced and where evidence has been presented prior to termination or expiration of this Agreement, and subject to the terms of this Agreement, Provider shall be paid compensation for satisfactory rendition of such services. The requirements of the preceding sentence shall survive expiration or termination of this Agreement.

- 4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement.
- 4.4. Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Provider and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Provider shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

5. Indemnification and Insurance.

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

defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.2. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Provider shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Provider on **Exhibit D**.

6.1. Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City's Chief Administrative Officer if no actual or potential conflict is involved.

6.2. Provider shall comply with all applicable laws, rules, regulations and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Provider represents and warrants that as of the effective date hereof, he represents no client whose interests are adverse to the City's.

6.4. In performing the Services to be provided hereunder, Provider shall not be employed, managed or controlled by a person whose primary duties are parking enforcement, parking citation, processing, collection or issuance. Provider shall be separate and independent from the citation, collection or processing function.

6.5. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, Provider will comply with all laws and regulations, as applicable. Specifically, no person in the United

States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Provider is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of the City. However, City shall retain the right to verify that Provider is performing his respective obligations in accordance with the terms hereof.
 - 9.1. Because of his status as an independent contractor, Provider shall have absolutely no right to employment rights and benefits available to City employees. Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with his other obligations under this Agreement, Provider shall be solely responsible for all matters relating to employment and tax withholding for and payment of Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Provider may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This agreement does not evidence a partnership or joint venture between Provider and City. Unless specifically provided for herein, the Provider shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Provider shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.
 - 11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4th) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.
12. **Non-Assignment.** This Agreement is personal to Provider and there shall be no assignment by Provider of his rights or obligations under this Agreement without the prior written approval of City.
13. **Non-Solicitation.** Provider represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.
14. **Compliance with Law.** In providing the services required under this Agreement, Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.
16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.
17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. General Provisions.

19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. Final Agreement. This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements between City and Provider. This Agreement may be modified only by written instrument duly authorized and executed by both City and Provider.

Notice. Any notice required pursuant to this Agreement shall be deemed delivered if given in writing, mailed with postage prepaid, addressed and directed as follows (or at such other address as the parties may from time to time designate by written notice)

CITY:

City of Madera
Attn: Arnoldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400

PROVIDER:

David Austin
821 Royal Drive
Madera, CA 93637
Phone:
Email: austin.david.c@gmail.com

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

CITY OF MADERA

a municipal corporation

PROVIDER

an individual

By: _____
Arnoldo Rodriguez
City Manager

By: _____
David Austin

Date: _____

Date: _____

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Compensation
- Exhibit C – Insurance Requirements
- Exhibit D – Conflict of Interest Disclosure Form

EXHIBIT A
SCOPE OF SERVICES

**Agreement for Administrative Hearing Officer Services between
City of Madera and David Austin**

Provider shall perform non-exclusive administrative hearing officer services as provided in this Agreement and in accordance with the following additional requirements and descriptions:

1. Depending on the number of appeals for which Provider is assigned, Provider shall provide the number of hours of services reasonably necessary to adequately perform the services of an Administrative Hearing Officer for the cases assigned to the Provider. The assignments to Provider will be on a case by case basis. City staff shall schedule hearings in a manner that will satisfy the Provider's minimum requirement of four (4) hours.
2. Provider's point of contact with the City shall be City Manager, Arnolando Rodriguez, or other designee named by the City Manager.
3. Provider and City each acknowledge and agree that Provider will be a fair and impartial hearing officer; and that City, except for purposes of submitting evidence and testimony as part of the hearing proceeds, will not in any manner influence, directly or indirectly, decisions made or to be made by Provider.
4. Provider shall immediately notify the City Manager of (i) any specific matter coming before Provider for which Provider must recuse himself from hearing the matter because of a conflict of interest, and (ii) any practical reason why Provider is unable to serve. Under such circumstances, the City Manager may appoint another hearing officer to hear the respective administrative hearing(s) or have the matter assigned to another permanent hearing officer.
5. Provider shall sit as the trier of fact and shall rule on questions of law and admissibility of evidence. Provider shall demonstrate the objectivity necessary to conduct a fair and impartial review. Provider shall issue decisions based on applicable Municipal Code violation and shall ensure that all rulings are consistent with the Municipal Code.
6. Provider shall provide fair and impartial hearings for appeals of City-issued administrative citations, orders, decisions or determinations which may involve violations of the City's Municipal Code. Provider may be requested to provide fair and impartial hearings for appeals of City issued administrative citations, orders, decisions or determinations involving the following matters: business permit denials, suspensions and revocations, such as taxicab or massage business permits; violations, or denials, of City regulatory permits, and miscellaneous other matters such as dangerous animal determinations, parking citations, debarment of bidders, and certain appeals in the competitive procurement processes of City.

7. Provider shall be responsible for performance of all aspects of conducting the administrative hearings, including related correspondence with appellants and respondents, preparation and preservation of the hearing record and the rendering of a decision in each matter, all in accordance with and subject to controlling law and the time frames provided therein.
8. Provider shall conduct hearings as scheduled by City staff in the facility designated and provided by City. This shall include hearings held via video conferencing.
9. Provider shall keep an accounting of his time and submit to City Manager's Office on a monthly basis for the purpose of accounting and cost allocation to City Departments.

**EXHIBIT B
SCHEDULE OF COMPENSATION**

**Agreement for Administrative Hearing Officer Services between
City of Madera and David Austin**

Task	Description	Hourly Rate	Price per Task
1	Preparation for hearings as scheduled by City staff	\$55/hr	\$18.33/packet
2	Reviewing case documentation (this work is included in task #1)	\$55/hr	\$18.33/packet
3	Conducting hearings at Madera City Hall (daily minimum: 4 hours; no-show/cancellation charge: \$75 if fewer than 5 days' advance notice)	\$95/hr	N/A because cases per hour vary based on complexity
4	Conducting hearings remotely (daily minimum: 4 hours)	\$95/hr	N/A because cases per hour vary based on complexity
5	Preparing written determinations	\$95	\$31.66/packet
6	All other services, including all work necessary for the effective handling of the City's administrative citation hearings	\$45/hr	N/A
7	Initial orientation and subsequent trainings	\$45/hr	N/A
8	All other rates of compensation for reimbursable charges	\$45/hr	N/A

**EXHIBIT C
INSURANCE REQUIREMENTS**

**Agreement for Administrative Hearing Officer Services between
City of Madera and David Austin**

A. Insurance Requirements.

Consultant shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Administrative Hearing Officer

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

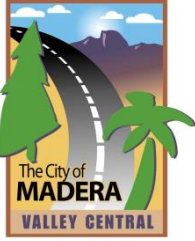
Signature

(name)

(address)

(city state zip)

Additional page(s) attached.



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 16, 2022

Agenda Number: D-6

SUBJECT:

Revisions to the appointment process for City Boards, Committees, and Commissions

RECOMMENDATION:

Waive full reading and introduce an ordinance amending §2-3.101 OF TITLE II, CHAPTER 3 of the Madera Municipal Code relating to the appointments process for City Boards, Committees, and Commissions

SUMMARY:

The City has a total of nine boards, committees, and/or commissions comprised of volunteer citizens who serve in various capacities to advise the City Council on pertinent matters and act relating to authority delegated to the board, committee, and/or commission. During the October 20, 2021 meeting, staff informed Council of an inconsistency between the City's current appointment processes and California Government Code §40605 (Government Code).

The proposed ordinance is patterned after the ordinance adopted in December regarding appointments to the Civil Service Commission. The Government Code provides that when a general law City has an elected Mayor, appointments to boards, commissions, and committees are to be made by the elected Mayor, subject to the approval of the full City Council. There are various City ordinances and resolutions regarding appointments. Rather than continuing to make amendments on a case by case basis, the proposed ordinance addresses all City committees, boards, and commissions other than those governed by state statute or joint powers agreement. The proposed ordinance amends the Municipal Code to provide for a uniform process for the City to make appointments to committees, boards, and commissions.

DISCUSSION:

The City has nine regular and ongoing boards, commissions, and committees, as listed below in alphabetical order.

1. Americans with Disabilities Act (ADA) Advisory Council

2. Airport Advisory Commission
3. Beautification Committee
4. Civil Service Commission
5. Community Development Block Grant Commission
6. Loan Review Committee
7. Planning Commission
8. Transit Advisory Board
9. Youth Commission

At the October 20, 2021, Council meeting, staff reviewed with Council the provisions of California Government Code §40605, which states:

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.

As previously advised by the City Attorney the process in Government Code Section 40605 is intended as system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments. The ordinance includes exceptions for appointments made pursuant to state statute or in a joint powers agreement that addresses the appointments for particular entities. Such exceptions would prevail over the Government Code.

Based on the foregoing and to ensure that committees, boards, and commissions have their full complement, the proposed ordinance address the appointment of all committees, boards, and commissions and clarifies appointees terms consistent therewith.

In short, the proposed Ordinance would establish one process for appointment to be used for all boards, committees, and commissions, as well as set the term of office for such appointments.

FINANCIAL IMPACT:

Staff does not anticipate any financial impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Rather than adopting a single Ordinance to standardize the process for all boards, committees, and commissions, the City can modify each board, committee, and commission separately.

ATTACHMENTS:

1. Proposed Ordinance amending §2-3.101 of Title II, Chapter 2 of the Madera Municipal Code relating to appointments and terms for City boards, committees, and commissions

ORDINANCE NO. 22-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AMENDING SECTION § 2-3.101 OF TITLE II, CHAPTER 3 OF
THE MADERA MUNICIPAL CODE RELATING TO APPOINTMENTS AND
TERMS TO CITY BOARDS, COMMITTEES, AND COMMISSIONS**

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2-3.101 of the Madera Municipal Code is amended to read as follows:

§2-3.101

Unless otherwise specifically provided by statute or a joint powers agreement, the members of all city boards, committees, and commissions shall be appointed and serve as provided herein notwithstanding any other provision of this code, City resolution, or City minute order.

(A) Appointment.

(1) The Mayor is authorized to make appointments to City boards, committees, and commissions subject to approval by the City Council.

(2) For new boards, committees, and commissions comprised of seven members, the Mayor will seek nominations for appointments from each Council Member and the Mayor may make a direct appointment for the at-large seat for consideration by the Council.

(3) For existing boards, committees, and commissions comprised of seven members and as vacancies occur, the Mayor will seek a nomination to fill the vacancy from the Council Member for the Council District who originally nominated the person. The Mayor may also make one direct appointment for the seventh seat for consideration by the City Council.

(4) For boards, committees, and commissions comprised of less or more than seven members and as vacancies occur, a numerical rotation system based on district numbers will be utilized and the Mayor will seek a nomination to fill such vacancy from a Council Member who has not yet made or waived their opportunity to nominate a person to serve on the particular board, committee, or commission. In other words, if the last nomination was from the Council Member for District 3, the Mayor will seek a nomination from the Council Member for District 4.

(5) The Mayor is not required to appoint persons nominated by Council Members.

- (6) The Mayor will submit appointees to the City Council for consideration.
- (7) The City Council is authorized to approve or reject any appointment made by the Mayor.
- (8) Council approval of any appointment shall be made by resolution adopted by four votes of the City Council. The appointment shall be for the remainder of an unexpired term or for a new term.
- (9) Upon the City Council's determination not to approve a Mayor's appointee, the Mayor shall proceed to seek another nominee, make another appointment, and submit the appointee to the City Council for consideration and approval as set forth in this section.

(B) Term.

Each board, committee, or commission member appointed as set forth in Section (A) above shall serve a term of four years unless a different term is otherwise provided by law, or until the Council member who nominated such board, committee or commission member is no longer serving as a Council member, whichever period is less. Each appointed member shall serve until his or her successor is appointed and qualified.

SECTION 2. SEVERANCE. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 4. PUBLICATION. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.